AGENDA

CITY COUNCIL - REGULAR MEETING OF THE BANNING CITY COUNCIL
CITY OF BANNING, CALIFORNIA

December 10, 2024
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the agenda for the regular meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

Per the City of Banning Manual of Procedural Guidelines, matters taken up by the Council before 10 p.m. may be concluded, but no new matters shall be taken up except upon a majority vote of the council members present and voting. Such an extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

1. CALL TO ORDER

1.1 **INVOCATION**
Performed by Reverend Dr. James Baylark of First Community Baptist Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. COUNCIL REORGANIZATION

2.1 Consideration of Resolution 2024-187, Reciting the Facts of the Consolidated General Election Held in the City of Banning on November 5, 2024 and Declaring the Results and Other Related Matters as Provided by Law
Recommendation: Adopt Resolution 2024-187.

2.2 Recognition of Outgoing Elected Officials
Recommendation: Recognize outgoing elected officials for their service to the City.

2.3 Swearing In of Newly Elected Officials
Recommendation: The Administrative City Clerk will swear in the newly elected pubic officials.

2.4 Annual City Council Reorganization
Recommendation: Staff respectfully recommend City Council appoint one of its members as Mayor and a second as Mayor Pro Tem to serve for a period of one year.

3. AGENDA APPROVAL

3.1 **AGENDA APPROVAL**

4. PRESENTATIONS

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

Planning Commission Special Vacancies Interviews and Appointments to Positions 1, 2, and 3
Recommendation: Conduct interviews to fill Planning Commission vacancies and appoint up to three (3) members to three (3) special vacancies on the Commission for Positions 1, 2, and 3.

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 CITY MANAGER'S REPORT

5.6 CITY ATTORNEY'S REPORT

5.7 CITY TREASURER'S REPORT

6. CONSENT ITEMS

The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council/Banning Utility Authority/Successor Agency Board wishes to remove an item for separate consideration.

6.1 Approval of the Meeting Minutes for the November 12, 2024 City Council Meetings
Recommendation: Approve the minutes of the November 12, 2024 City Council Meetings.

6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of October 2024
Recommendation: Receive and file the warrants for period ending October 31, 2024, per California Government Code Section 37208.

6.3 Cash and Investments Report for the Month of October 2024
Recommendation: Receive and file Cash and Investment Report for October 2024 on this day, November 19, 2024, in accordance with California Government Code 53646.

6.4 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2024-25, Period 4, October 2024
Recommendation: Receive and file Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2024-25, Period 4, October 2024.

6.5 Receive and File Police Department Statistics for the Month of October 2024
Recommendation: Receive and file.

6.6 Receive and File Fire Protection Services Statistics for the Month of October 2024
Recommendation: Receive and File

6.7 Code Enforcement Update and Statistics for the Month of October 2024
Recommendation: Receive and file.

6.8 City Council Travel and Conference Expense Report Year to Date Through October 31, 2024
Recommendation: Receive and File.

6.9 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for October 2024
Recommendation: Receive and File.

6.10 Receive and File Parks and Recreation Report of Monthly Activities through the 1st Quarter of Fiscal Year 2024/2025 – September 2024
Recommendation: Receive and file.

6.11 Consideration of Resolution 2024-06 SA, Approving the Establishment of Recognized Obligation Payment Schedule (ROPS) 25-26 A and B for the Period of July 2025 through June 2026 and Approving Certain Related Actions
Recommendation: Adopt Resolution 2024-06 SA.

6.12 Consideration of Resolution 2024-188, Approving Amendment No. 1 to the Design-Build Agreement with EFS West for the Compressed Natural Gas Fueling Station for an Additional Amount of $260,549 for a Standby Diesel Generator
Recommendation: Adopt Resolution 2024-188.

6.13 Consideration of Resolution 2024-189, Adopting the Water Supply Verification for Tentative Tract Map 37388 (Atwell Phase 2B)
Recommendation: Adopt Resolution 2024-189.

6.14 Consideration of Resolution 2024-190, Approving Final Tract Maps 37388, 37388-7, and 37388-8 and Release the Maps for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps; Accept Faithful Performance and Labor Bonds for Public Improvements
Recommendation: Adopt Resolution 2024-190.

6.15 Consideration of Resolution 2024-191, Approving the Restatement of the City of Banning Section 125 Cafeteria Plan
Recommendation: Adopt Resolution 2024-191.

6.16 Consideration of Resolution 2024-192, Approving an Amendment to the Construction Services Contract with Electric Power Systems International, Inc. in the Amount of $9,220 Related to the San Gorgonio Substation 12kV Extension Project
Recommendation: Adopt Resolution 2024-192.

6.17 Consideration of Resolution 2024-193, Amending the Classification & Compensation Plan for the City of Banning
Recommendation: Adopt Resolution 2024-193.

6.18 Consideration of Resolution 2024-194, Approving A Successor Memorandum of Understanding with the Teamsters Local 1932, Representing the Association of Mid-Management and Professional Employees, Effective July 1, 2024, through December 31, 2026, and Authorizing the City Manager to Finalize and Execute a Successor Agreement
Recommendation: Adopt Resolution 2024-194.

6.19 Consideration of Resolution 2024-195, Approving A Successor Memorandum of Understanding with the International Brotherhood of Electrical Workers (IBEW) Local 47 Representing the General Unit Employees, Effective July 1, 2024, through December 31, 2026, and Authorizing the City Manager to Finalize and Execute a Successor Agreement
Recommendation: Adopt Resolution 2024-195.

6.20 Authorize the City Manager to Sign the Notice of Completion for Project No. 2024-01, "Citywide Street Overlay" as Complete and Direct the City Clerk to Record the Notice of Completion

Recommendation: Authorize execution of the Notice of Completion.

6.21 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map Nos. 37388-1 Raintree Place, 37389-3 PA 29, and 37388-2 PA 15B, within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System
Recommendation: Staff recommends that City Council accept an easement from Tri Pointe Homes for electric utility purposes for Tract Map Nos. 37388-1 Raintree Place, 37389-3 PA 29, 37388-2 PA 15B within the Atwell Development for the maintenance of the City-owned electric distribution system.

7. PUBLIC HEARINGS

7.1 Consideration of Introduction and First Reading of Ordinance 1607, Amending Chapter 15.76 of the Banning Municipal Code to Update the City's Participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program, Consideration and Adoption of Resolution 2024-196, Approving a TUMF Nexus Study to Amend the TUMF Schedule that is Applicable to Development Projects in Banning Pursuant to the Mitigation Fee Act, and Making a Determination of Exemption Under the California Environmental Quality Act
Recommendation:
1. Waive full reading and introduce by title only Ordinance 1607 and determine this action is exempt under CEQA
2. Adopt Resolution 2024-196, approving a TUMF Nexus Study to amend the TUMF schedule and determine this action is exempt under CEQA

8. REPORTS OF OFFICERS

8.1 Selection of Firm to Conduct a Citywide Forensic Investigation as the City Council Chosen Finalist from the Request for Proposals for Citywide Forensic Investigation Services and Direct Staff to Bring a Negotiated Contract with Finalist to Council in January 2025
Recommendation: Select a finalist for the completion of the Citywide Forensic Investigation and allow staff to negotiate a contract to bring to Council in January.

8.2 Consideration of Resolution 2024-197, Awarding a Professional Services Agreement to Webb Municipal Finance, LLC for Municipal Assessments Services to Reinstate County Service Area 152, National Pollutant Discharge Elimination System Stormwater Assessment in the amount of $19,650 Including a 10% Contingency, and Updating the City Council on Public Outreach Efforts related to the Reinstatement of the County Service Area 152 Stormwater Assessment
Recommendation: Adopt Resolution 2024-197.

8.3 Consideration of Resolution 2024-198, Approving Amendment No. 3 to the Professional Services Agreement with Engineering Resources of Southern California for an additional $1,000,000 for Plan Check, Inspections and Related Administrative Services
Recommendation: Adopt Resolution 2024-198.

8.4 Consideration of Resolutions 2024-199 and 2024-08 UA, Authorizing Overnight Loans from June 30, 2024, Until July 1, 2024, from the Water and Wastewater Enterprise Funds to Cover Governmental Funds Negative Cash at Fiscal Year End in the Amounts of $1,050,000 and $50,000, Respectively
Recommendation: Adopt Resolutions 2024-199 and 2024-08 UA.

8.5 Receive and File Corrected Police Statistics for 2024 Year-to-Date
Recommendation: Receive and File.

9. DISCUSSION ITEMS

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

11.2 **EXISTING ITEMS**

1. Grow Banning (Sanchez)
2. Neighborhood Groups/Identities (Minjares)
3. Update on Community Garden (Flynn)
4. Zencity Contract (Flynn)
5. Zoom Options for Public Meetings (Flynn)
6. Developer Presentation for Sunset Crossroads Project (Flynn)
7. City Manager Evaluation (Flynn)
8. All Active Lawsuits against the City (Flynn)
9. Increased Compensation for City Treasurer and City Clerk (Flynn)
10. SEC Determination on Bitcoin (Happe)
11. Public Benefits Fund for Water Utility (Happe)

11.1 City Attorney Performance Evaluation

Recommendation: Determine, by consensus, if discussion of City Attorney Performance Evaluation should be added to the January 14, 2025, Closed Session agenda.

12. CLOSED SESSION

12.1 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code section 54957(b)(1)
Title: City Manager

12.2 **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Potential Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 (One Case)
Renewal of Tolling Agreement re: Potential Claim by City Against Southern California Edison for failure to make repairs to the Flume and the failure to maintain delivery of water through the Flume to the City

13. REPORT ON CLOSED SESSION

Serita Young, City Attorney

14. ADJOURNMENT

Next Regular Meeting – January 14, 2025

AFFIDAVIT • DECLARACIÓN JURADA

IT IS HEREBY CERTIFIED under the laws of the State of California that the above agenda was posted on the City's website (www.banningca.gov) as well as the Bulletin Board at Banning City Hall, located at 99 E Ramsey Street, Banning, CA 92220, at least 72 hours in advance of the meeting.



Caroline Patton, Administrative City Clerk
Secretario adjunto de la ciudad

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

Interested in receiving email and/or text notifications of upcoming City Council meetings? Sign up for meeting notifications through the City's website. Pursuant to amended Government Code §54957.5(b), staff reports and other public records related to open session agenda items are available on the City's website (www.banningca.gov/).

Public Comment

Agenda Items

Any member of the public may address this meeting of the City Council on any item appearing on the agenda. A five-minute limitation shall apply to each member of the public and no member of the public shall be permitted to share their time with any other person.

Non-Agenda Items

Any member of the public may address this meeting of the City Council on any item which does not appear on the regular meeting agenda but is of interest to the general public and is an item upon which the City Council may act. A three-minute limitation shall apply to each member of the public and no member shall be permitted to share their time with any other person. No action shall be taken, nor discussion held by the City Council, on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of §54954.2 of the Government Code.

Special Assistance/Accessibility Requests

In compliance with the Americans with Disabilities Act, any member of the public may request that the agenda and agenda packet be mailed to them. If you need special assistance to participate in this meeting (such as translation services), please contact the City Clerk's Office. Advanced notification of at least 48 hours prior to the meeting will allow the city to make arrangements to ensure your accessibility.

¿Necesita servicios de traducción para participar? Contacto Oficina del Secretario de la Ciudad.

CONTACT • CONTACTO

City Clerk's Office | 951-922-3102 | CityClerks@banningca.gov
99 East Ramsey Street, Banning, California 92220

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Doug Schulze, City Manager**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-187, Reciting the Facts of the Consolidated General Election Held in the City of Banning on November 5, 2024 and Declaring the Results and Other Related Matters as Provided by Law**

RECOMMENDATION:

Adopt Resolution 2024-187.

BACKGROUND:

At the Regular City Council Meeting held on June 11, 2024, the City Council adopted Resolution 2024-078, calling and giving notice of a General Municipal Election to be held Tuesday, November 5, 2024. The positions on the ballot for this election included City Council Districts 1 through 4, City Clerk, and City Treasurer.

JUSTIFICATION:

Elections Code Section 10263 requires that the City Council "adopt a resolution reciting the fact of the election" and other matters that are enumerated in Elections Code Section 10264 at the next regularly scheduled meeting following the final canvass of votes.

The County of Riverside Registrar of Voters conducted the election at the City's request and has completed a canvass of the votes. The certification of that canvass is attached to this staff report and is Exhibit A to the proposed Resolution 2024-187.

FISCAL IMPACT:

The City will be invoiced for the costs of the election at a later date.

ALTERNATIVES:

This action is required by California Elections Code in order to swear in new City Council members. There is no alternative course.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-187, Certifying Election Results.docx
2. Exhibit A - Certified Election Results.pdf
3. Resolution No. 2024-078.pdf

RESOLUTION 2024-187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, RECITING THE FACTS OF THE CONSOLIDATED GENERAL ELECTION HELD IN THE CITY OF BANNING ON NOVEMBER 5, 2024, AND DECLARING THE RESULTS AND OTHER RELATED MATTERS AS PROVIDED BY LAW

WHEREAS, a Consolidated General Election was held and conducted in the City of Banning, California on Tuesday, November 5, 2024, as required by law; and

WHEREAS, the City Clerk has been informed by the Registrar that notice of the election was duly and regularly given in time, form, and manner as provided by law; voting precincts were properly established; election officers were appointed; and in all respects said election was conducted and the votes were cast, received, and canvassed and the returns were made and declared in time, form, and manner as required by the Elections Code for the holding of elections in general law cities; and

WHEREAS, pursuant to City Council Resolution 2024-78 adopted on June 11, 2024, the County of Riverside Registrar of Voters ("Registrar") canvassed the returns of the election and has certified the results to the City Council, attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The whole number of votes cast in the City of Banning was 12,786.

SECTION 2. That the names of persons voted for and the office each person was voted for in the election of City Council Members are as follows:

DISTRICT 1	Timothy Hardee Leroy Miller Alberto Sanchez Harry Sullivan
DISTRICT 2	Miriam Ramirez Cynthia Barrington
DISTRICT 3	Sheri Flynn Debbie Robbins
DISTRICT 4	David Happe Richard Royce

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each such persons above named for the respective offices for which said person were candidates are as listed in Exhibit A.

SECTION 4. The City Council does declare and determine that:

A. Leroy Miller was elected as the District 1 Council Member for the City of Banning for the full term of four years;

B. Cynthia Barrington was elected as the District 2 Council Member for the City of Banning for the full term of four years.

C. Sheri Flynn was elected as the District 3 Council Member for the City of Banning for the full term of four years;

D. Richard Royce was elected as the District 4 Council Member for the City of Banning for a short term of two years.

E. Each such elected Member of the City Council for Districts 1 through 3 will serve for the full term of four years, effective December 10, 2024 through December 2028, and until their successors are elected and sworn-in.

F. Each such elected Member of the City Council for District 4 will serve for a short term of two years, effective December 10, 2024 through December 2026, and until their successors are elected and sworn-in.

SECTION 5. That the names of persons voted for and the office each person was voted for in the election of the City Clerk and the City Treasurer are as follows::

CITY CLERK	Vickie Lopez Sellers
CITY TREASURER	Gladys “Sue” Savage
	Coula Ringgold

SECTION 6. That the number of votes given at each precinct and the number of votes given in the City to each such persons above named for the respective offices for which said person were candidates are as listed in Exhibit A.

SECTION 7. The City Council does declare and determine that:

A. Vickie Lopez Sellers was elected as the City Clerk for the City of Banning for the full term of four years;

B. Gladys “Sue” Savage was elected as the City Treasurer for the City of Banning for the full term of four years.

C. Each such elected will serve for the full term of four years, effective December 10, 2024 through December 2028, and until their successors are elected and sworn-in.

SECTION 8. That the City Clerk shall enter on the records of the City Council of the City of Banning a statement of the result of said election showing: (1) The whole number of votes cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for.

SECTION 9. That the City Clerk shall immediately sign and deliver to each of the persons elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk

shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 10. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 20224

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-187, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Certified Election Results
November 5, 2024 Consolidated General Election

Art Tinoco
Registrar of Voters

Registrar of Voters

RivCo VOTE
Your Voice Every Vote Our Future

Matthew Ceballos
Assistant Registrar of Voters

CERTIFICATE OF REGISTRAR OF VOTERS TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS

State of California)
) ss.
County of Riverside)

I, **ART TINOCO**, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301,15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on November 5, 2024, as part of the General Election in the

CITY OF BANNING

and I further certify that the statement of votes cast, to which this certification is attached, shows the whole number of votes for each candidate for elective office at said election, in said City, and in each precinct therein, and that the totals as shown for each candidate are full, true, and correct.

Dated this 5th day of December 2024

ART TINOCO
Registrar of Voters

Leticia Flores
Chief Deputy Registrar of Voters

1 Banning City Council, Council District 1

		Registered Voters	Voters Cast	Turnout (%)	1 Timothy David Hardee	1 Leroy Miller	1 Alberto Sanchez	1 Harry Sullivan
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
CALIFORNIA	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
25th Congressional District (Por. Imp and SB)	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
19th Senatorial District (Por. SB)	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
47th Assembly District (Por. SB)	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
St Bd of Equalization 4 (Por. SB, SD, Org and Imp)	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Riverside County	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - County Board of Education Districts sub-district	Total	3113	1939	62.29 %	56	709	567	369

1 Banning City Council, Council District 1

					1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	Timothy David Hardee	Leroy Miller	Alberto Sanchez	Harry Sullivan
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Community College Districts	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Mt. San Jacinto Community College Dist, Trustee Area 1	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Banning Unified School District	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Unified School Districts sub-district	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Union High School Districts sub-district	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Elementary School Districts	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Elementary School Districts sub-district	Total	3113	1939	62.29 %	56	709	567	369

1 Banning City Council, Council District 1

		Registered Voters	Voters Cast	Turnout (%)	1 Timothy David Hardee	1 Leroy Miller	1 Alberto Sanchez	1 Harry Sullivan
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
5th Supervisorial District	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
City of Banning	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
City of Banning Council District #1	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Unincorporated	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
San Gorgonio Memorial Healthcare District	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Health Care Districts sub-district	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Recreation & Parks Districts	Total	3113	1939	62.29 %	56	709	567	369

1 Banning City Council, Council District 1

		Registered Voters	Voters Cast	Turnout (%)	1 Timothy David Hardee	1 Leroy Miller	1 Alberto Sanchez	1 Harry Sullivan
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Recreation & Parks Districts sub-district	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Irrigation Districts	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - Sanitary Districts sub-district	Total	3113	1939	62.29 %	56	709	567	369
551113	Total	1501	947	63.09 %	18	357	271	181
San Gorgonio Pass Water Agency, Division 1	Total	1501	947	63.09 %	18	357	271	181
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
Unincorporated - Water Agencies sub-district	Total	1612	992	61.54 %	38	352	296	188
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - County Water Districts	Total	3113	1939	62.29 %	56	709	567	369
551104	Total	1181	765	64.78 %	31	258	242	150
551106	Total	431	227	52.67 %	7	94	54	38
551113	Total	1501	947	63.09 %	18	357	271	181
Unincorporated - County Water Districts sub-district	Total	3113	1939	62.29 %	56	709	567	369

1 Banning City Council, Council District 1

						1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)		Timothy David Hardee	Leroy Miller	Alberto Sanchez	Harry Sullivan
551104	Total	1181	765	64.78 %		31	258	242	150
551106	Total	431	227	52.67 %		7	94	54	38
551113	Total	1501	947	63.09 %		18	357	271	181
Unincorporated - Municipal Water Districts sub-district	Total	3113	1939	62.29 %		56	709	567	369
551104	Total	1181	765	64.78 %		31	258	242	150
551106	Total	431	227	52.67 %		7	94	54	38
551113	Total	1501	947	63.09 %		18	357	271	181
Unincorporated - California Water Districts	Total	3113	1939	62.29 %		56	709	567	369
Contest Total		3113	1939	62.29 %		56	709	567	369

*** Indicates vote data was suppressed due to voter privacy settings.

1 Banning City Council, Council District 2

						1	1
		Registered Voters	Voters Cast	Turnout (%)		Miriam Ramirez	Cindy Barrington
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
CALIFORNIA	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
25th Congressional District (Por. Imp and SB)	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
19th Senatorial District (Por. SB)	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
47th Assembly District (Por. SB)	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
St Bd of Equalization 4 (Por. SB, SD, Org and Imp)	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Riverside County	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Unincorporated - County Board of Education Districts sub-district	Total	2753	1663	60.41 %		716	721

1 Banning City Council, Council District 2

						1	1
		Registered Voters	Voters Cast	Turnout (%)		Miriam Ramirez	Cindy Barrington
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Unincorporated - Community College Districts	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Mt. San Jacinto Community College Dist, Trustee Area 1	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Banning Unified School District	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Unincorporated - Unified School Districts sub-district	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Unincorporated - Union High School Districts sub-district	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Unincorporated - Elementary School Districts	Total	2753	1663	60.41 %		716	721
552101	Total	609	307	50.41 %		156	94
552103	Total	1324	821	62.01 %		351	357
552108	Total	820	535	65.24 %		209	270
Unincorporated - Elementary School Districts sub-district	Total	2753	1663	60.41 %		716	721

1 Banning City Council, Council District 2

		Registered Voters	Voters Cast	Turnout (%)	1 Miriam Ramirez	1 Cindy Barrington
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
5th Supervisorial District	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
City of Banning	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
City of Banning Council District #2	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - Unincorporated	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
San Gorgonio Memorial Healthcare District	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - Health Care Districts sub-district	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - Recreation & Parks Districts	Total	2753	1663	60.41 %	716	721

1 Banning City Council, Council District 2

		Registered Voters	Voters Cast	Turnout (%)	1 Miriam Ramirez	1 Cindy Barrington
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - Recreation & Parks Districts sub-district	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - Irrigation Districts	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - Sanitary Districts sub-district	Total	2753	1663	60.41 %	716	721
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
San Gorgonio Pass Water Agency, Division 1	Total	2144	1356	63.25 %	560	627
552101	Total	609	307	50.41 %	156	94
Unincorporated - Water Agencies sub-district	Total	609	307	50.41 %	156	94
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - County Water Districts	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - County Water Districts sub-district	Total	2753	1663	60.41 %	716	721

1 Banning City Council, Council District 2

		Registered Voters	Voters Cast	Turnout (%)	1 Miriam Ramirez	1 Cindy Barrington
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - Municipal Water Districts sub-district	Total	2753	1663	60.41 %	716	721
552101	Total	609	307	50.41 %	156	94
552103	Total	1324	821	62.01 %	351	357
552108	Total	820	535	65.24 %	209	270
Unincorporated - California Water Districts	Total	2753	1663	60.41 %	716	721
Contest Total		2753	1663	60.41 %	716	721

*** Indicates vote data was suppressed due to voter privacy settings.

1 Banning City Council, Council District 3

		Registered Voters	Voters Cast	Turnout (%)	1 Sheri Flynn	1 Debbie Robbins
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
CALIFORNIA	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
25th Congressional District (Por. Imp and SB)	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
19th Senatorial District (Por. SB)	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
47th Assembly District (Por. SB)	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
St Bd of Equalization 4 (Por. SB, SD, Org and Imp)	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Riverside County	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Unincorporated - County Board of Education Districts sub-district	Total	5073	4459	87.90 %	2717	1233

1 Banning City Council, Council District 3

		Registered Voters	Voters Cast	Turnout (%)	1 Sheri Flynn	1 Debbie Robbins
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Unincorporated - Community College Districts	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Mt. San Jacinto Community College Dist, Trustee Area 1	Total	5073	4459	87.90 %	2717	1233
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Banning Unified School District	Total	4562	4103	89.94 %	2559	1086
553100	Total	511	356	69.67 %	158	147
Beaumont Unified School District (Por. SanBrdo)	Total	511	356	69.67 %	158	147
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Unincorporated - Unified School Districts sub-district	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Unincorporated - Union High School Districts sub-district	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Unincorporated - Elementary School Districts	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147

1 Banning City Council, Council District 3

						1	1
		Registered Voters	Voters Cast	Turnout (%)		Sheri Flynn	Debbie Robbins
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - Elementary School Districts sub-district	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
5th Supervisorial District	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
City of Banning	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
City of Banning Council District #3	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - Unincorporated	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
San Gorgonio Memorial Healthcare District	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - Health Care Districts sub-district	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147

1 Banning City Council, Council District 3

						1	1
		Registered Voters	Voters Cast	Turnout (%)		Sheri Flynn	Debbie Robbins
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - Recreation & Parks Districts	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - Recreation & Parks Districts sub-district	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - Irrigation Districts	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - Sanitary Districts sub-district	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
San Gorgonio Pass Water Agency, Division 1	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - Water Agencies sub-district	Total	4562	4103	89.94 %		2559	1086
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402
Unincorporated - County Water Districts	Total	5073	4459	87.90 %		2717	1233
553100	Total	511	356	69.67 %		158	147
553105	Total	2859	2528	88.42 %		1519	684
553106	Total	1703	1575	92.48 %		1040	402

1 Banning City Council, Council District 3

		Registered Voters	Voters Cast	Turnout (%)	1 Sheri Flynn	1 Debbie Robbins
Unincorporated - County Water Districts sub-district	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Unincorporated - Municipal Water Districts sub-district	Total	5073	4459	87.90 %	2717	1233
553100	Total	511	356	69.67 %	158	147
553105	Total	2859	2528	88.42 %	1519	684
553106	Total	1703	1575	92.48 %	1040	402
Unincorporated - California Water Districts	Total	5073	4459	87.90 %	2717	1233
Contest Total		5073	4459	87.90 %	2717	1233

*** Indicates vote data was suppressed due to voter privacy settings.

1 Banning City Council, Council District 4, ST

		Registered Voters	Voters Cast	Turnout (%)	1 David Happe	1 Richard Royce
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
CALIFORNIA	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
25th Congressional District (Por. Imp and SB)	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
19th Senatorial District (Por. SB)	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
47th Assembly District (Por. SB)	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			

1 Banning City Council, Council District 4, ST

		Registered Voters	Voters Cast	Turnout (%)	1 David Happe	1 Richard Royce
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
St Bd of Equalization 4 (Por. SB, SD, Org and Imp)	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Riverside County	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Unincorporated - County Board of Education Districts sub-district	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Unincorporated - Community College Districts	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			

1 Banning City Council, Council District 4, ST

						1	1
		Registered Voters	Voters Cast	Turnout (%)		David Happe	Richard Royce
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
Mt. San Jacinto Community College Dist, Trustee Area 1	Total	4830	3234	66.96 %		1186	1619
554107	Total	0	0				
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554118	Total	498	324	65.06 %		136	143
Banning Unified School District	Total	2870	1884	65.64 %		704	934
554100	Total	0	0				
554106	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554116	Total	186	139	74.73 %		45	66
Beaumont Unified School District (Por. SanBrdo)	Total	1960	1350	68.88 %		482	685
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
Unincorporated - Unified School Districts sub-district	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143

1 Banning City Council, Council District 4, ST

						1	1
		Registered Voters	Voters Cast	Turnout (%)		David Happe	Richard Royce
Unincorporated - Union High School Districts sub-district	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
Unincorporated - Elementary School Districts	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
Unincorporated - Elementary School Districts sub-district	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
5th Supervisorial District	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
City of Banning	Total	4830	3234	66.96 %		1186	1619

1 Banning City Council, Council District 4, ST

						1	1
		Registered Voters	Voters Cast	Turnout (%)		David Happe	Richard Royce
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
City of Banning Council District #4	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
Unincorporated - Unincorporated	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
San Gorgonio Memorial Healthcare District	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
Unincorporated - Health Care Districts sub-district	Total	4830	3234	66.96 %		1186	1619

1 Banning City Council, Council District 4, ST

		Registered Voters	Voters Cast	Turnout (%)	1 David Happe	1 Richard Royce
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Unincorporated - Recreation & Parks Districts	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Unincorporated - Recreation & Parks Districts sub-district	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Unincorporated - Irrigation Districts	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Unincorporated - Sanitary Districts sub-district	Total	4830	3234	66.96 %	1186	1619

1 Banning City Council, Council District 4, ST

		Registered Voters	Voters Cast	Turnout (%)	1 David Happe	1 Richard Royce
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
San Gorgonio Pass Water Agency, Division 1	Total	1723	1116	64.77 %	410	567
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
Unincorporated - Water Agencies sub-district	Total	3107	2118	68.17 %	776	1052
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Unincorporated - County Water Districts	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66
554118	Total	498	324	65.06 %	136	143
Unincorporated - County Water Districts sub-district	Total	4830	3234	66.96 %	1186	1619
554100	Total	0	0			
554106	Total	0	0			
554107	Total	0	0			
554108	Total	1774	1211	68.26 %	437	619
554109	Total	1333	907	68.04 %	339	433
554115	Total	1039	653	62.85 %	229	358
554116	Total	186	139	74.73 %	45	66

1 Banning City Council, Council District 4, ST

						1	1
		Registered Voters	Voters Cast	Turnout (%)		David Happe	Richard Royce
554118	Total	498	324	65.06 %		136	143
Unincorporated - Municipal Water Districts sub-district	Total	4830	3234	66.96 %		1186	1619
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %		437	619
554109	Total	1333	907	68.04 %		339	433
554115	Total	1039	653	62.85 %		229	358
554116	Total	186	139	74.73 %		45	66
554118	Total	498	324	65.06 %		136	143
Unincorporated - California Water Districts	Total	4830	3234	66.96 %		1186	1619
Contest Total		4830	3234	66.96 %		1186	1619

*** Indicates vote data was suppressed due to voter privacy settings.

		1 Banning City Clerk Treasurer				1		2	2
		Registered Voters	Voters Cast	Turnout (%)		Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
551104	Total	1181	765	64.78 %		582		303	335
551106	Total	431	227	52.67 %		158		91	86
551113	Total	1501	947	63.09 %		728		339	450
552101	Total	609	307	50.41 %		231		102	148
552103	Total	1324	821	62.01 %		629		334	346
552108	Total	820	535	65.24 %		403		197	253
553100	Total	511	356	69.67 %		267		112	180
553105	Total	2859	2528	88.42 %		1699		776	1282
553106	Total	1703	1575	92.48 %		1102		574	772
554100	Total	0	0						
554106	Total	0	0						
554107	Total	0	0						
554108	Total	1774	1211	68.26 %		933		535	486
554109	Total	1333	907	68.04 %		654		392	352
554115	Total	1039	653	62.85 %		522		269	306
554116	Total	186	139	74.73 %		98		49	60
554118	Total	498	324	65.06 %		253		128	146
555101	Total	493	300	60.85 %		231		108	137
555105	Total	1356	774	57.08 %		622		336	323
555108	Total	800	408	51.00 %		316		179	163
555109	Total	10	9	90.00 %		***		***	***
CALIFORNIA	Total	18428	12786	69.38 %		9436		4826	5831
551104	Total	1181	765	64.78 %		582		303	335
551106	Total	431	227	52.67 %		158		91	86
551113	Total	1501	947	63.09 %		728		339	450
552101	Total	609	307	50.41 %		231		102	148
552103	Total	1324	821	62.01 %		629		334	346
552108	Total	820	535	65.24 %		403		197	253
553100	Total	511	356	69.67 %		267		112	180
553105	Total	2859	2528	88.42 %		1699		776	1282
553106	Total	1703	1575	92.48 %		1102		574	772
554100	Total	0	0						
554106	Total	0	0						
554107	Total	0	0						
554108	Total	1774	1211	68.26 %		933		535	486
554109	Total	1333	907	68.04 %		654		392	352
554115	Total	1039	653	62.85 %		522		269	306
554116	Total	186	139	74.73 %		98		49	60
554118	Total	498	324	65.06 %		253		128	146
555101	Total	493	300	60.85 %		231		108	137
555105	Total	1356	774	57.08 %		622		336	323
555108	Total	800	408	51.00 %		316		179	163
555109	Total	10	9	90.00 %		***		***	***
25th Congressional District (Por. Imp and SB)	Total	18428	12786	69.38 %		9436		4826	5831

		1 Banning City Clerk			1 Banning City Treasurer		2 Banning City Clerk	2 Banning City Treasurer
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
19th Senatorial District (Por. SB)	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
47th Assembly District (Por. SB)	Total	18428	12786	69.38 %	9436		4826	5831

		1 Banning City Clerk Treasurer						
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
St Bd of Equalization 4 (Por. SB, SD, Org and Imp)	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***

					1 Banning City Clerk Treasurer		2 Banning City	
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
Riverside County	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - County Board of Education Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***

		1 Banning City Clerk Treasurer						
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		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
Unincorporated - Community College Districts	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Mt. San Jacinto Community College Dist, Trustee Area 1	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554107	Total	0	0					
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Banning Unified School District	Total	15957	11080	69.44 %	8138		4130	5105

		1 Banning City Clerk Treasurer				2 Banning City		
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		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
553100	Total	511	356	69.67 %	267		112	180
554100	Total	0	0					
554106	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554116	Total	186	139	74.73 %	98		49	60
Beaumont Unified School District (Por. SanBrdo)	Total	2471	1706	69.04 %	1298		696	726
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Unified School Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306

		1 Banning City Clerk				2 Banning City Treasurer		
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Union High School Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Elementary School Districts	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352

		1 Banning City Clerk Treasurer				2 Banning City		
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Elementary School Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
5th Supervisorial District	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486

		1 Banning City Clerk Treasurer				2 Banning City		
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		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
City of Banning	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
City of Banning Council District #1	Total	3113	1939	62.29 %	1468		733	871
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
City of Banning Council District #2	Total	2753	1663	60.41 %	1263		633	747
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
City of Banning Council District #3	Total	5073	4459	87.90 %	3068		1462	2234
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
City of Banning Council District #4	Total	4830	3234	66.96 %	2460		1373	1350
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***

		1 Banning City Clerk Treasurer				2 Banning City	
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		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers	Coula Ringgold	Gladys "Sue" Savage
City of Banning Council District #5	Total	2659	1491	56.07 %	1177	625	629
551104	Total	1181	765	64.78 %	582	303	335
551106	Total	431	227	52.67 %	158	91	86
551113	Total	1501	947	63.09 %	728	339	450
552101	Total	609	307	50.41 %	231	102	148
552103	Total	1324	821	62.01 %	629	334	346
552108	Total	820	535	65.24 %	403	197	253
553100	Total	511	356	69.67 %	267	112	180
553105	Total	2859	2528	88.42 %	1699	776	1282
553106	Total	1703	1575	92.48 %	1102	574	772
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %	933	535	486
554109	Total	1333	907	68.04 %	654	392	352
554115	Total	1039	653	62.85 %	522	269	306
554116	Total	186	139	74.73 %	98	49	60
554118	Total	498	324	65.06 %	253	128	146
555101	Total	493	300	60.85 %	231	108	137
555105	Total	1356	774	57.08 %	622	336	323
555108	Total	800	408	51.00 %	316	179	163
555109	Total	10	9	90.00 %	***	***	***
Unincorporated - Unincorporated	Total	18428	12786	69.38 %	9436	4826	5831
551104	Total	1181	765	64.78 %	582	303	335
551106	Total	431	227	52.67 %	158	91	86
551113	Total	1501	947	63.09 %	728	339	450
552101	Total	609	307	50.41 %	231	102	148
552103	Total	1324	821	62.01 %	629	334	346
552108	Total	820	535	65.24 %	403	197	253
553100	Total	511	356	69.67 %	267	112	180
553105	Total	2859	2528	88.42 %	1699	776	1282
553106	Total	1703	1575	92.48 %	1102	574	772
554100	Total	0	0				
554106	Total	0	0				
554107	Total	0	0				
554108	Total	1774	1211	68.26 %	933	535	486
554109	Total	1333	907	68.04 %	654	392	352
554115	Total	1039	653	62.85 %	522	269	306
554116	Total	186	139	74.73 %	98	49	60
554118	Total	498	324	65.06 %	253	128	146
555101	Total	493	300	60.85 %	231	108	137
555105	Total	1356	774	57.08 %	622	336	323
555108	Total	800	408	51.00 %	316	179	163

		1 Banning City Clerk Treasurer				2 Banning City		
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
555109	Total	10	9	90.00 %	***		***	***
San Gorgonio Memorial Healthcare District	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Health Care Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323

		1 Banning City Clerk			1 Banning City Treasurer		2 Banning City Clerk	2 Banning City Treasurer
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Recreation & Parks Districts	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Recreation & Parks Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137

		1 Banning City Clerk Treasurer						
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Irrigation Districts	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Sanitary Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
551113	Total	1501	947	63.09 %	728		339	450
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
553100	Total	511	356	69.67 %	267		112	180
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554115	Total	1039	653	62.85 %	522		269	306
554116	Total	186	139	74.73 %	98		49	60
554118	Total	498	324	65.06 %	253		128	146
555101	Total	493	300	60.85 %	231		108	137
555105	Total	1356	774	57.08 %	622		336	323
555109	Total	10	9	90.00 %	***		***	***
San Gorgonio Pass Water Agency, Division 1	Total	7738	4858	62.78 %	3761		1874	2207

		1 Banning City Clerk Treasurer			2 Banning City			
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
552101	Total	609	307	50.41 %	231		102	148
553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
555108	Total	800	408	51.00 %	316		179	163
Unincorporated - Water Agencies sub-district	Total	10690	7928	74.16 %	5675		2952	3624
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
551113	Total	1501	947	63.09 %	728		339	450
552101	Total	609	307	50.41 %	231		102	148
552103	Total	1324	821	62.01 %	629		334	346
552108	Total	820	535	65.24 %	403		197	253
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554100	Total	0	0					
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554115	Total	1039	653	62.85 %	522		269	306
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555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - County Water Districts	Total	18428	12786	69.38 %	9436		4826	5831
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553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					

		1 Banning City Clerk Treasurer						
					1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
554108	Total	1774	1211	68.26 %	933		535	486
554109	Total	1333	907	68.04 %	654		392	352
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Unincorporated - County Water Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
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552108	Total	820	535	65.24 %	403		197	253
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553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					
554107	Total	0	0					
554108	Total	1774	1211	68.26 %	933		535	486
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555105	Total	1356	774	57.08 %	622		336	323
555108	Total	800	408	51.00 %	316		179	163
555109	Total	10	9	90.00 %	***		***	***
Unincorporated - Municipal Water Districts sub-district	Total	18428	12786	69.38 %	9436		4826	5831
551104	Total	1181	765	64.78 %	582		303	335
551106	Total	431	227	52.67 %	158		91	86
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553105	Total	2859	2528	88.42 %	1699		776	1282
553106	Total	1703	1575	92.48 %	1102		574	772
554100	Total	0	0					
554106	Total	0	0					

		1 Banning City Clerk				2 Banning City Treasurer			
						1		2	2
		Registered Voters	Voters Cast	Turnout (%)		Vickie Lopez Sellers		Coula Ringgold	Gladys "Sue" Savage
554107	Total	0	0						
554108	Total	1774	1211	68.26 %		933		535	486
554109	Total	1333	907	68.04 %		654		392	352
554115	Total	1039	653	62.85 %		522		269	306
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555105	Total	1356	774	57.08 %		622		336	323
555108	Total	800	408	51.00 %		316		179	163
555109	Total	10	9	90.00 %		***		***	***
Unincorporated - California Water Districts	Total	18428	12786	69.38 %		9436		4826	5831
Contest Total		18428	12786	69.38 %		9436		4826	5831

*** Indicates vote data was suppressed due to voter privacy settings.

RESOLUTION 2024-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF THREE MEMBERS OF THE CITY COUNCIL TO FOUR YEAR TERMS REPRESENTING DISTRICTS 1, 2, AND 3, AND ONE MEMBER OF THE CITY COUNCIL REPRESENTING DISTRICT 4 TO THE REMAINING TWO YEARS OF THAT TERM, AND FOR THE ELECTION OF THE AT-LARGE CITY CLERK AND CITY TREASURER POSITIONS TO FOUR YEAR TERMS, ALL AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND THE BANNING MUNICIPAL CODE, AND REQUESTING CONSOLIDATION OF THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY

WHEREAS, under the provisions of the laws relating to general law cities in the State of California and Section 2.04.035 of Chapter 2.04 of the Banning Municipal Code a General Municipal Election shall be held on Tuesday, November 5, 2024, for the election of Members of City Council for the full term of four years representing Districts 1, 2 and 3 as set forth on the Adopted Electoral District Map attached as **Exhibit A** and currently held by the following officers:

Council Member District 1 – Incumbent Alberto Sanchez
Council Member District 2 – Incumbent Rick Minjares
Council Member District 3 – Incumbent Sheri Flynn; and

WHEREAS, under the provisions of the laws relating to general law cities in the State of California and Section 1.12.030 of Chapter 1.12 of the Banning Municipal Code, a General Municipal Election shall also be held on Tuesday, November 5, 2024, for the at-large election of Municipal Officers for the full term of four years, currently held by the following officers:

City Clerk – Incumbent Marie A. "Toni" Calderon
City Treasurer – Incumbent Alejandro Geronimo; and

WHEREAS, Council Member Reuben Gonzales was elected to a four-year term of office at the November 8, 2022 election and, prior to his resignation, was serving in the first half of his four year term; and

WHEREAS, on December 12, 2023, Council Member Gonzales submitted a signed written letter of resignation to the City Clerk's Office effective as of that date; and

WHEREAS, at the regular City Council meeting held on January 9, 2024, the City Council voted to fill that the vacant office of City Council Member for District 4 by appointment pursuant to Government Code Section 36512(b)(2)(A); and

WHEREAS, at the Special City Council Meeting held on February 6, 2024, more than 130 days prior to the City's next General Municipal Election, the City Council appointed David Happe to fill the vacancy in the office of City Council Member for Council District 4, and in accordance with Government Code Section 36512(b)(2)(A), until the November, 2024 General Municipal Election, at which an individual will be elected to serve the two years remaining in the term that will expire in 2026 representing District 4 as set forth on the Adopted Electoral District Map attached as **Exhibit A** and currently held by the following officer:

Council Member District 4 – Appointed Incumbent David Happe; and

WHEREAS, Under Part 3 of Division 10 of the Elections Code, beginning at Section 10400, elections called by various governing bodies may be partially or completely consolidated with the consent of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. Call for Election. Pursuant to the requirements of the laws of the State of California relating to general law cities, there is hereby called and ordered to be held in the City of Banning, County of Riverside, State of California, on Tuesday, November 5, 2024, a General Municipal Election of the qualified electors of the City for the following purposes:

(a) In Council Districts 1, 2, and 3, the qualified voters of each District shall elect one Member of the City Council representing District 1, one Member of the City Council representing District 2, and one Member of the City Council representing District 3, respectively, each for a full four-year term;

(b) Citywide, the qualified voters shall elect at-large a City Clerk and City Treasurer, each for a full four-year term, and

(c) In Council District 4, the qualified voters of the District shall elect one Member of the City Council representing District 4 for the remaining two-year term, which expires in November 2026.

SECTION 2. Request to Consolidate. Pursuant to Elections Code Section 10403, the Banning City Council hereby requests that the Board of Supervisors of the County of Riverside consolidate the City's General Municipal Election with the Statewide General Election to be conducted in the County on November 5, 2024 and that, within the City of Banning, the precincts, polling places, and election officers of the elections be the same, and that the Riverside County Registrar of Voters canvass the returns of the election, and that the election be held in all respects as if there were only one election. The City Council acknowledges that the election will be held and conducted according to procedures in the Elections Code, including Section 10418.

SECTION 3. Riverside County Registrar Authorized to Administer Election. Under Elections Code Section 10002, the Banning City Council further requests that the Riverside County Board of Supervisors permit the Registrar of Voters office to render services to the City of Banning relating to the conduct of the City's General Municipal Election on November 5, 2024. The City Council requests and authorizes the Riverside County Registrar to administer the election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 4. Time for Opening and Closing of Polls. The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Section 14401.

SECTION 5. Ballots. The ballots to be used at the election shall be in the form and content as required by law. Candidates seeking election to partial term representing District 4 shall be

nominated separately from candidates seeking election to full terms on the City Council representing Districts 1, 2, and 3 and the offices shall appear separately on the ballot.

SECTION 6. Conduct of Election. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. Notice of Election. The City Clerk of the City of Banning will give notice of such election by publication in the local newspaper.

SECTION 8. Filing of Resolution with Registrar. The City Clerk of the City of Banning is authorized and directed to file a certified copy of this Resolution forthwith with the Clerk of the Board of Supervisors of Riverside County and the Registrar of Voters.

SECTION 9. Additional Notice. Notice of the time and place of holding the election is given and the City Clerk and Registrar are authorized, instructed and directed to give such further or additional notice of the election, in time, form and manner as may be required by law.

SECTION 10. Certification of Resolution. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of June 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-78, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of June 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

MAP OF COUNCIL DISTRICTS BOUNDARIES
As Updated by Ordinance 1581 in March 2022

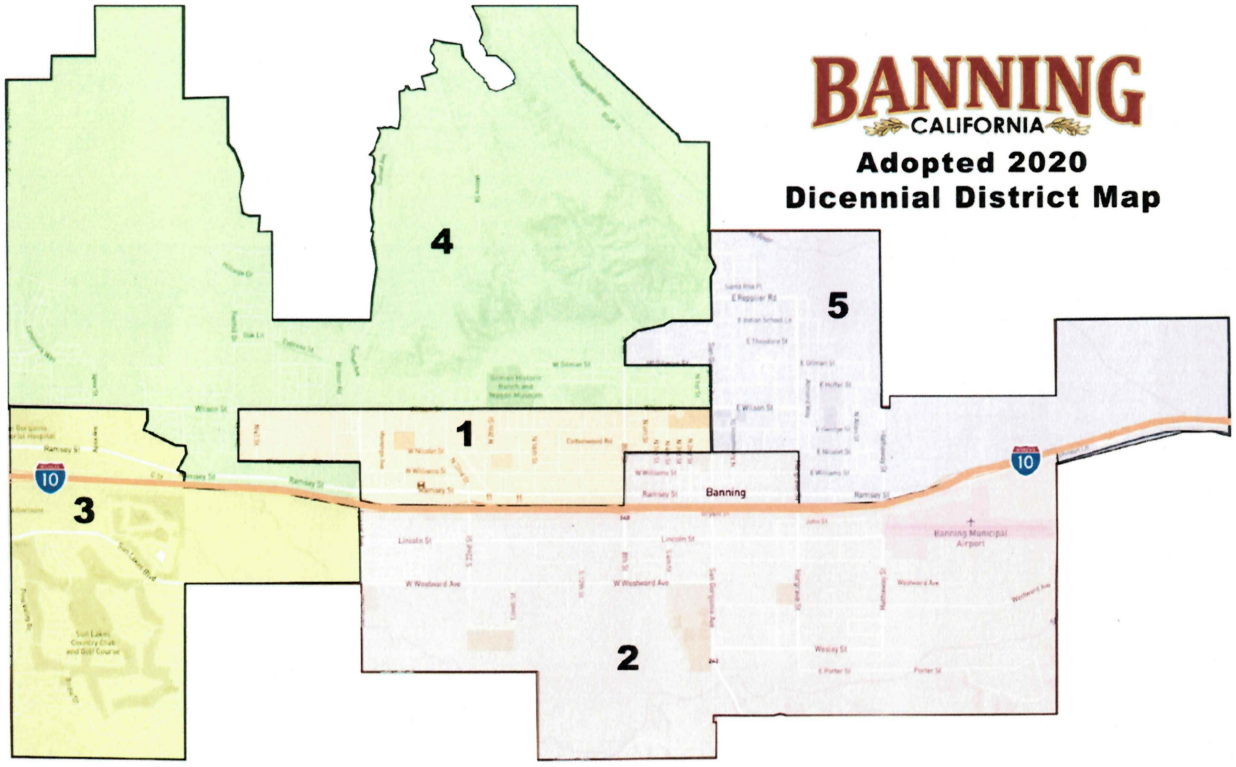

EXHIBIT A

DETAILED 2020 ADOPTED DISTRICT BOUNDARIES

District 1: Beginning at the intersection of Sunset Avenue and I-10, proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar until Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding southerly along San Gorgonio Avenue until Nicolet Street; thence proceeding westerly along Nicolet Street until Eighth Street; thence proceeding southerly along Eighth Street until I-10, thence westerly along I-10 to Sunset Avenue which is the point of origin.

District 2: Beginning at the intersection of Westward Avenue and Sunset Avenue; proceeding northerly along Sunset Avenue until I-10; thence proceeding easterly along I- 10 until 8th Street; thence proceeding northerly along 8th Street until Nicolet Street; thence proceeding easterly along Nicolet Street until Hargrave Street; thence proceeding southerly along Hargrave Street until I-10; thence proceeding easterly along I-10 until the border of the Morongo Tribal Reservation; thence proceeding southerly along the border of the Morongo Tribal Reservation until the City border; thence proceeding clockwise along the City border until the point of origin.

District 3: Beginning at the intersection of Wilson Street and Highland Springs Avenue; thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding southerly along Sunset Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

District 4: Beginning at the intersection of Wilson Street and Highland Springs Avenue: thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar to Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Road; thence proceeding westerly along Gilman Road until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding counter-clockwise along the City border until point of origin.

District 5: Beginning at the intersection of the Morongo Tribal Reservation and the southern border of the City, proceeding northerly along the border of the Morongo Tribal Reservation until I-10; thence proceeding westerly along I-10 until Hargrave Street; thence proceeding northerly along Hargrave Street until Nicolet Street; thence proceeding westerly along Nicolet Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Street; thence proceeding westerly along Wilson Street until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Recognition of Outgoing Elected Officials**

RECOMMENDATION:
Recognize outgoing elected officials for their service to the City.

BACKGROUND:
N/A

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Swearing In of Newly Elected Officials**

RECOMMENDATION:
The Administrative City Clerk will swear in the newly elected pubic officials.

BACKGROUND:
N/A

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Caroline Patton, Administrative City Clerk**

MEETING DATE: **December 10, 2024**

SUBJECT: **Annual City Council Reorganization**

RECOMMENDATION:

Staff respectfully recommend City Council appoint one of its members as Mayor and a second as Mayor Pro Tem to serve for a period of one year.

BACKGROUND:

The annual process of Council reorganization is set by the Banning Municipal Code, Chapter 2.04.070, which dictates that City Council appoint one of its members as Mayor and a second as Mayor Pro Tem.

The term of service for both Mayor and Mayor Pro Tem shall be for a period of one year from date of appointment or until a successor is appointed. No person may become Mayor or Mayor Pro Tem unless a majority of Council members votes to approve the action. A Council member may be elected to a maximum of two consecutive one-year terms in the same position.

JUSTIFICATION:

In accordance with statute, these appointments are made at the meeting the municipal elections results are declared and new elected officials sworn in and seated. In non-election years, reorganization occurs at the first meeting in December.

Finally, City code dictates that the Council member appointed to mayor shall serve as the chair of the City's Successor Agency and Housing Authority. The member appointed as Mayor Pro Tem will serve as the vice chair to each of these bodies. The Mayor Pro Tem serves as mayor or chair only in instances where the mayor is absent, or the position vacated.

FISCAL IMPACT:

N/A

ALTERNATIVES:

There are no alternatives since the City's municipal code requires this annual process.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. BMC 2.04.070 - Appointment of Mayor & Mayor Pro Tem

2.04.070 - Appointment of mayor and mayor pro tem.

A. General/Annual Appointments.

1. The City of Banning has a council/manager form of municipal government. All five members of the city council are elected at large to four-year terms. The mayor serves as the nominal head of the council and the mayor pro tem serves as the locum tenens in the absence of the mayor. Additionally, the city has related agencies, including the successor agency to the former community redevelopment agency and the Banning housing authority. These related entities have various officers, including a chair person and vice chairperson.
2. The city council shall choose one of its members as mayor and one of its members as mayor pro tem every other year at the meeting at which the declaration of the municipal election results and the installation of the newly elected officers is made pursuant to sections 10262 and 10264 of the California Elections Code, following the declaration of the election results. Additionally, in the intervening years, the organizational meeting shall be held at the first meeting in December. The term of service for both mayor and mayor pro tem shall be for a period of one year from the date of appointment or until their successor is appointed. No person may become mayor or mayor pro tem unless a majority of the council votes to approve the action.
3. A councilmember may be elected to a maximum of two consecutive one-year terms in the same office.
4. The mayor shall serve as the chair of the successor agency to the former community redevelopment agency and as chair to the housing authority. The mayor pro tem shall serve as the vice chair of the successor agency to the former community redevelopment agency and as vice chair to the housing authority.

B. Removal. With a majority vote of the body, any officer holding any office governed by this section may be replaced; but in general, such changes should not be made in midterm, and if made, a replacement officer shall be appointed as stated above in subsection 2.04.070(A).

C. Office of the Mayor Pro Tem. The mayor pro tem will serve as mayor in the event of the absence of the mayor and will be appointed as the mayor when there is a vacancy in the office of mayor.

D. Manual of Procedures to Govern. All other terms and procedures associated with the seats of mayor/chair, mayor pro tem/vice chair shall be governed by that "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning" adopted on October 23, 2012 and as may be amended from time to time.

(Ord. No. 1442, § 2, 10-25-11; Ord. No. 1457, § 1, 11-13-12; Ord. No. 1458, § 1, 10-23-12; Ord. No. 1471, § 2, 10-8-13)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Doug Schulze, City Manager**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Planning Commission Special Vacancies Interviews and Appointments to Positions 1, 2, and 3**

RECOMMENDATION:

Conduct interviews to fill Planning Commission vacancies and appoint up to three (3) members to three (3) special vacancies on the Commission for Positions 1, 2, and 3.

BACKGROUND:

Resignations were received from former Planning Commissioners Kinzie Hawver, David Lopez and Leroy Miller on October 7, October 30, and November 19, 2024, respectively. The City Clerk's Office launched a Special Vacancy recruitment to fill the remainder of these three (3) terms. Positions 1 and 2 on the Planning Commission have terms of office that run through January 2025. Position 3 on the Planning Commission has a term of office that runs through January 2027

Special Vacancy notices were posted at City Hall and the Banning Public Library, as well as on the City's website, Facebook and Instagram pages. Two notices were published in the Record Gazette on November 16 and November 22, 2024.

JUSTIFICATION:

Seven applications were received for the Planning Commission Special Vacancies and are up for consideration.

Applicants include:

- Chris Castorena
- David Ellis
- Michael Gonzales
- Gerry Phelps
- Cambria Richardson
- Nathaniel Rodriguez
- Brooke Schicke

Staff recommend asking each applicant two interview questions: (1) Tell us briefly about yourself (qualities/experience/expertise) and what aspects best describe your qualifications to serve on the City's Planning Commission; and (2) Explain your knowledge of the Planning Commission's roles and responsibilities, and their contribution to the City long-term development goals. Further, explain how the Commission contributes to a better quality of life for the residents, businesses and patrons to the city.

FISCAL IMPACT:

There is no fiscal impact of these appointments.

ALTERNATIVES:

Appoint less than 3 applicants to the vacancies and provide staff direction on how to proceed with future recruitments.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Submitted Applications Combined.pdf
2. 2024 11 12_Banning - Special Vacancy Notice (Planning Commission).pdf
3. 2024 11 16_Special_Vacancy_Notice__Plan_Commission_-Affidavit.pdf
4. 2024 11 19_Banning - Special Vacancy Notice (Planning Commission).pdf
5. 2024 11 22_Special_Vacancy_Notice__Plan_Commission_-Affidavit.pdf
6. Interview Questions for Planning Commission 2024 Dec.pdf

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill three immediate vacancies on the City of Banning Planning Commission. The term of two of these offices will begin upon appointment and run through January 2025. The term of the third office will begin upon appointment and run through January 2027. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, November 29, 2024.**

Name: Christopher Castorena

Phone: 951-344-9695

Email Address: ccastorenaiii@gmail.com

Address: 957 E. George St.

Are you currently employed? ☒ Yes ☐ No

Position: Partnership Development M Company: Inland Economic Growth & Oppor

Length of Residency in Banning: 22 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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Ample space is provided. Please do not submit supplemental materials.

1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

Banning is where I grew up and developed a deep appreciation for service and community. As a first-generation college graduate with a Master's in Public Policy from UC Riverside, I specialize in economic development and planning. As Partnership Development Manager at IEGO, I lead workforce development and partnerships promoting economic mobility, aligning with Banning's Active Transportation Plan. I am a member of the IE Vital Conditions Network and IE Young Professionals, and my work, combined with experience in organizations like the San Gorgonio Education Foundation and Pass Rotary, prepares me to serve on the Planning Commission.

2. What types of major issues should the Planning Commission deal with?

The Planning Commission plays a vital role in shaping Banning's quality of life by addressing land use, housing, transportation, and economic development. Flexible zoning, as outlined in the Active Transportation Plan, encourages mixed-use developments and form-based coding that enhance connectivity while preserving the unique character of neighborhoods. Housing affordability and accessibility are supported through diverse options such as ADUs and "missing middle" housing like duplexes and cottage clusters, aligning with the city's efforts to modernize multi-family standards and provide community-focused solutions.

Transportation improvements, guided by Complete Streets principles in the Active Transportation Plan, ensure streets are designed to safely accommodate pedestrians, cyclists, transit users, and drivers, fostering vibrant neighborhoods and commercial corridors. Economic resilience is bolstered by attracting high-value industries and supporting small businesses, reflecting the Planning Commission's commitment to aligning development with community values. Recent in-fill projects demonstrate how these strategies can improve quality of life and address the city's evolving needs.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

Banning faces several challenges and opportunities that require thoughtful planning and collaboration. Infrastructure strain can be addressed by revitalizing underutilized areas and implementing Complete Streets principles to balance infrastructure needs with community livability. Enhancing bike and pedestrian infrastructure aligns with the city's broader vision while the General Plan update progresses.

Housing pressure from regional growth can be mitigated by diversifying the housing stock through supporting ADUs, small multi-family developments, and innovative designs like cottage clusters. Modernizing zoning regulations, as reflected in the city's proposed updates to multi-family standards, is essential for creating housing that meets community needs while maintaining neighborhood character.

There is also an opportunity to enhance public spaces by adding shaded walkways, green infrastructure, and recreational amenities. These improvements can transform public spaces into vibrant community hubs that foster stronger connections and accessibility. By aligning these strategies with city plans and incorporating active community input, the Planning Commission can ensure Banning's development is inclusive, sustainable, and reflective of its values.

Additional Information About this Position

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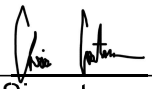
Per City of Banning Resolution 2012-67, you will be required to submit to a criminal background investigation, to include LiveScan fingerprinting, prior to appointment.

Please return to:	City of Banning City Clerk's Office 99 E. Ramsey Street PO Box 998 Banning, CA 92220	**Return by:**	**Friday, November 29, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.



Signature

11/27/2024

Date

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Name DAVID ELLIS

Phone 909 553 5547

Email Address david-ellis@live.com

Address 324 MEADOW LARK LANE city

Are you currently employed? ☐ Yes ☐ No

Position RETIRED Company

Length of Residency in Banning 40 + YEARS

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

2. What types of major issues should the Planning Commission deal with?

PEACE AND PROSPERITY FOR ALL LIVING IN BANNING.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

ONCE AGAIN PEACE AND PROSPERITY ARE THE CHALLENGES THAT NEED TO BE RESOLVED NOW AND IN THE FUTURE

Additional Information About this Position

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PO Box 998
Banning, CA 92220

Return by: **Friday, November 29, 2024** 5:00 p.m.

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Signature

11/29/2024
Date

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Name: Michael gonzales

Phone: 840 251 4534

Email Address: Socalthunder87@gmail.com

Address: 341 s 23 rd st

Are you currently employed? ☐ Yes ☒ No

Position: Retired Company: Beaumont united school district

Length of Residency in Banning: 55 yrs

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

Ok I worked for Beaumont school district for 20 yrs banning high class of 87and been with banning pass little league for almost 30 yrs

2. What types of major issues should the Planning Commission deal with?

If parks are involved we need more parks for the residents of banning if not I can't think of anything rite now sorry about that

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

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Or email to: cityclerks@banningca.gov Remember to sign your application.

Michael gonzales — Signature

11 13 2024 — Date

RECEIVED
NOV 27 2024
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

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Name: Gerry Cousins Phelps

Phone: 951-267-1580

Email Address: secretknowledge@aol.com

Address: 1033 Pine Valley Road. Banning, CA 92220

Are you currently employed? ☐ Yes ☒ No

Position: Retired Company: _____

Length of Residency in Banning: 9+ years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I've held several executive positions in sales. At one time, I was the youngest and only female Sales Manager in the record business (six gold records for sales). I also worked extensively in theater and taught audition technique to trained actors in my own studio, IN THE MOMENT, Studio City, CA. I'm a published writer and produced playwright. When not pursuing the arts, I am a full time stock/options trader. Past Treasurer of HOA in Sherman Oaks, CA. and volunteered on the Board of Directors of small corporation.

over

2. What types of major issues should the Planning Commission deal with?

Banning has a General Plan. Like most small towns, it just "growed." I believe at this point, we are large enough for a Master Plan of Development. The Planning Commission has the crucial advisory role in such overall and wide-ranging harmonization especially in the approval processes and providing recommendations that influence the approval processes for developments, land use plans, and infrastructure investments, while avoiding any conflicts of interest. The key word here is harmonization.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

In implementing a vision or plan of action, special attention must be paid to zoning codes, i.e., approving or denying zoning codes, development plans, and variances. To my mind a zoning code is a promise or an assurance that individual personal and corporate investments are protected. Arbitrarily changing codes is a serious matter and due considerable judiciousness as real estate values and the "look" of a community depend on them. This is true of a town, industrial park, recreation area, entertainment/cultural center, or residential community.

Civic/bureaucratic over-reach is often well intended, but must be overruled in all circumstances, if we want Banning to be a prideful beautiful place to live and work and not just a hodgepodge of this and that.

Additional Information About this Position

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Jerry Lucinda Phelps
Signature

11/21/2024
Date

Please Note: The only real estate investment my husband and I have is our home. So, there should be no conflicts of interest.

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Name: Cambria Richardson

Phone: (559) 940-4681

Email Address: Camirich80@gmail.com

Address: 11055 Sunset Ave Banning, CA 92220

Are you currently employed? [X] Yes [ ] No

Position: HR Generalist Company: La Jolla Group

Length of Residency in Banning: 3 years

Are you a registered voter? [X] Yes [ ] No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? [X] Yes [ ] No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? [X] Yes [ ] No

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1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

I have a bachelor's degree in Human Resources Business management. I have been w/my current company for over 10 years. The last 7 of those years has been in HR. Prior to that I have worked in retail & food as Store or General manager.

2. What types of major issues should the Planning Commission deal with?

The commission should act and advise on all zoning & development within the city. They should be a part of decision making on projects. the commission should keep the city and its residents best intrest in all decisions made. keeping the community engaged with the city and residents property value protected are key in city planning.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

the city seems to be engaging in low-income support for residents, driving a 'class' to the city that will not promote future growth. the city building/businesses and streets are neglected. Banning compared to surrounding cities is looked down on. there are no businesses or attractions that drive consumers to our city. If the correct retailers are not brought in and the city does not focus on infrastructon (instead of more housing) it will fail. Banning should be striving to gain something that Beaumont, Yucaipa, Calimesa, do not already have. the future of Banning is at a tipping point.

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Signature

11/13/24
Date

RECEIVED
NOV 27 2024
City of Banning
City Clerk's Office

2024 NOV 27 3:40PM

APPLICATION TO SERVE ON PLANNING COMMISSION

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Name: Nathaniel Rodriguez

Phone: 760.534.5559

Email Address: rodriguez.nate85@gmail.com

Address: 6111 Knoll Place Banning, CA 92220

Are you currently employed? ☒ Yes ☐ No

Position: Project Manager Company: Palm Springs Unified School District

Length of Residency in Banning: 3 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

Born and raised in Banning, I left to pursue studies in Phoenix, where I earned an A.A. in Drafting from a tech school. Three years ago, I returned to my hometown and currently work with the Palm Springs Unified School District in the Facilities Planning Department, overseeing budgets, project planning, strategic planning, collaboration and support with district staff, board agendas procedures, city and local jurisdictions, coordinate with architects, engineers, inspectors, contractor and testing and oversee school construction projects.

Beyond my professional role, I actively contribute to the community as a member of the Police Advisory Committee, founder of a new soccer club in the city. Additionally, I serve as the pastor of a new church plant that launched two years ago, fostering faith and connection in our community.

2. What types of major issues should the Planning Commission deal with?

Planning Commission should deal with a wide range of issues related to land use, urban development, and community planning. These issues are crucial for guiding sustainable growth and maintaining a balance between economic, environmental, and social needs. Here are the major types of issues the Planning Commission should address:

- Land use and zoning
- Urban development and growth management
- Infrastructure and public facilities
- Environmental sustainability
- Housing and community development
- Economic development
- Historic preservation and cultural resources
- Public engagement and community input
- Transportation planning
- Legal and policy compliance

By addressing some of these issues, will have a better way of shaping the future of a community while ensuring sustainable and equitable development.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

1. Affordable Housing
Problem: Housing is too expensive for many residents.
Solution: Build more affordable units, convert unused buildings into housing, and partner with developers to create cost-effective homes.
2. Traffic and Transportation
Problem: Growing traffic and outdated transit systems.
Solution: Improve public transit, make streets more bike- and pedestrian-friendly, and use smart traffic systems to reduce congestion.
3. Environmental Concerns
Problem: Urban growth harms the environment and reduces green spaces.
Solution: Expand parks, promote eco-friendly building, and use green solutions like rain gardens and solar energy.
4. Economic Challenges
Problem: Overdependence on one industry or sector.
Solution: Attract diverse businesses, support small startups, and offer job training for new industries.
5. Aging Infrastructure
Problem: Roads, water systems, and utilities can't meet current needs.
Solution: Upgrade infrastructure using government funds and partnerships with private companies.

Opportunities and Actions
1. Downtown Revitalization
Opportunity: Improve neglected urban areas to attract businesses and residents.
Action: Build mixed-use developments, improve public spaces, and host events.
2. Smart Technology
Opportunity: Use technology to improve city services.
Action: Install smart devices for traffic and utilities, expand public Wi-Fi, and use data for better planning.
3. Community Involvement
Opportunity: Engage residents to shape the city's future.
Action: Host public meetings, use surveys for feedback, and form advisory groups.
4. Recreational Growth
Opportunity: Build parks, trails, and sports facilities to enhance quality of life.
Action: Plan for recreation needs, partner with sponsors, and promote natural resources.
5. Diversity
Opportunity: Embrace cultural and demographic diversity.
Action: Support minority-owned businesses, host cultural events, and plan inclusively for all groups.

Additional Information About this Position

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Signature

22NOV24

Date

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Name: Brooke Schicke

Phone: 951-385-9930

Email Address: Brooke@Cloud-NDT.com

Address: 1443 N. 8th St. Banning, CA 92220

Are you currently employed? ☒ Yes ☐ No

Position: Director/ NAS 410 Level 3 Company: Cloud NDT LLC

Length of Residency in Banning: 30 Years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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1. Tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to this appointment.

My background is in a technical career field referred to as NDT (Non-Destructive Testing). My specialty is CT scans (Computed Tomography). I was at North Star Imaging in Aliso Viejo, CA for 6 years. When I was not inspecting parts, I was coordinating technical projects, timelines, and resources, ensuring testing and inspection were completed on time. When moving to a larger building I was involved with the city making sure there was adherence to safety regulations, compliance standards, zoning laws and building codes. Facilitated communication between multidisciplinary teams across multiple companies to ensure smooth project execution.

2. What types of major issues should the Planning Commission deal with?

A Planning Commission has a balancing act to perform because there are so many considerations to take into place with our historic city that is seeing rapid growth and planning for more.

Zoning and land use, there's a need for new commercial and residential development but with the preservation of historical buildings and character of older areas. Zoning codes may need to be updated.

Infrastructure and transportation, new growth should be supported before current systems are overwhelmed.

Affordable housing is a great way to take care of your community and often needs to be addressed for increasing populations and land prices rising due to demands.

Economic development can be challenging to attract and retain businesses when first beginning to redevelop underused or abandoned areas but there is so much potential with our beautiful city.

Community engagement will increase after economic development and we will also have to address public safety, make community spaces comfortable and welcoming to families.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

Planning for high density and affordable housing while ensuring that it doesn't lead to overcrowding or deteriorating quality of life. To help with this zoning codes can be updated to encourage mixed use developments, residential, commercial, and recreational. We can maximize efficiency and will also maintain or bring character to an area.

Traffic congestion makes getting from A to B difficult unnecessarily. I think we can develop to where things are more accessible to all income areas by walking or driving a short distance. This can be accomplished by having a balance of mixed used development spaces and planning road infrastructure.

There is a lack of work opportunity for technical fields in the Banning area and I think we could make a technology hub and attract small businesses and more start up companies.

In other communities taking care of the mothers and children is accomplished by health and wellness center focused areas where you can have food, appointments and play all in one area.

Revitalizing our historic neighborhoods by reimagining what can become of a vacant lots or abandoned buildings while looking for partnerships with developers, local businesses, non-profits and public services.

Additional Information About this Position

Per City of Banning Municipal Code Chapter 2.28, proof of residency shall be submitted at time of application to the Commission through voter registration or a utility bill at a physical address within city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. Applicants will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed. Please note that this a volunteer position. Members shall disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment. Planning Commission shall hold no other municipal office in the city. Members may not be employees of the city.

Per City of Banning Resolution 2012-67, you will be required to submit to a criminal background investigation, to include LiveScan fingerprinting, prior to appointment.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: **Friday, November 29, 2024** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Signature

11/14/24
Date

SPECIAL VACANCY NOTICE

IN ACCORDANCE WITH THE MADDY ACT (CAL. GOV. CODE, § 54970 *ET SEQ.*), THIS NOTICE IS TO ANNOUNCE THAT TWO VACANCIES HAVE OCCURRED ON THE BANNING PLANNING COMMISSION.

The City Council of the City of Banning is accepting applications for two positions on the Banning Planning Commission, which position became vacant on October 7, 2024, and October 30, 2024 respectively. The Planning Commission exercises those functions of the planning agency of the City of Banning delegated to it in the Banning Municipal Code.

Applications for this position are available at the Office of the City Clerk located at City Hall, 99 E. Ramsey Street, Banning, California 92220. Members of the Planning Commission must be residents of the City of Banning who hold no other municipal office in the City, and may not be City employees. The deadline for submission of applications to the Administrative City Clerk is **Friday, November 29, 2024**. In accordance with the Maddy Act, appointments can be made to fill these vacant positions on December 10, 2024, or thereafter. For further information regarding the duties associated with Banning Planning Commission, please contact the Administrative City Clerk by phone at (951) 922-3102, or email at cityclerks@banningca.gov.

Date Posted: November 12, 2024
Date Published: November 15, 2024

/s/ Caroline Patton
Administrative City Clerk, City of Banning

DECLARATION OF POSTING

I the undersigned, hereby declare:

1. That I am the Administrative City Clerk of the City of Banning located in the County of Riverside;
2. That on November 12, 2024, I posted copies of the "Special Vacancy Notice" pertaining the Planning Commission (a copy of said notice is hereto attached), as follows:
   A. At Banning City Hall, Office of the City Clerk, 99 E. Ramsey Street, Banning, California 92220;
   B. At the Banning Library, 21 West Nicolet Street, Banning, California 92220;
   C. On the City of Banning website at: https://banningca.gov/79/Planning-Commission

I declare under penalty of perjury under the laws of the State of California, the foregoing is true and correct.

Caroline Patton
Administrative City Clerk
City of Banning

Record Gazette
218 N. Murray St.
Banning, CA 92220
951-849-4586

Proof of Publication

(2015.5 C.C.P.)

Special Vacancy Notice (Plan Comm)

State of California)
County of Riverside) ss.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

November 15, 2024

Executed on: November 15, 2024

At Banning, CA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

K. Shepard

Signature

SPECIAL VACANCY NOTICE

IN ACCORDANCE WITH THE MADDY ACT (CAL. GOV. CODE, § 54970 ET SEQ.), THIS NOTICE IS TO ANNOUNCE THAT TWO VACANCIES HAVE OCCURRED ON THE BANNING PLANNING COMMISSION.

The Banning City Council is accepting applications for two positions on the Banning Planning Commission which became vacant on October 7, 2024 and October 30, 2024. The Planning Commission exercises those functions of the planning agency of the City of Banning delegated to it in the Banning Municipal Code.

Applications for this position are available online: https://banningca.gov/79/Planning-Commission. Members of the Planning Commission must be residents of the City of Banning who hold no other municipal office in the City and may not be City employees.

The deadline for submission of applications to the Administrative City Clerk is Friday, November 29, 2024. In accordance with the Maddy Act, appointments can be made to fill these vacant positions on December 10, 2024, or thereafter. For further information regarding these vacancies or the application, please contact the Administrative City Clerk at 951-922-3102, or email cityclerks@banningca.gov.

Date Posted: November 12, 2024
Date Published: November 15, 2024

/s/ Caroline Patton
Administrative City Clerk, City of Banning

SPECIAL VACANCY NOTICE

IN ACCORDANCE WITH THE MADDY ACT (CAL. GOV. CODE, § 54970 *ET SEQ.*), THIS NOTICE IS TO ANNOUNCE THAT A VACANCY HAS OCCURRED ON THE BANNING PLANNING COMMISSION.

The City Council of the City of Banning is accepting applications for a position on the Banning Planning Commission, which position became vacant on November 19, 2024. The Planning Commission exercises those functions of the planning agency of the City of Banning delegated to it in the Banning Municipal Code.

Applications for this position are available at the Office of the City Clerk located at City Hall, 99 E. Ramsey Street, Banning, California 92220. Members of the Planning Commission must be residents of the City of Banning who hold no other municipal office in the City, and may not be City employees. The deadline for submission of applications to the Administrative City Clerk is November 29, 2024. In accordance with the Maddy Act, appointments can be made to fill these vacant positions on December 10, 2024, or thereafter. For further information regarding the duties associated with Banning Planning Commission, please contact the Administrative City Clerk by phone at (951) 922-3102, or email at cityclerks@banningca.gov.

Date Posted: November 19, 2024
Date Published: November 29, 2024

/s/ Caroline Patton
Administrative City Clerk, City of Banning

DECLARATION OF POSTING

I the undersigned, hereby declare:

1. That I am the Administrative City Clerk of the City of Banning located in the County of Riverside;
2. That on November 19, 2024, I posted copies of the "Special Vacancy Notice" pertaining the Planning Commission (a copy of said notice is hereto attached), as follows:
   A. At Banning City Hall, Office of the City Clerk, 99 E. Ramsey Street, Banning, California 92220;
   B. At the Banning Library, 21 West Nicolet Street, Banning, California 92220;
   C. On the City of Banning website at: https://banningca.gov/79/Planning-Commission

I declare under penalty of perjury under the laws of the State of California, the foregoing is true and correct.

Caroline Patton
Administrative City Clerk
City of Banning

Record Gazette
Your Community. Your Newspaper.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

2024 11 19 Public Notices Plan Com Vacancies

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Nov 22, 2024

Executed on: November 22, 2024

At City of Banning, California

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kathy Shepard
Signature

PUBLIC NOTICE

CITY OF BANNING
PLANNING COMMISSION

The City of Banning is accepting applications to fill three immediate vacancies on the City of Banning Planning Commission. Two of these positions' terms of office will begin in February 2025 and run through January 2029. One position's term of office will begin in February 2025 and run through January 2027.

These are volunteer positions on a Commission that meets on the first Wednesday of each month at 5:30 P.M. You must be a registered voter in the City of Banning to qualify. All applicants must successfully complete a background investigation with fingerprinting before appointment. The application and qualifications for this position are available on the City's website at http://banning.ca.us/79/Planning-Commission.

The deadline to submit your application to the City Clerk's Office is Friday, December 20, 2024 at 5:00 P.M. Submit to the City Clerk's Office, PO Box 998, Banning, CA 92220 or by emailing your signed application to cityclerks@banningca.gov.

/s/ Caroline Patton, Administrative City Clerk
City of Banning, California
Dated: November 19, 2024
Publish: November 22, 2024

December 2024 Planning Commission Interview Questions

1. Tell us briefly about yourself (qualities/experience/expertise) and what aspects best describe your qualifications to serve on the City's Planning Commission.

2. Explain your knowledge of the Planning Commission's roles and responsibilities, and their contribution to the City long-term development goals. Further, explain how the Commission contributes to a better quality of life for the residents, businesses and patrons to the city.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Doug Schulze, City Manager**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Approval of the Meeting Minutes for the November 12, 2024 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the November 12, 2024 City Council Meetings.

BACKGROUND:

After every meeting, the City Clerk's Office prepares meeting minutes. The City Council reviews and approves these minutes either as presented or with modifications.

JUSTIFICATION:

These minutes have been prepared as Action Minutes in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).

FISCAL IMPACT:

None

ALTERNATIVES:

1. Approve as recommended.
2. Approve with modifications.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2024 11 12_Minutes_Special Meeting - Closed Session.pdf
2. 2024 11 12_Minutes_Regular Meeting.pdf

The following information comprises the minutes for a special meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **11/12/2024**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member David Happe
Mayor Alberto Sanchez
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: Mayor Pro Tem Rick Minjares

OTHERS PRESENT: Doug Schulze, City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
Lincoln Bogard, Administrative Services Director
Art Vela, Director of Public Works
Oliver Yee, City Counsel (Liebert, Cassidy, and Whitmore)

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 4:00 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Flynn, Sheri	✕	
Happe, David	✕	
Minjares, Rick		✕
Sanchez, Alberto	✕	
Wallace, Colleen	✕	

2. PUBLIC COMMENT – *Agenda Items*

None

3. CLOSED SESSION

Serita Young, City Attorney, read the closed session citation.

3.1 CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Doug Schulze, City Manager; Lincoln Bogard, Administrative Services Director; Art Vela, Director of Public Works; Nicole Jews, Human Resources Manager; Oliver Yee, City Counsel (Liebert, Cassidy and Whitmore)

Employee Organization: International Brotherhood of Electrical Workers (IBEW) General Unit; International Brotherhood of Electrical Workers (IBEW) Utility Unit; Teamsters; Banning Police Management Association (BPMA)

3.2 REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8
Property: 3144 W. Westward Avenue, Banning, CA 92220
Agency negotiator: Doug Schulze, City Manager
Negotiating parties: Mt. San Jacinto Community College District
Under negotiation: Price and terms of payment

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:33 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

The following information comprises the minutes for a regular meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **11/12/2024**
CITY COUNCIL **REGULAR MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn
Council Member David Happe
Mayor Pro Tem Rick Minjares
Mayor Alberto Sanchez
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Doug Schulze, City Manager
Laurie Sampson, Assistant City Manager
` Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Lincoln Bogard, Administrative Services Director
Art Vela, Director of Public Works
David Newell, Community Development Director
Vincent Avila, Police Chief
Nate Smith, Deputy Director of Public Works/City Engineer
Barbara Mason, Purchasing Manager
Lorraine Walker, Risk & Safety Analyst

1. CALL TO ORDER

Mayor Sanchez called the regular meeting to order at 5:02 p.m.

1.1. Invocation – Pastor Nate Rodriguez led the invocation.

1.2. Pledge of Allegiance

1.3. Roll Call

COUNCIL MEMBER	PRESENT	ABSENT
Flynn, Sheri	✕	
Happe, David	✕	
Minjares, Rick	✕	
Sanchez, Alberto	✕	
Wallace, Colleen	✕	

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda, moving Agenda Item 8.4 to immediately following Agenda Item 3.2.

Motion by Council Member Wallace
Seconded by Council Member Happe

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

3. PRESENTATIONS

3.1. Recycling All Star Awards
Doug Tani from Waste Management presented the two awards.

3.2. Quarterly Small Business Recognition – Johnny Russo's Italian Kitchen

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8.4. Consideration of Resolution 2024-186, Approving a Police Chief Employment Agreement & Swearing In

Public Comment
- Diego Rose

Motion to adopt Resolution 2024-186.

Motion by Mayor Sanchez
Seconded by Mayor Pro Tem Minjares

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

Doug Schulze, City Manager, reported to City Council on this appointment. Lorraine Walker, Risk & Safety Analyst, performed the ceremonial swearing in. Chief of Police, Vincent Avila, addressed the audience.

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4. REPORT ON CLOSED SESSION

Serita Young, City Attorney, reported that as to Agenda Items 3.1 and 3.2, there was discussion and direction provided to staff with no final nor reportable action.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, CITY COUNCIL COMMITTEE REPORTS, CITY MANAGER REPORT, AND CITY ATTORNEY REPORT

5.1. PUBLIC COMMENTS
The following individuals addressed City Council during Public Comment:

- Diego Rose
- Ron Duncan
- Bill Hobbs

5.2. CORRESPONDENCE
None

5.3. APPOINTMENTS
None

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace reported on Regional Conservation Authority (RCA) and Southern California Association of Governments (SCAG) meetings.

Mayor Pro Tem Minjares reported on the City's new National Pollutant Discharge Elimination System (NPDES) permit and the need for the new City Council to pay attention to new stormwater mandates. He reported on an award the City would be receiving.

Council Member Flynn reported on Western Riverside County Council of Governments (WRCOG) and Community Development Block Grant (CDBG) meetings.

Council Member Happe had no report.

Mayor Sanchez had no report.

5.5. CITY MANAGER REPORT
City Manager Schulze reported on an upcoming reception for outgoing members of City Council, retiring City Clerk Marie Calderon, and outgoing City Treasurer Alejandro Geronimo. He reported on the status of several capital projects, including a digital display board in downtown, safety crosswalks, and traffic signal street signage.

5.6. CITY ATTORNEY REPORT
City Attorney Young had no report.

5.7. CITY TREASURER REPORT
City Treasurer Geronimo reported on an upcoming Budget and Finance Committee meeting.

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the October 22, 2024 City Council Meetings
6.2 Consideration of Resolution 2024-173, Approving the City of Banning Electric Utility Power Source Disclosure Annual Report and Power Content Label for Calendar Year
6.3 Consideration of Resolution 2024-174, Awarding a Construction Contract for Project No. 2024-06W Charles Street and Lincoln Street Non-Potable Water Booster Stations and Reservoirs to Pyramid Building and Engineering, Inc. in the amount of $9,236,546 and Approving a 10% Contingency for a Total Project Budget Not-to-Exceed $10,160,200.60
6.4 Consideration of Resolution 2024-175, Approving a Professional Services Agreement with NewGen Strategies and Solutions, LLC for the Banning Electric Utility Cost-of-Service Analysis and Rate Design Study in the Amount of $164,600
6.5 Consideration of Resolution 2024-176, Accepting Community Development Block Grant (CDBG) Funds for Fiscal Year 2024/2025 in the Amount of $ 159,408 for the Banning Senior Center (5.BN.61-24) in the Amount of $43,144; Dysart Park Improvement Project (5.BN.62-24) in the Amount of $105,000; And the Banning Peace Center Food Program in the Amount of $11,264, and Rescinding Resolution 2024-159
6.6 Consideration of Resolution 2024-177, Approving a Successor Memorandum of Understanding (MOU) with the International Brotherhood of Electrical Workers (IBEW) Local 47 Representing the Utility Unit Employees, Effective July 1, 2024 through December 31, 2026, and Authorizing the City Manager to Finalize and Execute a Successor Agreement
6.7 Consideration of Resolution 2024- 178, Approving Amendment No. 1 to the Professional Services Agreement (C00991) with Aragon Geotechnical, Inc. for Surface Mining Inspection Services to Extend the Contract for an Additional Year and Increase the Contract by $6,082.50 for a Total Not to Exceed $12,165
6.8 Consideration of Resolution 2024-179, Approving a Subdivision Improvement Agreement with RSI Development Banning, LLC for Tract 36939 and Accepting Performance and Labor and Material Bonds for Public Improvements and Exonerate Existing Bonds Submitted by the Previous Property Owner
6.9 Consideration of Resolution 2024 -180, Approving an Easement Purchase and Sale Agreement with Southern California Edison for an Easement in the City of Banning Water Canyon
6.10 Consideration of Resolution 2024-181, Amending the Classification and Compensation Plan
6.11 Consideration of Resolution 2024-182, Approving Community Development Block Grants (CDBG) for FY 2025-2026
6.12 Update on Cost Recovery Services for First Responder (EMS/Fire) Medical Billing Fees Collected by Wittman Enterprises LLC for the City of Banning
6.13 Receive and File Annual Fire Inspection Report of Certain Occupancies for Fiscal Year 2023/2024 Pursuant to California Health and Safety Code Section 13146.4
6.14 Community Cleanup and Compost Giveaway Event Update Recommendation: This is informational only; receive and file report.
6.15 Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize 90% Reduction of the Improvement Bonds
6.16 Consideration of Approving Amendment No. 1 to the Renewable Natural Gas Supply Agreement with AmpRenew Offtake I, LLC

6.17 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37388-3, within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System

Public Comment
None

Motion to adopt consent Agenda Items 6.2, 6.6 to 6.7, 6.10, 6.13 to 6.17.

Motion by Council Member Wallace
Seconded by Council Member Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.1 Approval of the Meeting Minutes for the October 22, 2024 City Council Meetings

Public Comments
- Lincoln Bogard

Motion to adopt the Meeting Minutes for the October 22, 2024 City Council Meetings.

Motion by Council Member Wallace
Seconded by Mayor Sanchez

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri		✕			
Happe, David	✕				
Minjares, Rick			✕		
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 3-1, with 1 abstention.

6.3 Consideration of Resolution 2024-174, Awarding a Construction Contract for Project No. 2024-06W Charles Street and Lincoln Street Non-Potable Water Booster Stations and Reservoirs to Pyramid Building and Engineering, Inc. in the amount of $9,236,546 and Approving a 10% Contingency for a Total Project Budget Not-to-Exceed $10,160,200.60

Art Vela, Director of Public Works, answered City Council questions about the report.

Public Comments
None

Motion to adopt Resolution 2024-174.

Motion by Council Member Wallace
Seconded by Council Member Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.4 Consideration of Resolution 2024-175, Approving a Professional Services Agreement with NewGen Strategies and Solutions, LLC for the Banning Electric Utility Cost-of-Service Analysis and Rate Design Study in the Amount of $164,600

Art Vela, Director of Public Works, answered City Council questions about the report.

Public Comments
- Frank Connolly

Motion to adopt Resolution 2024-175.

Motion by Council Member Wallace
Seconded by Council Member Happe

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.5 Consideration of Resolution 2024-176, Accepting Community Development Block Grant (CDBG) Funds for Fiscal Year 2024/2025 in the Amount of $ 159,408 for the Banning Senior Center (5.BN.61-24) in the Amount of $43,144; Dysart Park Improvement Project (5.BN.62-24) in the Amount of $105,000; And the Banning Peace Center Food Program in the Amount of $11,264, and Rescinding Resolution 2024-159

Doug Schulze, City Manager, answered City Council questions related to the report.

Public Comments
None

Motion to adopt Resolution 2024-176.

Motion by Mayor Sanchez
Seconded by Mayor Pro Tem Minjares

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.8 Consideration of Resolution 2024-179, Approving a Subdivision Improvement Agreement with RSI Development Banning, LLC for Tract 36939 and Accepting Performance and Labor and Material Bonds for Public Improvements and Exonerate Existing Bonds Submitted by the Previous Property Owner

Nate Smith, Deputy Director of Public Works/City Engineer, answered City Council questions about the report.

Public Comment
- Frank Connolly

Motion to adopt Resolution 2024-179 and directing staff to track the 2-year extension of the Subdivision Improvement Agreement.

Motion by Mayor Pro Tem Minjares
Seconded by Mayor Sanchez

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.9 Consideration of Resolution 2024-180, Approving an Easement Purchase and Sale Agreement with Southern California Edison for an Easement in the City of Banning Water Canyon

Art Vela, Director of Public Works, reported on a change to the resolution.

Public Comment
None

Motion to adopt Resolution 2024-180.

Motion by Council Member Happe
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.11 Consideration of Resolution 2024-182, Approving Community Development Block Grants (CDBG) for FY 2025-2026

Doug Schulze, City Manager, answered City Council questions about the report.

Public Comment
- Frank Connolly

Motion to adopt Resolution 2024-182.

Motion by Council Member Flynn
Seconded by Council Member Happe

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.12 Update on Cost Recovery Services for First Responder (EMS/Fire) Medical Billing Fees Collected by Wittman Enterprises LLC for the City of Banning

Lincoln Bogard, Administrative Services Director, answered City Council questions about the report.

Public Comment
- Frank Connolly

Mayor Sanchez announced a recess at 7:08 p.m. The meeting was reconvened at 7:23 p.m.

7. PUBLIC HEARING(S)

None

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2024-183, Making a Determination of Exemption under CEQA Guidelines Section 15301 and Further Making a Determination that the Public

Convenience or Necessity Would be Served by the Issuance of Alcoholic Beverage Control License Type 21 (Off-Sale General) for a Market and Deli Located at 263 West Ramsey Street, within the Downtown Commercial Zone and Census Tract 441.01

David Newell, Community Development Director, presented the staff report.

Public Comment
- Dorie Gartzke
- Melody Waltz
- Kathleen Dale

8.2 Update on the Sun Lakes Boulevard Extension Project and Consideration of Resolution 2024-184, Approving EA 24-0051, An Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Pursuant to the California Environmental Quality Act for the Sun Lakes Boulevard Extension Project

Nate Smith, Deputy Director of Public Works/City Engineer, presented the staff report.

Public Comment
- Kathleen Dale

Motion to adopt Resolution 2024-184.

Motion by Mayor Pro Tem Minjares
Seconded by Mayor Sanchez

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri		✕			
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 4-1.

8.3 Consideration of Resolution 2024-185, Authorizing the City Manager to Execute Amendment No. 1 to the Transportation Uniform Mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments for up to $13,000,000 for the Sun Lakes Boulevard Extension Project

Nate Smith, Deputy Director of Public Works/City Engineer, presented the staff report.

Public Comment
None

Motion to adopt Resolution 2024-185.

Motion by Mayor Sanchez

Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

8.4 *Reordered under Agenda Item 2.1. Heard immediately following Agenda Item 3.2.*

8.5 Consideration of Resolution 2024-07 UA, Approving a Reimbursement in the Amount of $127,613.58 to the Banning Heights Mutual Water Company for Consultant Expenses Related to the San Gorgonio Flume Project

Art Vela, Director of Public Works, presented the staff report.

Public Comment
None

Motion to adopt Resolution 2024-07 UA.

Motion by Council Member Wallace
Seconded by Council Member Happe

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

8.6 Preliminary Results of Operations for Fiscal Year 2023-24

Lincoln Bogard, Administrative Services Manager, presented the staff report.

Public Comment
None

9. DISCUSSION ITEM(S)

9.1. Consider Animal Shelter Options

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Robin Brantley

- Beth Barnhart
- Gail Ousley
- Frank Connolly
- Kathleen Dale
- Cynthia Barrington

9.2. Discuss Options for Use of Zoom During City Council Meetings

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Frank Connolly
- John Hagen

10. ANNOUNCEMENTS FROM LEGISLATIVE BODY MEMBERS

Council Member Wallace had no announcements..

Mayor Pro Tem Minjares had no announcements.

Council Member Flynn had no announcements.

Council Member Happe had no announcements.

Mayor Sanchez announced a local toy drive run by the Banning Chamber of Commerce, with collection boxes at many local businesses.

11. ITEMS FOR FUTURE AGENDAS

11.1. New Items:
1. SEC Determination regarding Bitcoin (Happe)
2. Public Benefits Fund for Water Utility (Happe)

11.2. Pending Items:
1. Grow Banning (Sanchez)
2. Neighborhood Groups/Identities (Minjares)
3. Update on Community Garden (Flynn)
4. Zencity Contract (Flynn)
5. ~~Zoom Options for Public Meetings (Flynn)~~
6. Developer Presentation on Sunset Crossroads Project (Flynn)
7. City Manager Evaluation (Flynn)
8. All Active Lawsuits against the City (Flynn)
9. Increased Compensation for City Treasurer and City Clerk (Flynn)

12. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

The meeting was adjourned at 10:05 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

*These minutes have been prepared as **Action Minutes** in accordance with City Council Resolution 1995-21 and Government Code Sections 36814, 40801, and 54953(c)(2).*

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Agenda Item 8.1: Staff Presentation
Exhibit B – Agenda Item 8.2: Staff Presentation
Exhibit C – Agenda Item 8.3: Staff Presentation
Exhibit D – Agenda Item 9.1: Public Comment Received

BANNING CALIFORNIA

Background

- On July 13, 2022, the Planning Commission adopted Resolution 2022-10 approving a Conditional Use Permit to allow a market and deli store selling beer, wine and distilled spirits within an existing building located at 263 W. Ramsey
- Since that time, the City has issued permits to allow improvements to the building for the market and deli
- The operator, Grapevine Liquor, has submitted an application to the Dept. of Alcoholic Beverage Control (ABC) to sell beer, wine and distilled spirits for off-site consumption – a Type 21 liquor license

BANNING CALIFORNIA

Liquor License Process

- The ABC processes licenses pursuant to California Business and Professions Code (BPC)
- BPC Section 23958 requires the ABC to deny a liquor license if proposed within a census tract that has an undue concentration of licenses
- An undue concentration exists when the ratio of retail licenses to the population in a census tract exceeds the ratio of licenses to population in the county
- BPC Section 23958.4(b) allows the issuance of an additional license within a census tract having an undue concentration if the governing body (City Council) determines a public convenience or necessity (PCN) would be served by the issuance of the additional license

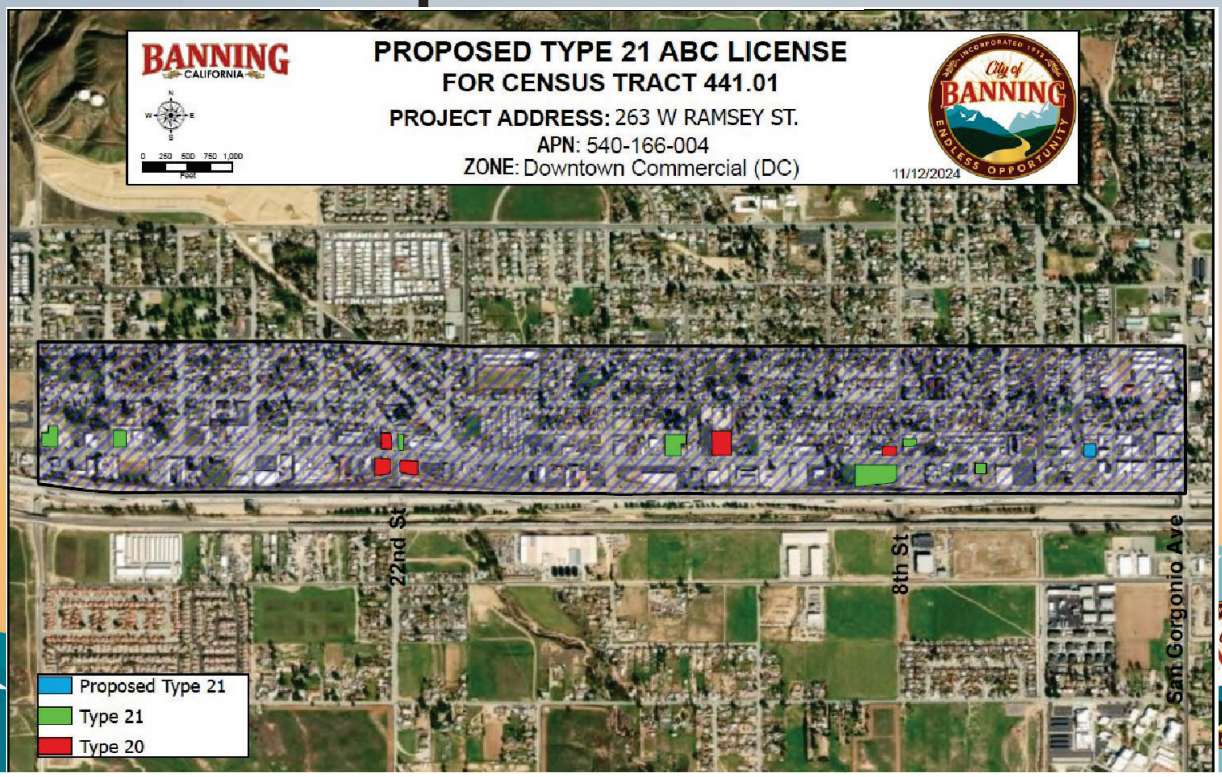
Census Tract and Existing Licenses

- The subject site is located within census tract 441.01, which is encompassed by Sunset Avenue to the west, San Gorgonio Avenue to the east, Nicolet Street to the north and Interstate 10 to the south
- There are currently 12 retail licenses within tract 441.01, including Type 21 (Off-Sale General) and Type 20 (Off-Sale Beer & Wine)
- The Applicant's would be the thirteenth within this census tract

Census Tract and Existing Licenses

Business Name	Address	License Type
Chevron/G&M Oil	827 W. Ramsey St.	20
Smart & Final	2971 W. Ramsey St.	21
Rite Aid	806 W. Ramsey St.	21
Shopping Basket	2217 W. Ramsey St.	20
Cheers Liquor & Market	572 W. Ramsey St.	21
Shell	2192 W. Ramsey St.	20
Sunset Liquor	3181 W. Ramsey St.	21
4 Bros Liquor	2185 W. Ramsey St.	21
Dollar General	1323 W. Ramsey St.	20
Banning Liquor	62 N. 8th St.	21
Arco AM/PM	2228 W. Ramsey St.	20
Eddie's Liquor	1449 W. Ramsey St.	21

Map of Licenses



Evidence Supporting PCN

- Site is within Downtown Commercial Zone, an area where typically more liquor licenses are concentrated to attract residents and tourists visiting retail, service, and entertainment uses. The proposed business will provide market and deli food, in addition to liquor sales, and increase retail options in the City, and be consistent with the General Plan policies, including:
  - Policy 4: Attract a greater number of commercial retail businesses to the Downtown Core area to develop a safe, vital and consumer-friendly downtown shopping area. Program
  - 4.A: Provisions for the Downtown Commercial Zoning District shall encourage specialty retail uses, live-work uses, and other uses which support and expand the pedestrian and tourist-related shopping experience
- The Planning Commission issued a Conditional Use Permit for the proposed use on July 13, 2022, which included findings that the use is consistent with criteria in Section 17.52.050 of the Zoning Code. The Commission found the use was consistent with the General Plan and Zoning Code; the use would not impair the integrity and character of the land use district; the site is physically suitable for the type and intensity of land use being proposed, among other findings necessary for approval of the CUP.

Recommendation

- Adopt Resolution 2024-183, MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15301 AND FURTHER MAKING A DETERMINATION THAT THE PUBLIC CONVENIENCE OR NECESSITY WOULD BE SERVED BY THE ISSUANCE OF ALCOHOLIC BEVERAGE CONTROL LICENSE TYPE 21 (OFF-SALE GENERAL) FOR A MARKET AND DELI LOCATED AT 263 WEST RAMSEY STREET, WITHIN THE DOWNTOWN COMMERCIAL ZONE AND CENSUS TRACT 441.01

Questions?

Contact Information

David A. Newell, AICP, Community Development Director

dnewell@banningca.gov

RESOLUTION 2024-184

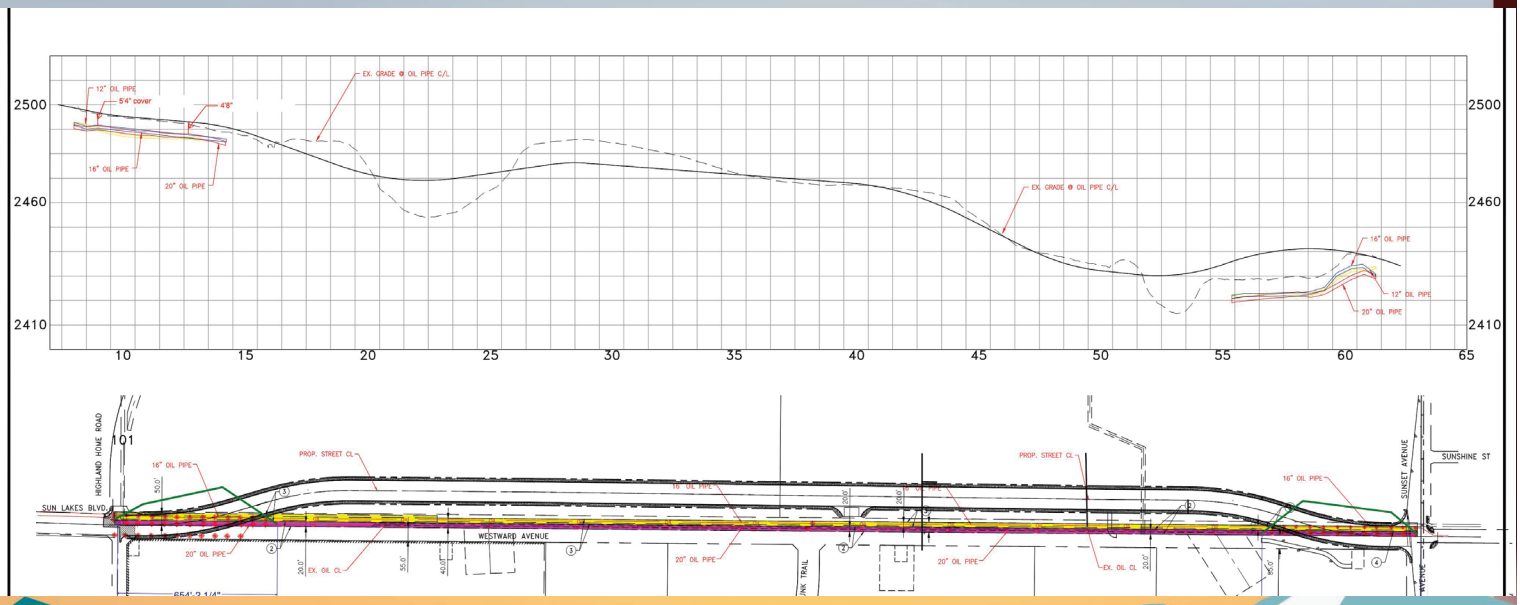
Approval of EA 24-0051, Adopting an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the Sun Lakes Boulevard Extension Project

Background

- Sun Lakes Boulevard has been on the City's Circulation Element to at least as far back as 1994
- Sun Lakes Boulevard right of way was offered to the City of Banning on Parcel Map 25541 in February 1990
- Resolution 2020-21: Accept Lots on PM 25541
- Resolution 2020-48: Award of Professional Services Contract to Albert A. Webb Associates
- Resolution 2020-97: Approving a TUMF Reimbursement Agreement for $1,000,000 for city expenditures on the SLB Extension Project

Background

- DBESP Clearance: Received notice from USFWS and CDFW of clearance of the DBESP for the Sun Lakes Boulevard Extension Project
- Plan Status: 100% plans completed in November 2024
- Easements:
  - Williams Pipeline – City has received a letter of non-interference to allow for encroachment and construction that protects the pipeline in place
  - Lumen – Initial communication indicates that encroachment is allowable that protects the pipeline in place
  - Kinder Morgan – Council approved Resolution 2024-170, and City Staff is preparing paperwork necessary to start the design process



Environmental Review

- The City of Banning, as lead agency, prepared an Initial Study for the project
- The IS did not find any responses as “potentially significant impacts”, and mitigation measures were proposed for items identified as “less than significant impacts with mitigation incorporated”
- A Mitigation Monitoring and Reporting Program was established for items identified as “less than significant impacts with mitigation incorporated”

Environmental Review

- The project Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and Notice of Intent to Adopt the IS/MND were circulated for public review on September 9, 2024
  - Published to City Website
  - Published to State Clearinghouse
  - Available for review at City Hall and Banning Library
  - NOI sent to interested parties, Responsible Agencies, and Riverside County Clerk
  - Published in the Record Gazette
- Public Comments closed on October 8, 2024

Environmental Review

- Public Comments
  - 1 Agency Comment
  - 1 Private Citizen Comment
  - 1 Late Comment
- Final IS/MND and MMRP address the 3 comment letters received

Next Steps

- Filing permit applications with U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and Regional Water Quality Control Board
  - Obtain Dredge and Fill Permit
  - Obtain Streambed Alteration Agreement
- Obtain Encroachment Permit from Kinder Morgan
- Estimate 6 to 9 months to obtain all permits
- Solicit Construction Bids

Project Funding

- Estimated Project Cost: $38,000,000
  - Includes 30% Material and Construction Contingency
  - Includes $3,700,000 Kinder Morgan Relocation
  - Includes $3,000,000 Environmental Mitigation
- Identified Funding: $30,000,000
  - $13,500,000 RCTC MARA
  - $12,000,000 WRCOG TUMF (if approved by Council)
  - $2,320,000 RCTC Measure A Funding
  - $2,500,000 City of Banning DIF

Recommendation

- Adopt Resolution 2024-184, Approving EA 2024-0051, An Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Pursuant to the California Environmental Quality Act for the Sun Lakes Boulevard Extension Project

Thank You

Nate Smith, PE
Deputy Director of Public Works/City Engineer
nsmith@banningca.gov

RESOLUTION 2024-185

Authorizing the City Manager to Execute Amendment No. 1 to the Transportation Uniform mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments for up to $13,000,000 for the Sun Lakes Boulevard Extension Project

Background

- WRCOG TUMF Program
  - Development Impact Fee Program applied in Western Riverside County
  - Split into 5 Zones. Banning is in the Pass Zone
  - Pass Zone is Banning, Beaumont, Calimesa, and County or Riverside
  - Approximately 45.7% of all funds collected in the Zone remain for projects in the Zone.
  - SLB is identified as a qualifying project on the Secondary (Zone Specific) Network
  - 2017 TUMF MAX Share is $17,659,000

Background

- City Council approved Resolution 2020-97 on 7/14/20
  - Agreement for $1,000,000 between City of Banning and WRCOG
  - Monies for design related expenses for the SLB Extension Project
- City has expensed this money on design related tasks for the SLB Extension project
- Additional $12,000,000 was approved on the Pass Zone Transportation Improvement Program (TIP) in June 2024
- This Resolution is an implementing act in securing the allocation on the TIP

Project Funding

- Estimated Project Cost: $38,000,000
  - Includes 30% Material and Construction Contingency
  - Includes $3,700,000 Kinder Morgan Relocation
  - Includes $3,000,000 Environmental Mitigation
- Identified Funding: $30,000,000
  - $13,500,000 RCTC MARA
  - $12,000,000 WRCOG TUMF (if approved by Council)
  - $2,320,000 RCTC Measure A Funding
  - $2,500,000 City of Banning DIF

TUMF Updates

- The WRCOG Executive Committee approved the 2024 Nexus Study Update, including revised impact fees and updated project cost estimates
- The new fees go into effect in April 2025. Future items will be presented to City Council to update the TUMF ordinance in advance of this date.
- The TUMF MAX Share for the SLB project is revised from $17,659,000 to $44,422,000
- City Staff will continue to pursue additional project funding to maximize City benefit from the TUMF Program
- TIP updates begin in March/April 2025

Recommendation

- Adopt Resolution 2024-185, Authorizing the City Manager to Execute Amendment No. 1 to the Transportation Uniform mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments for up to $13,000,000 for the Sun Lakes Boulevard Extension Project

Thank You

Nate Smith, PE
Deputy Director of Public Works/City Engineer
nsmith@banningca.gov

Exhibit D

RECEIVED
NOV 12 2024
City of Banning
City Clerk's Office

On November 12, 2024 the City Clerk's Office received **410 copies** of the attached comment.

To the City of Banning Council Members,

This is a letter of concern regarding the homeless animals in our city. I am respectfully requesting that we DO NOT spend any of our money on a contract with ANY kill shelter, county or otherwise.

We citizens want a speedy resolution of this issue by opening a NO KILL shelter in our city.

Thank you very much for your support for the ones that don't have a voice.

Respectfully submitted,

Name	City	State	Postal Cor	Country	Commented	Comment
Kate Kenner	Guilford	VT	5301	US	10/3/2024	"I hope people there are raising their voices there because that is what is needed. Also, healthy animals are NEVER euthanized, they are killed. Who would ever say a human murder victim was euthanized?
Fournier Fernande	Luxembourg		1482	Luxembou	10/3/2024	"En recolte toujours ce quand saime. Tôt ou tard. Ici ou ailleur. N'oubliez pas. C'es notre devoir de respecter et proteger les animaux"
Jennifer Player	Banning	CA	92220	US	10/8/2024	"They're are too many animals running loose.."
Valerie Ellison	Whittier	CA	90604	US	10/8/2024	"Valerie Ellison"
Heather Smith	Yucaipa	CA	92399	US	10/8/2024	"We need a no kill shelter here badly. So many in need."
cathey guerry	Yucaipa	CA	92399	US	10/8/2024	"come on folks ...we need help ...we need your voices ...they need us to speak for them"
jessica schee	Banning	CA	92220	US	10/8/2024	"Banning has been without a shelter for too long and too many dogs are out starving or being killed Banning needs to re establish this NO KILL SHELTER"
Shelly Velasquez	Banning	CA	92220	US	10/8/2024	"We need one."
Rebekah Simmons	BEAUMONT	CA	92223	US	10/8/2024	"Rebekah Ledbetter"
Corinna Daering	Beaumont	CA	92223	US	10/8/2024	"It's horrible how many animals die because we don't have enough shelters. Please open the shelter in Banning and make it a non kill shelter 🙏🙏🙏"
Gloria Jones	Beaumont	CA	92223	US	10/8/2024	"We do need a shelter in Banning, so it will also help with the animals in Beaumont, California also."
Lora Gilkey	Banning	CA	92220	US	10/8/2024	"We need a safe place for the babies"
Julia Dolbee	Fort George (	MD	20755	US	10/8/2024	"This is my home town. We need humaine treatment of our animals."
Amy Palmer	Los Angeles	CA	90026	US	10/8/2024	"This needs to happen for the animals of Banning"
Daniel Flanagan	Banning	CA	92220	US	10/8/2024	"Strongly feel this is important for the community and would encourage the city to make this happen please."
Marlena Barba	Banning	CA	92220	US	10/8/2024	"Our shelter should have never been closed and we need another!!!"
Janice Hilpert	Riverside	CA	92509	US	10/8/2024	"I think every animal has a right to live and be loved"
Susan Taniguchi	Beaumont	CA	92223	US	10/8/2024	"Susan Taniguchi"
Lynette Cheek	Banning	CA	92220	US	10/8/2024	"What was the back up plan for shutting down the privately run shelter!!!!!!! Step up this is not acceptable!!"
Margo Gaynor	Pomona	CA	91766	US	10/8/2024	"There is a need for this service to help animals. Thank you"
Kathie Jenni	Beaumont	MT	92223	US	10/8/2024	"Any decent city will establish an animal shelter for the obvious reasons: to help homeless animals and save lives, as well as to help people to adopt lifelong companions."
Jenny Olvera	Banning	CA	92220	US	10/8/2024	"Jenny s Miles-Olvera"
Valerie Pyatt	Banning	CA	92220	US	10/8/2024	"I love animals and they need help..."
Julie Miller	Calimesa	CA	92320	US	10/8/2024	"We need to be their voice and stop the suffering."
Trinity McCallum	Banning	CA	92220	US	10/9/2024	"We need our shelter back! Too many dogs lost and dropped off."
Dawn Coury	Beaumont	CA	92223	US	10/11/2024	"This is what we need in our area . No Kill shelter."
Mary P	Banning	CA	92220	US	10/11/2024	"We need an animal shelter"
Melinda A Tummler	Rancho Cuca	CA	91730	US	10/21/2024	"Need Animal Shelter in our community especially no kill."
Sheila Orr	Banning	CA	92220	US	10/22/2024	"I will contribute a contribution when I get paid at the end of the month. Thank you."
Donald wieklinski	Terre Haute	IN	47803	US	11/1/2024	"Needs attention."
Eric Engkjer	Los Angeles	CA	90036	US	11/2/2024	"I believe that small animals and pets should not be killed."

RECEIVED
NOV 12 2024
City of Banning
City Clerk's Office

Received 11/12/2024
from Miriam Ramirez
(In meeting)

Online Petition!

Name	City	State	Postal Code	Country	Signed On	Signed On
miriam r				US	10/2/2024	10/2/2024
Jordan Trejo	Banning	CA	92220	US	10/2/2024	10/2/2024
Robin Brantley	Banning	CA	92220	US	10/2/2024	10/2/2024
Van Haren Theresa	Riverside	CA	92505	US	10/2/2024	10/2/2024
Kathleen Martin	Banning	CA	92220	US	10/2/2024	10/2/2024
mary scotto	Banning	CA	92220	US	10/3/2024	10/3/2024
Luana Diaz	Banning	CA	92220	US	10/3/2024	10/3/2024
Seth Barlow	Banning	CA	92220	US	10/3/2024	10/3/2024
Ann Smith	Stockton	CA	95209	US	10/3/2024	10/3/2024
Karla Carrillo	Banning	CA	92220	US	10/3/2024	10/3/2024
Lee Stone	Banning	CA	92220	US	10/3/2024	10/3/2024
Ashley Weingartner	Banning ca	CA	92220	US	10/3/2024	10/3/2024
Yolanda Schultes	Wittenbach		9300	Sweden	10/3/2024	10/3/2024
jocelyne lapointe	terrebonne		j6w0b5	Canada	10/3/2024	10/3/2024
Chris Yang	Redlands	CA	92374	US	10/3/2024	10/3/2024
Katalin Kónya-Jakus	Szatymaz			Hungary	10/3/2024	10/3/2024
Petra Achtzehnter	Kaiserslautern		67663	Germany	10/3/2024	10/3/2024
Simoni kapa	Athens			Greece	10/3/2024	10/3/2024
Pennell Brent	Edmonton		T5H	Canada	10/3/2024	10/3/2024
David Flynn	St Helens		WA9	UK	10/3/2024	10/3/2024
Anne Montarou	Ahrensburg		22926	Germany	10/3/2024	10/3/2024
Rosi Zang	Aschaffenburg		63743	Germany	10/3/2024	10/3/2024
Anneke Andries	Raamsdonksveer		4941JT	Netherlands	10/3/2024	10/3/2024
Wendy Forster				UK	10/3/2024	10/3/2024
Susana Muñoz	Madrid		28019	Spain	10/3/2024	10/3/2024
sara sang	los angeles	CA	91601	US	10/3/2024	10/3/2024
Bruce Forster	Newcastle upon Tyne		NE7	UK	10/3/2024	10/3/2024
Robert Nowak				Poland	10/3/2024	10/3/2024
A. Otto	Auerbach		8209	Germany	10/3/2024	10/3/2024
Kate Kenner	Guilford	VT	5301	US	10/3/2024	10/3/2024
Lori Smell	Wiggins	CO	80654	US	10/3/2024	10/3/2024
Martine Cuisenaire	Heer		5543	Belgium	10/3/2024	10/3/2024
Fournier Fernande	Luxembourg		1482	Luxembourg	10/3/2024	10/3/2024

Andréa Branco	Sao Paulo		4110	Brazil	10/3/2024	10/3/2024
hortencia mendoza			44260	Mexico	10/3/2024	10/3/2024
Lisa Schulze	Seattle	WA	98168	US	10/3/2024	10/3/2024
Hanneke Mol	Poortvliet	NE	4693EG	US	10/3/2024	10/3/2024
corine cathala	Pierrelatte		26700	France	10/3/2024	10/3/2024
Scott Davis	Roseville	CA	95661	US	10/3/2024	10/3/2024
Caroline Sévilla	Paris		75001	France	10/3/2024	10/3/2024
tracie Prussic	Beaumont	CA	92223	US	10/3/2024	10/3/2024
susan devereaux	new castle	DE	19720	US	10/3/2024	10/3/2024
Shayna Tyler			10000	France	10/3/2024	10/3/2024
Maria van Geel.	Poznan			Poland	10/3/2024	10/3/2024
Jan Gielkens	Weert		6005RV	Netherlands	10/3/2024	10/3/2024
Barry Baudains	Saint Helier			Jersey	10/3/2024	10/3/2024
Oleg Kobets	Kemerovo		650001	Russia	10/3/2024	10/3/2024
JENIFER ROBINSON	Banning	CA	92220	US	10/3/2024	10/3/2024
Nicolle Valles	Banning	CA	92220	US	10/3/2024	10/3/2024
Frédéric Jaubert	Pont de Chéruy		38230	France	10/3/2024	10/3/2024
L Saunders	Masterton			New Zealand	10/3/2024	10/3/2024
Gary Schutt	Watford	ENG	WD5 0JJ	UK	10/3/2024	10/3/2024
R S	Koln		51069	Germany	10/3/2024	10/3/2024
Elisabeth Bechmann	Polten		3100	Austria	10/3/2024	10/3/2024
Dominique Girard	Marseille		13001	France	10/3/2024	10/3/2024
Sandra Fuhriman	Banning	CA	92220	US	10/3/2024	10/3/2024
Analía Caiazza	Rosario. Santa Fe		2000	Argentina	10/3/2024	10/3/2024
Astrid Beatrix Geest	Stadskanaal		9502	Netherlands	10/3/2024	10/3/2024
suzanne Bennett	Matlock		DE4	UK	10/3/2024	10/3/2024
Viviane Vanbuggenhout	1200 brussels		1200	Belgium	10/3/2024	10/3/2024
Dominique LANG	Vaison-la-Romaine		84110	France	10/3/2024	10/3/2024
Christine Frascati	Lancaster	PA	17603	US	10/3/2024	10/3/2024
sarika arora	Alpharetta	GA	30022	US	10/3/2024	10/3/2024
diana kolaski	Chicago	IL	60610	US	10/3/2024	10/3/2024
Brodie Marschall	Wurtulla, QLD		4575	Australia	10/4/2024	10/4/2024
Andrew Vallender	Ventnor	ENG	PO38 1BH	UK	10/4/2024	10/4/2024
Pam Miller	Tolar	TX	76046	US	10/4/2024	10/4/2024

Michelle Austin	Athens			10433	Greece	10/4/2024	10/4/2024
Rosa Cabrerizo	Hospitalet de Llobregat			8905	Spain	10/4/2024	10/4/2024
Consuelo Serena Velasco	Strambino Fr Cerone			10019	Italy	10/4/2024	10/4/2024
Claudia Neuhalfen	Bonn			53117	Germany	10/4/2024	10/4/2024
Lourdes Caballero	San Antonio	TX		78237	US	10/4/2024	10/4/2024
yoshino trudie	Ota-ku		13	145-0065	Japan	10/4/2024	10/4/2024
Virginia Greig	Brantford			N3T 4B3	Canada	10/4/2024	10/4/2024
stephen weir	Bideford	ENG		ex39 4an	UK	10/4/2024	10/4/2024
Uwe Vietzke					Germany	10/4/2024	10/4/2024
Luca Minelli	Parma			43123	Italy	10/4/2024	10/4/2024
Bambi Mayr					Austria	10/4/2024	10/4/2024
Gina Mutta				10024	Italy	10/4/2024	10/4/2024
Linda Cugler	Dundalk	MD		21222	US	10/4/2024	10/4/2024
steven anthony jolly	Memphis	TN		38117	US	10/4/2024	10/4/2024
AVa Giles	Richmond	VA		23223	US	10/4/2024	10/4/2024
Nelly PRESTAT	Mouroux			77120	France	10/4/2024	10/4/2024
Debbie Robbins	Banning	CA		92220	US	10/4/2024	10/4/2024
Andreas Zimmermann	Ulm			89075	Germany	10/4/2024	10/4/2024
Maryann Staron	Hometown	IL		60456	US	10/4/2024	10/4/2024
Mirjam Talma	Buitenpost			9285VZ	Netherlands	10/4/2024	10/4/2024
Valérie Paillard	Savigny-le-Temple			77176	France	10/4/2024	10/4/2024
Luna Rivera	Lakeland	FL		33810	US	10/4/2024	10/4/2024
Claudia Zol	Treviso			31100	Italy	10/4/2024	10/4/2024
Marga Gili	Palma			7003	Spain	10/4/2024	10/4/2024
luke Almendarez	Austin	TX		78749	US	10/4/2024	10/4/2024
Roxana Moya	Santiago				Chile	10/4/2024	10/4/2024
Kristy Bagwell	Banning	CA		92220	US	10/4/2024	10/4/2024
Lisa Salazar	Shasta Lake	CA		96089	US	10/4/2024	10/4/2024
Manuela Jimenez	Mira Loma	CA		91752	US	10/5/2024	10/5/2024
Rebecca Miller	Victorville	CA		92394	US	10/5/2024	10/5/2024
Mike Almendarez	Austin	TX		78735	US	10/5/2024	10/5/2024
Jane Collins	Amenia	NY		12501	US	10/5/2024	10/5/2024
Raleigh Koritz	St Paul	MN		55114	US	10/5/2024	10/5/2024
armer teufel reger	Nurnberg			90443	Germany	10/5/2024	10/5/2024

Beverly Bilotti	Banning	CA	92220	US	10/5/2024	10/5/2024
Amelia Kohler	Banning	CA	92220	US	10/5/2024	10/5/2024
Kristina Sedic	Zagreb		10000	Croatia	10/5/2024	10/5/2024
Ana Gruber	Wolfratshausen		82515	Germany	10/5/2024	10/5/2024
sabine möhler	esselbach		97839	Germany	10/5/2024	10/5/2024
atilla demir	muğla			Turkey	10/5/2024	10/5/2024
Christna Frutuoso	Esch		4069	Luxembourg	10/5/2024	10/5/2024
Amanda Floyd	Jacksonville	FL	32234	US	10/5/2024	10/5/2024
Marie-José CHOBERT	Orléans		45000	France	10/6/2024	10/6/2024
Karen Baldwin	Yucaipa	CA	92399	US	10/6/2024	10/6/2024
Shelby Rios	Banning	CA	92220	US	10/6/2024	10/6/2024
Niina Anttinen	Espoo		41330	Finland	10/6/2024	10/6/2024
Éric Hittra	Strasbourg		67000	France	10/6/2024	10/6/2024
Jean-Philippe Descolas	La Roche-sur-Yon		85000	France	10/6/2024	10/6/2024
Christine Sudan	Yverdon			Switzerland	10/6/2024	10/6/2024
dawn belville	Banning	CA	92220	US	10/6/2024	10/6/2024
Tania Elias	Paris		75020	France	10/7/2024	10/7/2024
Diana AlmendarezAlmendarez	Austin	TX	78749	US	10/8/2024	10/8/2024
Patricia Moore	Moreno Valley	CA	92553	US	10/8/2024	10/8/2024
Jennifer Player	Banning	CA	92220	US	10/8/2024	10/8/2024
Jessica Navarro	Riverside	CA	92503	US	10/8/2024	10/8/2024
Traci Ramos	Banning	CA	92220	US	10/8/2024	10/8/2024
Lindsey Dalton	Banning	CA	92220	US	10/8/2024	10/8/2024
Janelle Rios	Yucaipa	CA	92399	US	10/8/2024	10/8/2024
Michelle St.Marie	Rialto	CA	92376	US	10/8/2024	10/8/2024
Amanda Castro	Yucaipa	CA	92399	US	10/8/2024	10/8/2024
Kimberly Potter	Yucaipa	CA	92399	US	10/8/2024	10/8/2024
Loray Dewett	Banning	CA	92220	US	10/8/2024	10/8/2024
Courtney Phoenix	Banning	CA	92509	US	10/8/2024	10/8/2024
Sara Lopez	Banning	CA	92220	US	10/8/2024	10/8/2024
Jennifer Welch	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Karena Muñoz	Banning	CA	92220	US	10/8/2024	10/8/2024
Tabitha Davies	Thermal	CA	92274	US	10/8/2024	10/8/2024
Julianna Franckowiak	Beaumont	CA	92223	US	10/8/2024	10/8/2024

Bryan Brown	Banning	CA	92220 US	10/8/2024	10/8/2024
Cosmina Maja	Banning	CA	92220 US	10/8/2024	10/8/2024
Jennifer Cabral	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Andre Harris	Los Angeles	CA	90033 US	10/8/2024	10/8/2024
Andrea Newsom	Los Angeles	CA	90006 US	10/8/2024	10/8/2024
Ruben Serrano	Banning	CA	92220 US	10/8/2024	10/8/2024
Stephanie Carranza	Banning	CA	92220 US	10/8/2024	10/8/2024
Cynthia Bell	Banning	CA	92220 US	10/8/2024	10/8/2024
Pamela Bartlett	Rialto	CA	92376 US	10/8/2024	10/8/2024
Carol Nieblas	Banning	CA	92220 US	10/8/2024	10/8/2024
Valerie Ellison	Whittier	CA	90604 US	10/8/2024	10/8/2024
Abbie Davis	Banning	CA	92220 US	10/8/2024	10/8/2024
Elias Stmarie	Banning	CA	92505 US	10/8/2024	10/8/2024
Jeani Oliver	Ajo	AZ	85321 US	10/8/2024	10/8/2024
Selina Garcia	Rancho Cucamor	CA	91730 US	10/8/2024	10/8/2024
Jen Murray	Ephrata	WA	98823 US	10/8/2024	10/8/2024
cathey guerry	Yucaipa	CA	92399 US	10/8/2024	10/8/2024
Heather Smith	Yucaipa	CA	92399 US	10/8/2024	10/8/2024
Heather Flood	Banning	CA	92220 US	10/8/2024	10/8/2024
Crystal Woolley	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Hazel Pasillas	San Diego	CA	92114 US	10/8/2024	10/8/2024
Shaunda Boghos	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Cherish Yang	Banning	CA	92220 US	10/8/2024	10/8/2024
Manuela Cornejo	Riverside	CA	92501 US	10/8/2024	10/8/2024
Jeri Danilewicz	Banning	CA	92220 US	10/8/2024	10/8/2024
Jean Bowman	Banning	CA	92220 US	10/8/2024	10/8/2024
Sherrine Nikniai	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Amber Lazos	Banning	CA	92220 US	10/8/2024	10/8/2024
April Apodaca	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Esmeralda Mata	Rialto	CA	92376 US	10/8/2024	10/8/2024
Rosie Nunez	Banning	CA	92223 US	10/8/2024	10/8/2024
Mercedes Martus	Banning	CA	92220 US	10/8/2024	10/8/2024
Leeanne Methot	Banning	CA	92220 US	10/8/2024	10/8/2024
Morgan Brenda	Banning	CA	92220 US	10/8/2024	10/8/2024

Elizabeth Preciado	Banning	CA	92220 US	10/8/2024	10/8/2024
Karalynn Schneck	Banning	CA	92220 US	10/8/2024	10/8/2024
Carly Portz	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Elisabeth Barnhart	Banning	CA	92220 US	10/8/2024	10/8/2024
Catharine Stephens	Palm Springs	CA	92262 US	10/8/2024	10/8/2024
jessica schee	Banning	CA	92220 US	10/8/2024	10/8/2024
Karry Meeks	Banning	CA	92220 US	10/8/2024	10/8/2024
Teresa Bessix	Fontana	CA	92335 US	10/8/2024	10/8/2024
Ginger Bryk	Yucaipa	CA	92399 US	10/8/2024	10/8/2024
Kathryn Hartman	Banning	CA	92220 US	10/8/2024	10/8/2024
Tufue Yang	Banning	CA	92220 US	10/8/2024	10/8/2024
Shelly Velasquez	Banning	CA	92220 US	10/8/2024	10/8/2024
Evelyn St.Marie	Banning	CA	92220 US	10/8/2024	10/8/2024
Jane getchell	Banning	CA	92220 US	10/8/2024	10/8/2024
Patricia Cadena	Banning	CA	92220 US	10/8/2024	10/8/2024
Jazmine Zavala	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Teresa Titus	Banning	CA	92220 US	10/8/2024	10/8/2024
Lynne Cook	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Rebekah Simmons	BEAUMONT	CA	92223 US	10/8/2024	10/8/2024
Patrick Lopez	Banning	CA	92220 US	10/8/2024	10/8/2024
Lindsey Garcia	Banning	CA	92220 US	10/8/2024	10/8/2024
Corinna Daering	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Adrienne Lynk	Banning	CA	92220 US	10/8/2024	10/8/2024
Maria Ramirez	Banning	CA	92220 US	10/8/2024	10/8/2024
Kiani Tafoya	Beaumont	CA	92335 US	10/8/2024	10/8/2024
Desiree Ward	Palm Springs	CA	92262 US	10/8/2024	10/8/2024
Pandora El-Daggag	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Cheryce Cobbs	Banning	CA	92220 US	10/8/2024	10/8/2024
Gloria Jones	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Norma Rendon	Banning	CA	92220 US	10/8/2024	10/8/2024
Adrina Flores	Riverside	CA	92503 US	10/8/2024	10/8/2024
Linda Earls	Banning	CA	92220 US	10/8/2024	10/8/2024
Tony Mendoza	Banning	CA	92220 US	10/8/2024	10/8/2024
Lora Gilkey	Banning	CA	92220 US	10/8/2024	10/8/2024

Teri Henthorn	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Megan Frye	Cherry Valley	CA	92223	US	10/8/2024	10/8/2024
Lyzethe Polania	Banning	CA	92220	US	10/8/2024	10/8/2024
Martha Van Rooijen	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Julia Dolbee	Fort George G M	MD	20755	US	10/8/2024	10/8/2024
Raymond Gayton-Jacob	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Amy Palmer	Los Angeles	CA	90026	US	10/8/2024	10/8/2024
Connie Mendoza	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Imeld Steward	Banning	CA	92220	US	10/8/2024	10/8/2024
Sherae Stmarie	Banning	CA	92220	US	10/8/2024	10/8/2024
Lori Molter	Bullhead City	AZ	86442	US	10/8/2024	10/8/2024
Lyndsay Scarfo	Banning	CA	92220	US	10/8/2024	10/8/2024
Daniel Flanagan	Banning	CA	92220	US	10/8/2024	10/8/2024
Renee Reeder	Banning	CA	92220	US	10/8/2024	10/8/2024
Duu Ray	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Lesly Gomez	Banning	CA	92220	US	10/8/2024	10/8/2024
Angelica Padilla	Banning	CA	92220	US	10/8/2024	10/8/2024
Danielle Hale	San Bernardino	CA	92410	US	10/8/2024	10/8/2024
Linda Jimenez	Banning	CA	92220	US	10/8/2024	10/8/2024
Maria Molina	Banning	CA	92220	US	10/8/2024	10/8/2024
Marlena Barba	Banning	CA	92220	US	10/8/2024	10/8/2024
Ashley Calderon	Banning	CA	92220	US	10/8/2024	10/8/2024
Janice Hilpert	Riverside	CA	92509	US	10/8/2024	10/8/2024
Diane Peterson	Banning	CA	92220	US	10/8/2024	10/8/2024
Leah Davis	Corona	CA	92879	US	10/8/2024	10/8/2024
Iliana Delrio	Riverside	CA	92507	US	10/8/2024	10/8/2024
Joan Murillo	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Colleen Mundy	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Mony Munoz	Fontana	CA	92335	US	10/8/2024	10/8/2024
Angel Leon	Banning	CA	92220	US	10/8/2024	10/8/2024
Lydianna Cortez	Banning	CA	92220	US	10/8/2024	10/8/2024
Susan Taniguchi	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Cindy Garcia	Calimesa	CA	92320	US	10/8/2024	10/8/2024
Mical Cisterna	Banning	CA	92220	US	10/8/2024	10/8/2024

yasenia Cruz	Banning	CA	92220	US	10/8/2024	10/8/2024
Silvia Morales	Banning	CA	92220	US	10/8/2024	10/8/2024
Priscilla Gadiano	Banning	CA	92220	US	10/8/2024	10/8/2024
Alicia Miller	Yucaipa	CA	92399	US	10/8/2024	10/8/2024
Christine Mendoza	Banning	CA	92220	US	10/8/2024	10/8/2024
Cindy Anguiano	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Teri MeyersKelman	Banning	CA	92220	US	10/8/2024	10/8/2024
Kevin Henderson	Banning	CA	922220	US	10/8/2024	10/8/2024
Christie Lane	Tucson	AZ	85705	US	10/8/2024	10/8/2024
Blanca Aguilar	Banning	CA	92220	US	10/8/2024	10/8/2024
Destenie Aguilar	Banning	CA	92220	US	10/8/2024	10/8/2024
Omar Aguilar	Banning	CA	92220	US	10/8/2024	10/8/2024
Fernando Ortiz	Banning	CA	92220	US	10/8/2024	10/8/2024
Nancy Maher	Mesa	AZ	85201	US	10/8/2024	10/8/2024
Becky Sanchez	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Betty Harrison	Banning	CA	92220	US	10/8/2024	10/8/2024
Karen Reed	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Pamela Dopf	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Lynette Cheek	Banning	CA	92220	US	10/8/2024	10/8/2024
Marie Feuer	Yucaipa	CA	92399	US	10/8/2024	10/8/2024
Sandra Burgon	Banning	CA	92220	US	10/8/2024	10/8/2024
Elisa Viramontes Hinojosa	San Marino	CA	91108	US	10/8/2024	10/8/2024
Angie Trammell	Banning	CA	92220	US	10/8/2024	10/8/2024
Theresa Tafoya	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Kevin Soto	Banning	CA	92220	US	10/8/2024	10/8/2024
Sommer Garner	Banning	CA	92220	US	10/8/2024	10/8/2024
Sarah Pond	San Bernardino	CA	92404	US	10/8/2024	10/8/2024
Kesia West	Banning	CA	92220	US	10/8/2024	10/8/2024
Lujan Catuegno	Yucaipa	CA	92399	US	10/8/2024	10/8/2024
Evelyn Sharp	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Sandra Escalera	Beaumont	CA	92223	US	10/8/2024	10/8/2024
Paul Boyle	San Jose	CA	95123	US	10/8/2024	10/8/2024
Mikelyn Bridges	Banning	CA	92220	US	10/8/2024	10/8/2024
Cat Thomas	Banning	CA	92220	US	10/8/2024	10/8/2024

Margo Gaynor	Pomona	CA	91766 US	10/8/2024	10/8/2024
Cynthia Flanagan	Banning	CA	92220 US	10/8/2024	10/8/2024
Nela Lopez	Banning	CA	92220 US	10/8/2024	10/8/2024
Nicole Adams	Banning	CA	92220 US	10/8/2024	10/8/2024
Brandon Davis	Banning	CA	92220 US	10/8/2024	10/8/2024
Breanna Summers	Banning	CA	92220 US	10/8/2024	10/8/2024
Nancy Hereford	Riverside	CA	92220 US	10/8/2024	10/8/2024
krystle steele	Fontana	CA	92337 US	10/8/2024	10/8/2024
Elizabeth Fesmire	Beaumont	CA	92223 US	10/8/2024	10/8/2024
Curtis Owens	Hemet	CA	92544 US	10/8/2024	10/8/2024
Veronica Bagley	Los Angeles	CA	90004 US	10/8/2024	10/8/2024
Lauren Garcia	Banning	CA	92220 US	10/8/2024	10/8/2024
Marie Macias	Banning	CA	92220 US	10/8/2024	10/8/2024
Nikki Mogus	Encinitas		92024 US	10/8/2024	10/8/2024
Penny Mackenzie	Banning	CA	92220 US	10/8/2024	10/8/2024
Karen Chavez	Banning	CA	92220 US	10/8/2024	10/8/2024
Angela Macias	Lake Havasu City	AZ	86403 US	10/8/2024	10/8/2024
Margaret Esqueda	Riverside	CA	92504 US	10/8/2024	10/8/2024
Joseph Garcia	Banning	CA	92220 US	10/8/2024	10/8/2024
Kathie Jenni	Beaumont	MT	92223 US	10/8/2024	10/8/2024
Maria Diaz	Norco	CA	92860 US	10/8/2024	10/8/2024
Paula Cranfill	Cathedral City	CA	92234 US	10/8/2024	10/8/2024
Angelica Topete	Banning	CA	92220 US	10/8/2024	10/8/2024
Deborah Bisel	Banning	CA	92220 US	10/8/2024	10/8/2024
Henry Diane	Albuquerque	NM	87114 US	10/8/2024	10/8/2024
Karina Alaniz	Banning	CA	92220 US	10/8/2024	10/8/2024
Jenny Olvera	Banning	CA	92220 US	10/8/2024	10/8/2024
Debra Ledford	Riverside	CA	92220 US	10/8/2024	10/8/2024
Synthya Mead	Banning	CA	92220 US	10/8/2024	10/8/2024
Valerie Pyatt	Banning	CA	92220 US	10/8/2024	10/8/2024
Alisyn Garza	Moreno Valley	CA	92557 US	10/8/2024	10/8/2024
Margaret Lisanics	Yucaipa	CA	92399 US	10/8/2024	10/8/2024
Jairo Trejo	Banning	CA	92220 US	10/8/2024	10/8/2024
Donna Stark	Norco	CA	92374 US	10/8/2024	10/8/2024

Rayanne Lavanway	Yucaipa	CA	92399	US	10/8/2024	10/8/2024
Jennifer Mitchell	Banning	CA	92220	US	10/8/2024	10/8/2024
Tee Lynn	Temecula	CA	92591	US	10/8/2024	10/8/2024
Francesca Batten	Banning	CA	92220	US	10/8/2024	10/8/2024
Holly Sanchez	Yucaipa	CA	92399	US	10/8/2024	10/8/2024
Gia Sanchez	Banning	CA	92220	US	10/8/2024	10/8/2024
Araceli Núñez	Florence	KY	41042	US	10/8/2024	10/8/2024
Guadalupe Torres-Candelas	Riverside	CA	92505	US	10/8/2024	10/8/2024
DANIELLE DION	Riverside	CA	92504	US	10/8/2024	10/8/2024
Julia Miller	Banning	CA	92337	US	10/8/2024	10/8/2024
Deborah Newsom	Banning	CA	92220	US	10/8/2024	10/8/2024
Annie Safai	Riverside	CA	92522	US	10/8/2024	10/8/2024
Karen Alvarez	Beaumont	CA	92223	US	10/9/2024	10/9/2024
Sydney Loe	Banning	CA	92220	US	10/9/2024	10/9/2024
Mary Mcgough	Banning	CA	92220	US	10/9/2024	10/9/2024
Leanne Reed	Riverside	CA	92504	US	10/9/2024	10/9/2024
Patricia Maxwell	Fontana	CA	92337	US	10/9/2024	10/9/2024
Gregg Ethier	Cathedral City	CA	92234	US	10/9/2024	10/9/2024
Vanessa Armas	Beaumont	CA	92223	US	10/9/2024	10/9/2024
Katrina Rosado	Banning	CA	92220	US	10/9/2024	10/9/2024
Jill Alward	Banning	CA	92220	US	10/9/2024	10/9/2024
Paula Henley	Meredith	NH	3253	US	10/9/2024	10/9/2024
Judith Soto-Gloth	Yucaipa	CA	92399	US	10/9/2024	10/9/2024
Trinity McCallum	Banning	CA	92220	US	10/9/2024	10/9/2024
Hannah Ketcham	Beaumont	CA	92223	US	10/9/2024	10/9/2024
Michele Stritzler	Banning	CA	92220	US	10/9/2024	10/9/2024
Pat Corrall	Banning	CA	92220	US	10/9/2024	10/9/2024
tina soeten	Beaumont	CA	92223	US	10/9/2024	10/9/2024
Valerie King	Los Angeles	CA	90063	US	10/9/2024	10/9/2024
Denis Deleon	Big Spring	TX	79720	US	10/9/2024	10/9/2024
Stephen Beers	Banning	CA	92220	US	10/9/2024	10/9/2024
Susan Kelly	Beaumont	CA	92223	US	10/9/2024	10/9/2024
Leslie Rosado	Newark	NJ	7108	US	10/9/2024	10/9/2024
Annah Anguiano	Banning	CA	92220	US	10/9/2024	10/9/2024

Shane Otto	Pillager	MN	56473	US	10/10/2024	10/10/2024
Anna Smith	Corona	CA	92879	US	10/10/2024	10/10/2024
Rick Diaz	Banning	CA	92220	US	10/10/2024	10/10/2024
Giselle Sanchez	Los Angeles	CA	90020	US	10/10/2024	10/10/2024
Rona Luce	Yucaipa	CA	92399	US	10/10/2024	10/10/2024
Maddie Murdock	Manchester	CT	6042	US	10/10/2024	10/10/2024
Betty Blythe	Banning	CA	92220	US	10/10/2024	10/10/2024
Jessica Newquist	Yucaipa	CA	92399	US	10/10/2024	10/10/2024
Cyndi Baltazar	Banning	CA	92220	US	10/10/2024	10/10/2024
Gwen Gossett	Banning	CA	92220	US	10/10/2024	10/10/2024
Holly Dimes	Beaumont	CA	92223	US	10/10/2024	10/10/2024
Barbara Peterson	Beaumont	CA	92223	US	10/10/2024	10/10/2024
Kelly Mulligan	Banning	CA	92220	US	10/10/2024	10/10/2024
Deborah Mrrifield	Macomb	IL	61455	US	10/10/2024	10/10/2024
Maria Baltzer	San Diego	CA	92113	US	10/10/2024	10/10/2024
alec siemel	Lafayette	CO	80026	US	10/11/2024	10/11/2024
Mary S. Hutchison	Banning	CA	92220	US	10/11/2024	10/11/2024
Nala the Kitty				US	10/11/2024	10/11/2024
Dawn Coury	Beaumont	CA	92223	US	10/11/2024	10/11/2024
Patricia Norcutt	Banning	CA	92220	US	10/11/2024	10/11/2024
Konnie Becerra	Beaumont	CA	92223	US	10/11/2024	10/11/2024
Kevin Marvin	Cherry Valley	CA	92223	US	10/11/2024	10/11/2024
Glenda Couvertier	Fontana	CA	92335	US	10/11/2024	10/11/2024
Donna Sellers	Idyllwild	CA	92549	US	10/11/2024	10/11/2024
Daniel Roush	Beaumont	CA	92223	US	10/11/2024	10/11/2024
Mary P	Banning	CA	92220	US	10/11/2024	10/11/2024
Monica Gill	Hamilton	OH	45013	US	10/11/2024	10/11/2024
CAROL SMITH	Banning	CA	92220	US	10/11/2024	10/11/2024
RICHARD BREESE	Banning	CA	92220	US	10/11/2024	10/11/2024
Clement Jones		OH		US	10/12/2024	10/12/2024
Jennifer Rombal	Lucerne Valley	CA	92356	US	10/12/2024	10/12/2024
Randi Justin	Fort Lauderdale	FL	33319	US	10/12/2024	10/12/2024
Lynn Medvedeff	Yucca Valley	CA	92284	US	10/12/2024	10/12/2024
Deborah Dearmond	Riverside	CA	92507	US	10/12/2024	10/12/2024

Rachelle Schott	Orient	OH		43146	US	10/13/2024	10/13/2024
brigitte fiset	ste-sophie		j5j1m3		Canada	10/13/2024	10/13/2024
Mira Narotam	Des Moines	IA		50310	US	10/14/2024	10/14/2024
Diana Mitchell	Beaumont	CA		92223	US	10/14/2024	10/14/2024
Sandra Vizcaino	North Las Vegas	NV		89032	US	10/14/2024	10/14/2024
Mel Ochal	Oak forest	IL		60477	US	10/14/2024	10/14/2024
aspen economen	Beaumont	CA		9223	US	10/14/2024	10/14/2024
Quinn Kappor	Media	PA		19063	US	10/14/2024	10/14/2024
Gloria Peña	Banning	CA		92220	US	10/14/2024	10/14/2024
Araceli Martinez	Banning	CA		92220	US	10/14/2024	10/14/2024
isabella moreno	Santa cruz	CA		95060	US	10/14/2024	10/14/2024
cynthia amu	Clovis	CA		93619	US	10/14/2024	10/14/2024
Lily Truax	Mazeppa	MN		55956	US	10/15/2024	10/15/2024
Taharka Omowale	Brooklyn	NY		11222	US	10/15/2024	10/15/2024
Pedro Vieira	New Bedford	MA		2740	US	10/15/2024	10/15/2024
susan morrison	Banning	CA		92220	US	10/15/2024	10/15/2024
Debbie Cram	Beaumont	CA		92223	US	10/15/2024	10/15/2024
Debra Brown	Los Angeles	CA		90020	US	10/15/2024	10/15/2024
Gavin Alexander	Beaumont	CA		92223	US	10/15/2024	10/15/2024
Nancy Schweitzer	Las Vegas	NV		89110	US	10/15/2024	10/15/2024
Lydia Ayala	Ontario	CA		91764	US	10/15/2024	10/15/2024
Kevin Ryan	Beaumont	CA		92223	US	10/15/2024	10/15/2024
Donna Gomez	Menifee	CA		92584	US	10/15/2024	10/15/2024
Franchesca Berdial	Ontario	CA		91764	US	10/15/2024	10/15/2024
Marlee Richard	Beaumont	CA		92223	US	10/15/2024	10/15/2024
Michael Hoffmann	Banning	CA		92220	US	10/15/2024	10/15/2024
Brenda Gilani	Ontario	CA		91761	US	10/15/2024	10/15/2024
Andrea D	Monrovia	CA		91016	US	10/15/2024	10/15/2024
Elizabeth Davidson	Yucaipa	CA		92399	US	10/15/2024	10/15/2024
Angela Perez	Bayonne	NJ		7002	US	10/15/2024	10/15/2024
Naomie Shah	Hayward	CA		94544	US	10/15/2024	10/15/2024
Tamra Macaluso	Banning	CA		92220	US	10/15/2024	10/15/2024
Claudia Reed	Banning	CA		92220	US	10/16/2024	10/16/2024
Yvonne E Beeman	Banning	CA		92220	US	10/16/2024	10/16/2024

Teddy Zuppa	Bayonne	NJ	7002	US	10/16/2024	10/16/2024
Jessica Anderson	Ontario	CA	91764	US	10/16/2024	10/16/2024
Sommer Andreas	whitewater	CA	92282	US	10/16/2024	10/16/2024
Kris Petrone	Rancho Cucamor	CA	91701	US	10/16/2024	10/16/2024
Gail Caswell	San Francisco	CA	94109	US	10/16/2024	10/16/2024
Renee Whitaker	Los Angeles	CA	90004	US	10/16/2024	10/16/2024
Angela Lobo	Tucson	AZ	85713	US	10/16/2024	10/16/2024
Gloria Navan	Lawrenceville	GA	30042	US	10/17/2024	10/17/2024
Alicia Rodriguez	Chula Vista	CA	91911	US	10/17/2024	10/17/2024
Victoria Thompson	Beaumont	CA	92223	US	10/17/2024	10/17/2024
Fabio R	Mililani Town	HI	96789	US	10/17/2024	10/17/2024
Nancy Miller	Beaumont Ca	CA	92223	US	10/17/2024	10/17/2024
Melanie Camacho	Salinas	CA	93905	US	10/17/2024	10/17/2024
Erika Rikhiram	Clermont	FL	34711	US	10/17/2024	10/17/2024
Gina Oehring	Riverside	CA	92506	US	10/17/2024	10/17/2024
Susie Reed	Hermitage	TN	37076	US	10/17/2024	10/17/2024
Alanna Sacco				US	10/17/2024	10/17/2024
Madison Boylan	Chesapeake	OH	45619	US	10/17/2024	10/17/2024
kim burton	Clarksville	TN	37043	US	10/17/2024	10/17/2024
Stephen Bowens	Charlotte	NC	28270	US	10/17/2024	10/17/2024
Adena Broadway Martinez	Oakland	CA	94603	US	10/17/2024	10/17/2024
Julienne LeMaster	Beaumont	CA	92223	US	10/18/2024	10/18/2024
Ralphie Beam	Cumberland	MD	21502	US	10/19/2024	10/19/2024
collin wolff	chico	CA	95988	US	10/19/2024	10/19/2024
Chauntelle Lisa Leavitt	Fallbrook	CA	92028	US	10/19/2024	10/19/2024
Karina Ramírez	Los Angeles	CA	90003	US	10/19/2024	10/19/2024
Heather Isaac	Vista		92084	US	10/19/2024	10/19/2024
Sherry Dale	Calimesa	CA	92420	US	10/20/2024	10/20/2024
Levi Milligan	Sandwich	MA	2563	US	10/20/2024	10/20/2024
Eileen Callanan	Milwaukee	WI	53217	US	10/21/2024	10/21/2024
Tina Jenkins	Beaumont	CA	92223	US	10/21/2024	10/21/2024
Mindy A Tummler	Beaumont	CA	92223	US	10/21/2024	10/21/2024
Dawn Mcneal	Fergus Falls	MN	56537	US	10/21/2024	10/21/2024
Janis Tummler	Beaumont	CA	92223	US	10/21/2024	10/21/2024

Robert Young	Banning	CA	92220	US	10/21/2024	10/21/2024
Alisha Sanders	Cabazon	CA	92230	US	10/21/2024	10/21/2024
Stephanie Colin	Banning	CA	92220	US	10/21/2024	10/21/2024
Vickie Sellers	Banning	CA	92220	US	10/21/2024	10/21/2024
Adam Fisher	Fresno	CA	93704	US	10/21/2024	10/21/2024
Julie Oliverio	Ontario	CA	91761	US	10/21/2024	10/21/2024
Darla Weidenbener	Beaumont	CA	92223	US	10/21/2024	10/21/2024
Gregg Levine	Astoria	NY	11102	US	10/22/2024	10/22/2024
Sheila Orr	Banning	CA	92220	US	10/22/2024	10/22/2024
Melinda King	Louisville	KY	40211	US	10/22/2024	10/22/2024
Rebecca Taylor	Joliet	IL	60436	US	10/22/2024	10/22/2024
Gladis Berkowitz	Banning	CA	92220	US	10/22/2024	10/22/2024
joseph asturino	Banning	CA	92220	US	10/22/2024	10/22/2024
Shaya Jay				US	10/22/2024	10/22/2024
Joan Delaney	Banning	CA	92220	US	10/22/2024	10/22/2024
Alexandria Zaragoza	Banning	CA	92220	US	10/22/2024	10/22/2024
Rex Rosal	Jacksonville	FL	32244	US	10/22/2024	10/22/2024
J.T. Smith	Sellersville	PA	18960-1422	US	10/22/2024	10/22/2024
Tim Ousley	Beaumont	CA	92223	US	10/22/2024	10/22/2024
Jenny Garner	Spring	TX	77373	US	10/22/2024	10/22/2024
Antonia Little	Germantown	MD	20875	US	10/23/2024	10/23/2024
Christine Miller	Cooper city	FL	33328	US	10/23/2024	10/23/2024
lauren schexnayder	baton rouge		70817	US	10/23/2024	10/23/2024
Tina Parker	Riverside	CA	92505	US	10/23/2024	10/23/2024
Leah Maschak	Milwaukee	WI	53222	US	10/23/2024	10/23/2024
Anjie Williams	Kokomo North e	IN	46901	US	10/23/2024	10/23/2024
Megan Baskett	Waxahachie	TX	75165	US	10/23/2024	10/23/2024
Ulrike Mahan	Marquette	MI	49855	US	10/23/2024	10/23/2024
Leah Chapman	Atlanta	GA	30319	US	10/23/2024	10/23/2024
Ellie Easterling	Huntsville	AL	35801	US	10/23/2024	10/23/2024
Chris Vanpelt	Jackson		8527	US	10/23/2024	10/23/2024
Lisa Seitz	San Antonio	TX	78237	US	10/24/2024	10/24/2024
Cynthia Allen	Lawre	GA	30043	US	10/24/2024	10/24/2024
Carolann Hatten	Beaumont	CA	92223	US	10/24/2024	10/24/2024

T Hank	Blank	GU	22656	US	10/24/2024	10/24/2024
Amelia Boone	North Attleboro		2760	US	10/24/2024	10/24/2024
Virginia McArtor	Canton	OH	44709	US	10/24/2024	10/24/2024
Christina Friday	Houston	TX	77020	US	10/24/2024	10/24/2024
Raj Perry	Los Angeles	CA	90047	US	10/24/2024	10/24/2024
Teresa Salazar	Menifee	CA	92584	US	10/25/2024	10/25/2024
taighen stanton	Framingham	MA	1701	US	10/25/2024	10/25/2024
Tammy Coble	Royse City	TX	75189	US	10/25/2024	10/25/2024
Christine Garsha	Show Low	AZ	85901	US	10/25/2024	10/25/2024
Susan Gillette	Winchester	CA	92596	US	10/25/2024	10/25/2024
Adrian Romo Jr	Fremont	CA	94555	US	10/25/2024	10/25/2024
unholychild_ ash				US	10/26/2024	10/26/2024
Sheri Russell	Jasper	GA	30143	US	10/26/2024	10/26/2024
Sol Ehrlich	New York	NY	10009	US	10/26/2024	10/26/2024
Patricia Martino	Yucaipa	CA	92399	US	10/26/2024	10/26/2024
Karen Gunzenhauser	Milford	CT	6460	US	10/26/2024	10/26/2024
Suzanna McMahan	Ridgeland	MS	39157	US	10/26/2024	10/26/2024
Kathryn Myrman	Yucaipa		92399	US	10/27/2024	10/27/2024
Breanna King	Oswego	NY	13126	US	10/27/2024	10/27/2024
Esmeralda Espinoza	Waterford	MI	48328	US	10/27/2024	10/27/2024
Nina Wasuta-Moore	Hawthorne	CA	90250	US	10/27/2024	10/27/2024
Kyle schultz	Bothell	WA	98012	US	10/28/2024	10/28/2024
trini garza	San Benito	TX	78586	US	10/28/2024	10/28/2024
Gordon Poston	Kingstree	SC	29556	US	10/28/2024	10/28/2024
Ashlyn Fitzgerald	Solon	OH	44139	US	10/28/2024	10/28/2024
david sprinkle	mobile	AL	36608	US	10/28/2024	10/28/2024
Kaiden Jenkins	fayetteville	NC	28312	US	10/29/2024	10/29/2024
Beckee Taylor	Jefferson	TX	75657	US	10/29/2024	10/29/2024
Joyce Herman	Springfield	VA	22153	US	10/29/2024	10/29/2024
Chasity Braud	Natchitoches	LA	71457	US	10/29/2024	10/29/2024
Paul Markillie	Grand Blanc Tow	MI	48439	US	10/30/2024	10/30/2024
Stephanie K. Malcom	Springfield	IL	62702	US	10/30/2024	10/30/2024
Maryjane Adaraa	Houston	TX	77024	US	10/31/2024	10/31/2024
Melissa Barrera	New York	NY	10023	US	10/31/2024	10/31/2024

John Castiglia	Oxford	NJ	7863	US	10/31/2024	10/31/2024
Susyn Klein	Kingman	AZ	86401	US	10/31/2024	10/31/2024
Jennifer lambert	New Haven	IN	46774	US	10/31/2024	10/31/2024
michele ballachino	Stow	NY	14785	US	10/31/2024	10/31/2024
Lisa Chisenall	Scottsboro	AL	35769	US	11/1/2024	11/1/2024
Michelle Petersen	Mesa	AZ	85213	US	11/1/2024	11/1/2024
Izila Shea Albert				US	11/1/2024	11/1/2024
michael clark	Albany	OR	97321	US	11/1/2024	11/1/2024
Jean VanEtten	Burlington	WA	98233	US	11/1/2024	11/1/2024
Stacy Stever	Kansas City	MO	64114	US	11/1/2024	11/1/2024
Andrea Chewning	Texarkana	TX	75503	US	11/1/2024	11/1/2024
Dolores Matthys	Gearhart	OR	97138	US	11/1/2024	11/1/2024
Jerry Bear	Albuquerque	NM	87198	US	11/1/2024	11/1/2024
CRYSTAL MARSHALL	Howland	OH	44484	US	11/1/2024	11/1/2024
Donald wleklinski	Terre Haute	IN	47803	US	11/1/2024	11/1/2024
Nicole Tupitza	Erie	PA	16506	US	11/2/2024	11/2/2024
Eric Engkjer	Los Angeles	CA	90036	US	11/2/2024	11/2/2024
Anthony Denzin	Des Moines	IA	50322	US	11/2/2024	11/2/2024
Stephanie Gossett	Salt Lake City	UT	84104	US	11/3/2024	11/3/2024
Jamie Valkovci	Seymour	IN	47250	US	11/3/2024	11/3/2024
Rosemary Jackson	Borden	IN	47106	US	11/4/2024	11/4/2024
Lore Scherer	Brandon	MS	39043	US	11/4/2024	11/4/2024
Jacob Smith				US	11/4/2024	11/4/2024
james weisfeld	Sheboygan	WI	53083	US	11/4/2024	11/4/2024
Carlos Madal	Reston	VA	20190	US	11/5/2024	11/5/2024
Diane Harrington	Kansas City	KS	66111	US	11/6/2024	11/6/2024
Kaitlyn A Gauntt	Mexia	TX	76667	US	11/6/2024	11/6/2024
Erica Greene	Morristown	TN	37814	US	11/6/2024	11/6/2024
Marian Mettri	Camp Hill	PA	17011	US	11/7/2024	11/7/2024
Niki Fuller	Grants Pass	OR	97526	US	11/7/2024	11/7/2024
Felicia Lee	Pharr	TX	78577	US	11/7/2024	11/7/2024
Yvette Figueroa	Ontario	CA	91764	US	11/7/2024	11/7/2024
Yedidyah Levine	Silver Spring	MD	20910	US	11/7/2024	11/7/2024
Lae'Launie Marcano	Tampa	FL	33605	US	11/7/2024	11/7/2024

Cristal Perez	Glennville	GA	30427	US	11/7/2024	11/7/2024
Amy Hernandez	Minneapolis	MN	55440	US	11/7/2024	11/7/2024
Isabel Rodriguez	Oceanside	CA	92057	US	11/8/2024	11/8/2024
Jeanne Lestrange	scotch plains	NJ	My gr gr grand	US	11/8/2024	11/8/2024
Ruth Castillo	Bowie	MD	20720	US	11/8/2024	11/8/2024
Lorrie Burrows	Banning	CA	92220	US	11/8/2024	11/8/2024
Astrid Benites	Atlanta	GA	30301	US	11/8/2024	11/8/2024
Mario Carrillo	Dallas	TX	75234	US	11/8/2024	11/8/2024
ROCIO MURGUIA	Fairfield		94533	US	11/8/2024	11/8/2024
Keyli Rivera	Decatur	GA	30034	US	11/8/2024	11/8/2024
Isaac Riegel	Los Angeles	CA	90060	US	11/8/2024	11/8/2024
Sapphire_ Draws				US	11/8/2024	11/8/2024
Susan Ferguson	Kansas City	MO	64112	US	11/8/2024	11/8/2024
denise caldera	galena park	TX	77547	US	11/8/2024	11/8/2024
Denisse Suchil	Alton	TX	78573	US	11/8/2024	11/8/2024
Tay Rando	Yonkers	NY	10705	US	11/8/2024	11/8/2024
Sheyla Rodriguez	Miami	FL	33166	US	11/8/2024	11/8/2024
Yanisley Rojas	Tampa	FL	33613	US	11/8/2024	11/8/2024
Maria Vazquez	Houston	TX	77018	US	11/9/2024	11/9/2024
Sydney Pipkin				US	11/9/2024	11/9/2024
Lennys Jordan	Houston	TX	77084	US	11/9/2024	11/9/2024
April Ramirez	El Paso	TX	79907	US	11/9/2024	11/9/2024
Taylor Morrissey	Cottonwood	CA	96022	US	11/9/2024	11/9/2024
Deanna Mccluskey	Flint	MI	48507	US	11/9/2024	11/9/2024
Candace Norton	New Britain	CT	6051	US	11/9/2024	11/9/2024
Anonymous Anonymous	Piedmont	SC	29673	US	11/9/2024	11/9/2024
Daniela Martin				US	11/9/2024	11/9/2024
L B	ormond beach	FL	32174	US	11/9/2024	11/9/2024
Keon McClinton	Springfield	VA	22152	US	11/9/2024	11/9/2024
Elizabeth Cebrian	Reston	VA	20190	US	11/9/2024	11/9/2024
Carly Lakes				US	11/10/2024	11/10/2024
Nevaeh DeKeyser	Green Bay	WI	54302	US	11/10/2024	11/10/2024
Ashlee Parker	South Jordan	UT	84095	US	11/10/2024	11/10/2024
Oscar Velasco	Compton	CA	90221	US	11/10/2024	11/10/2024

Kelly Snell	Rochester	NY	14611	US	11/10/2024	11/10/2024
Rihanna Stewart	Dayton	OH	45403	US	11/10/2024	11/10/2024
Andy Guerrero	Pueblo	CO	81004	US	11/10/2024	11/10/2024
Cassandra Matson	Crows Landing	CA	95313	US	11/11/2024	11/11/2024
Shane Parris	Maysville	GA	30558	US	11/11/2024	11/11/2024
madge nazer	New York	NY	10001	US	11/11/2024	11/11/2024
Jasmine Oldham	Louisville	IL	62858	US	11/11/2024	11/11/2024
Marcie travers-Barth	Chaumont	NY	13622	US	11/12/2024	11/12/2024
Haris Rafique	Los Angeles	CA	90014	US	11/12/2024	11/12/2024
Orialys Ramírez	Louisville	KY	40219	US	11/12/2024	11/12/2024

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Cheryl Stafford, Finance Manager**
Lincoln Bogard, Administrative Services Director

MEETING DATE: **December 10, 2024**

SUBJECT: **Receive and File Accounts Payable and Payroll Warrants Issued in the Month of October 2024**

RECOMMENDATION:

Receive and file the warrants for period ending October 31, 2024, per California Government Code Section 37208.

BACKGROUND:

Staff compiles a monthly report to include accounts payable and payroll warrants issued.

JUSTIFICATION:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued During Month	192957-193411	$2,095,774.98	
Voided/Reissue Check		$ 0.00	
Check Total			**$2,095,774.98**
Wires Total	1154-1157		**$4,665,161.45**
ACH Payments:	9008054-9008086		
Payroll Direct Deposit	10/04/2024	$ 589,894.70	
Payroll Direct Deposit	10/18/2024	$ 606,651.71	
Other Payments		$1,221,022.13	
ACH Total			**$2,417,568.54**
Payroll Checks:	13689-13710		
Payroll-Regular	10/04/2024	$ 2,617.52	
Payroll-Manual	10/06/2024	$ 2,745.50	
Payroll-Regular	10/18/2024	$ 3,520.47	
Payroll Check Total			**$ 8,883.49**

Total Warrants Issued for October 2024			**$ 9,187,388.46**

FISCAL IMPACT:

No fiscal impact.

ALTERNATIVES:

Receive and file the warrants for period ending October 31, 2024.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Attachment 1 - Fund List_Updated 10.11.23.pdf
2. Attachment 2-Warrant Report October 2024.pdf
3. Attachment 3-Warrant Report Detail October 2024.pdf
4. Attachment 4-Void Check Log, Payroll Log and Payroll Registers.pdf

Budget Processes, Policies & Fund Structure

The following depicts the City's budgeted funds and how they fit in the organization for budget and accounting purposes. Note that departments in the General Fund may also have budget responsibility for other funds.

Appropriated Funds

Black = Major - Blue = Non-Major - Red = Retired Funds FY 20-21

Governmental Funds			Proprietary Funds			Fiduciary Funds	
General Fund	Special Revenue Funds	Capital Improvement Funds	Enterprise Funds	Enterprise Funds-BUA	Internal Service Funds	Sucessor Agency Funds	Agency Funds
General Fund (001) Departments	(002) Developer Deposit	(400) Police Facilities Development	(670) Electric Fund	(660) Water	(702) Fleet Maintenance	(805) Redevelopment Obligation-Retirement	(221) ATWEL #2020-02 CFD
- (1000) City Council	(005) Successor Agency Admin	(410) Fire Facilities Development	- (7000) Electric	(661) Water Capital Facilities	(700) Risk Management	(810) Sucessor Housing Agency	(360) Sun Lakes CFD #86-1
- (1200) City Manager	(100) Gas Tax Street	(420) Traffic Control Facility	- (7010) Generation & Trans.	(662) Irrigation Water Fund	- (5020) Workers Compensation	(830) Debt Service Successor Agncy	(365) Wilson Street #91-1 AD
- (1210) Economic Development	(101) Measure A Street	(421) Ramsey/Highland Signal	(672) Rate Stability/Debt Service Reserve	(663) BUA Water Capital Project	- (5030) Unemployment Insur.	(840) Bond Exp. Agreement -	(370) Area Police Computer
- (1220) Public Information	(102) RMRA (SB1) Gas Tax	(430) General Facilities	(673) Electric Improvement	(669) BUA Water Debt Service	- (5040) Liability Insurance	(BEA) Project	(375 Fair Oaks #2004-01-AD
- (1300) Human Resources	(103) SB 300 Street	(444) Wilson Median Fund	(674) Electric Revenue Bond Project		- (5300) City Attorney	(841) Bond Exp. Agreement -	(376) Cameo Homes
- (1400) City Clerk	(104) Article 3 Sidewalk	(451) Park Development Fund	(675) Public Benefit	(680) Wastewater	(703) Information Systems Services	(BEA) Low/Mod	
- (1500) Elections	(110) CDBG	(470) Capital Improvement	(678) Electric Revenue Bond Debt Service	(681) Wastewater Capital Facility	(704) Building Maintenance		
- (1800) City Attorney	(111) Landscape Maintenance	(475) Fair Oaks #2004-01-AD		(682) Wastewater Tertiary	(705) Support Services		
- (1900) Fiscal Services	(132) Air Quality Improvement		(600) Airport Fund	(683) BUA Wastewater Capital Project	(761) Utility Billing Admin.		
- (1910) Purchasing & AP	(140) Asset Forfeiture/Police		(610) Transit Fund	(685) State Revolving Loan	- (3100) Account & Collections		
- (2060) TV Government Access	(148) Supplemental Law-Enforcement		- (5800) Fixed Route	(689) BUA Wastewater Debt Service	- (3110) Meter Reading		
- (2200) Police	(150) State Park Bond		- (5850) Dial A Ride				
- (2210) Dispatch	(190) Housing Authority		(690) Refuse Fund				
- (2300) Animal Control	(200) Special Donation						
- (2400) Fire	(201) Sr. Center Activities						
- (2700) Building Safety	(202) Animal Control Reserve						
- (2740) Code Enforcement	(203) Police Volunteer						
- (2800) Planning	(222) Federal Funds						
- (3000) Engineering	(300) City Administration-COP Debt Service						
- (3200) Building Maintenance							
- (3600) Parks							
- (4000) Recreation							
- (4010) Aquatics							
- (4020) Day care							
- (4050) Senior Center							
- (4060) Sr. Advisory Board							
- (4500) Central Services							
- (4800) Debt Service							
- (5400) Community Enhancement							

City of Banning
Warrant List October 2024

Warrant Number	Vendor Name	Warrant Amount
1154	RIVERSIDE PUBLIC UTILITIES	1,623,165.19
1155	U.S. BANK	1,612,031.26
1156	U.S. BANK	380,625.00
1157	RIVERSIDE PUBLIC UTILITIES	1,049,340.00
192957	AMAZON BUSINESS	2,878.40
192958	ANIXTER, INC	1,107.67
192959	ATWORK PERSONNEL SERVICES	1,201.54
192960	AUTO GLASS NOW	651.66
192961	BAKER &, ROBERT D	20.60
192962	BEAUMONT DO IT BEST HOME CENTER	332.62
192963	BENTLEY SYSTEMS, INC	4,580.00
192964	BROWN, JOHN F	58.59
192965	CA. ST. DEPT. OF CONSERVATION	4,208.38
192966	CASTRO, DAVID	250.00
192967	CDW GOVERNMENT, LLC	731.50
192968	CINTAS CORPORATION	1,586.90
192969	CONCENTRA MEDICAL CENTERS	161.00
192970	CORTEZ-JASSO, VICTOR	250.00
192971	COUTS HEATING & COOLING, INC	894.85
192972	D&M JOB INC.	1,206.80
192973	DIAMOND HILLS CHEVROLET BUICK GMC	239.95
192974	ELITE FIRE PROTECTION, INC	505.00
192975	ERICKSON HALL CONSTRUCTION	210.43
192976	FAST LUBE & TUNE	369.93
192977	FERGUSON ENTERPRISES LLC #1089	35.89
192978	FERRELLGAS LP	705.45
192979	FISHER, ROBERT	102.55
192980	FLORES &, FRANCISCO S	46.03
192981	FLYNN, SHERI	115.25
192982	FUENTES, RAMON	288.75
192983	GRAINGER	27.93
192984	HDL COREN & CONE	695.00
192985	HOME DEPOT #8987	122.25
192986	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,907.50
192987	INDEPENDENT REVIEW INVESTIGATIONS	1,650.00
192988	ISAEFF, DALE M	138.64
192989	JOHNSON, QUINCY	59.71
192990	JP NELSON & SONS	680.43
192991	LEWIN, DEBORAH	2,400.00
192992	LIEBERT CASSIDY WHITMORE	4,779.50
192993	MUNOZ, MARIBEL	192.39
192994	NIETO, FRANCISCO	16.50
192995	OPENGOV, INC	999.00
192996	PARKHOUSE TIRE, INC.	3,019.13
192997	PARS	337.60
192998	PARTS AUTHORITY	85.23
192999	POULTER, HANNAH	459.00
193000	POULTER, HANNAH	898.75
193001	PRESCOTT, KEVIN	615.00
193002	ROEBUCK, ALYSSA	33.00

City of Banning
Warrant List October 2024

Warrant Number	Vendor Name	Warrant Amount
193003	RUELAS, ELIAS	150.00
193004	SANCHEZ, ALBERTO	115.25
193005	SCPPA	14,365.40
193006	SERVIAM BY WRIGHT LLP	9,773.39
193007	SMART & FINAL	132.30
193008	SMITH, BRANDON	288.75
193009	SORIANO, NATLLELY	0.00
193010	SOUTH COAST AIR QUALITY	331.92
193011	SOUTHERN CALIFORNIA EDISON	4,156.29
193012	TESSER, DANA	388.04
193013	THESIER, DEREK	104.30
193014	U.S. BANK	5,500.00
193015	UNDERGROUND SERVICE ALERT	345.94
193016	WALLACE, COLLEEN	41.47
193017	WALLACE, COLLEEN	115.25
193018	WASTE MANAGEMENT 0F THE IE	727.30
193019	WATERLINE TECHNOLOGIES, INC	371.74
193020	WILLDAN FINANCIAL SERVICES	782.20
193021	XENIA PACIFIC, INC	245.67
193022	YUNEX, LLC	2,694.01
193023	A.C. PROPANE	472.15
193024	AMAZON BUSINESS	1,760.69
193025	AMERICAN FIDELITY ASSURANCE	25,445.18
193026	ANIXTER, INC	9,488.39
193027	AURIGA CORPORATION	7,030.00
193028	BABCOCK LABORATORIES, INC	8,580.76
193029	BANNING POLICE OFFICERS ASSOC.	2,960.30
193030	BEAUMONT CHERRY VALLEY WATER	2,781.25
193031	BEAUMONT DO IT BEST HOME CENTER	460.95
193032	BENHAR, CHANDA	99.00
193033	CALIFORNIA LAW ENFORCE ASSN	1,152.00
193034	CDW GOVERNMENT, LLC	1,309.42
193035	CELL BUSINESS EQUIP-LEASING	821.50
193036	CICCS	1,068.27
193037	CINTAS CORPORATION	1,196.93
193038	CITY OF BANNING (BNG)	185.89
193039	CITY OF BANNING UTILITIES OPV	2,318.03
193040	CIVICPLUS	4,500.00
193041	CONCENTRA MEDICAL CENTERS	45.00
193042	CORE & MAIN, LP	1,556.02
193043	CUSTOM TROPHIES & UNEEK AWARDS	1,115.21
193044	CYBERTIME NETWORK COMMUNICATIONS	699.00
193045	DEUSENBERRY, DANIEL	16.50
193046	ENTERPRISE RENT-A-CAR	141.77
193047	EXECUTIVE FACILTIES SERVICES INC	17,838.80
193048	FAST LUBE & TUNE	139.97
193049	FLINT, AUSTIN	250.00
193050	FOSTER, SCOTT	34.50
193051	FRONTIER COMMUNICATIONS	473.74
193052	GARDA CL WEST INC	1,258.79

City of Banning
Warrant List October 2024

Warrant Number	Vendor Name	Warrant Amount
193053	GAS COMPANY, THE	157.01
193054	GRAINGER	678.97
193055	HAZEN AND SAWYER	2,830.75
193056	HOME DEPOT #8987	2,037.79
193057	I.B.E.W. LOCAL 47	10,501.65
193058	I.B.E.W. LOCAL 47 (PAC)	48.00
193059	INFOSEND, INC	3,041.77
193060	JEWS, NICOLE	259.96
193061	JOE A GONSALVES & SON	3,850.00
193062	KIMLEY-HORN AND ASSOCIATES, INC	11,255.00
193063	LOPEZ, MARISOL	68.25
193064	MARIPOSA LANDSCAPES, INC	1,963.44
193065	MARTINEZ, ROBERT	307.50
193066	MC CALL'S METER SALES	743.28
193067	MILSOFT UTILITY SOLUTIONS, INC	5,129.00
193068	NHA ADVISORS, LLC	10,925.00
193069	NOTTINGHAM, MICHAEL	288.75
193070	N2W ENGINEERING, INC	24,817.50
193071	OERTEL, ERICH	407.00
193072	ONLINE INFORMATION SERVICES	1,352.62
193073	ORACLE AMERICA INC	17,548.50
193074	PACKHAM & TOOMEY, INC	939.43
193075	PARKHOUSE TIRE, INC.	112.36
193076	PRE-PAID LEGAL SERVICES, INC	883.93
193077	PRESS-ENTERPRISE, THE	136.77
193078	RICHARDS WATSON GERSHON	94,130.90
193079	ROEBUCK, ALYSSA	16.50
193080	SAN BERNARDINO PUBLIC EMPLOYEES	2,527.57
193081	SATELLITE PHONE STORE	307.95
193082	SITEONE LANDSCAPE SUPPLY	57.44
193083	SMART & FINAL	520.80
193084	SO CAL JOINT POLE COMMITTEE	1,682.78
193085	SOUTH COAST AIR QUALITY	165.96
193086	SOUTHERN CALIFORNIA WEST COAST ELEC	1,317.84
193087	STAPLES BUSINESS ADVANTAGE	196.77
193088	TEC EQUIPMENT, INC	406.22
193089	THOMPSON COBURN, LLP	3,261.89
193090	TRENCH SHORING COMPANY	313.00
193091	VANCE CORPORATION	44,731.53
193092	VESTIS SERVICES LLC	201.50
193093	VIGILANT LLC	2,977.38
193094	VIRTUAL PROJECT MANAGER, LLC	2,000.00
193095	WALKER, BRIAN	16.50
193096	WASTE MANAGEMENT 0F THE IE	9,377.91
193097	WATERLINE TECHNOLOGIES, INC	483.26
193098	WESTERN WATER WORKS SUPPLY CO	29.74
193099	WILDLIFE CONTROL SERVICE INC	2,500.00
193100	WILLDAN ENGINEERING	700.00
193101	ZENNER PERFORMANCE METERS, INC	8,411.22
193102	ALL STAR ELITE SPORTS	175.81

City of Banning
Warrant List October 2024

Warrant Number	Vendor Name	Warrant Amount
193103	AMAZON BUSINESS	972.46
193104	AMERICAN FORENSIC NURSES	1,174.17
193105	ARCE, PAUL	84.00
193106	ASBURY ENVIRONMENTAL SERVICES DBA	743.48
193107	AT&T CALNET 2	760.12
193108	AT&T MOBILITY LLC	1,717.14
193109	ATWORK PERSONNEL SERVICES	3,624.70
193110	BABCOCK LABORATORIES, INC	626.29
193111	BANNING VETERINARY HOSPITAL	432.25
193112	BEALE &, ANITA SANTA CRUZ	426.86
193113	BEAUMONT DO IT BEST HOME CENTER	503.23
193114	BENHAR, DIANA T	287.00
193115	BERKENSTOCK, MARY	159.61
193116	BIO-TOX LABORATORIES	574.00
193117	BLAIS & ASSOCIATES, LLC	8,245.00
193118	BRASCH, JOHN	155.54
193119	BUSINESS TELECOMMUNICATION	533.06
193120	CALIFORNIA DEPT OF TAX AND FEE ADMN	17,578.00
193121	CALIFORNIA MUNICIPAL STATISTICS	550.00
193122	CALIFORNIA PEACE OFFICERS' ASSN	700.00
193123	CANON FINANCIAL SERVICES, INC	332.16
193124	CARNER, EVA L	62.24
193125	CDW GOVERNMENT, LLC	115.25
193126	CELL BUSINESS EQUIPMENT (CBE)	1,230.27
193127	CENTER ELECTRIC SERVICES, INC	3,499.77
193128	CHANDLER ASSET MANAGEMENT INC	2,104.00
193129	CHARTER COMMUNICATIONS	209.29
193130	CHOISNET JR &, NORRIS	113.02
193131	CINTAS CORPORATION	893.18
193132	CITY OF BANNING (BNG)	197.57
193133	CITY OF BANNING UTILITIES OPV	468.02
193134	CODE 3 TECHNOLOGY	11,118.87
193135	COMDIRECT, INC	6,880.00
193136	COOPER &, AMANDA	40.00
193137	CORE & MAIN, LP	18.86
193138	CUSTOM TROPHIES & UNEEK AWARDS	215.50
193139	D&M JOB INC.	188.56
193140	DEGRAVE COMMUNICATIONS INC	2,145.00
193141	DIAMOND ENVIRONMENTAL SERVICES	427.64
193142	DJ TONY	200.00
193143	DOBBINS, DEANN LOUISE	98.00
193144	DUDEK	31,301.59
193145	ENGINEERING RESOURCES OF SO CA	106,427.83
193146	ENTERPRISE FM TRUST	23,550.32
193147	ESPINOZA MARTINEZ, JUAN	219.19
193148	FAST LUBE & TUNE	176.65
193149	FIGUEROA, ROBERT & MONIQUE	198.23
193150	FLYNN, ORION	319.77
193151	FOWLER, ROCKEL	19.74
193152	FRONTIER COMMUNICATIONS	4,282.20

City of Banning
Warrant List October 2024

Warrant Number	Vendor Name	Warrant Amount
193153	FUN EXPRESS	234.98
193154	GARDA CL WEST INC	86.51
193155	GAS COMPANY, THE	1,142.33
193156	GRAINGER	468.05
193157	GRANADOS, MELISSA A & ROBERT J	20.00
193158	GUTIERREZ, ELIZABETH	82.43
193159	H & L CHARTER CO, INC	3,770.00
193160	HEMET VALLEY TOOL, INC	544.75
193161	HERC RENTALS INC.	416.85
193162	HERNANDEZ, CARLA	665.00
193163	HERNANDEZ, MANUEL & MARIA	198.23
193164	HIX, ROBERT L & EWA	19.57
193165	HOME DEPOT #8987	589.94
193166	HUERTA JR., GILBERT	437.50
193167	HUERTA LOPEZ, TUNNIA A	490.00
193168	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,915.08
193169	IGLESIAS &, ALEJANDRO	198.23
193170	IMEG CONSULTANTS CORP	12,177.39
193171	INDEPENDENT REVIEW INVESTIGATIONS	2,625.00
193172	INFOSEND, INC	4,886.47
193173	INTEGRITY ARBORIST & ECOSCAPE INC	22,060.00
193174	IPARAGUIRRE, JENNIE	155.54
193175	JAFARPOUR &, AMIR	91.07
193176	JAMES, ROBIN	100.00
193177	JASSO, HERMELINDA V	12.00
193178	JAUREGUI, ROBERTO	16.50
193179	JEREMY D WEINSTEIN	1,995.00
193180	KRAUSE, MARIA	520.00
193181	LAI, LORRAINE F	73.73
193182	LANE, EDWARD	71.82
193183	LAW, WILLIAM J & DEPREA	72.00
193184	LEIGHTRONIX INC	5,376.00
193185	LEXISNEXIS RISK SOLUTIONS	112.55
193186	LOPEZ, MARISOL	71.81
193187	LORANCE-HICKS &, TONI	66.97
193188	MARIPOSA LANDSCAPES, INC	26,177.00
193189	MARTIN &, DEBRA SUSAN	250.00
193190	MCELRATH, DEBBIE	120.00
193191	MESSERER, ELIZABETH & RAY	1,800.00
193192	MIXON, FRANKLEN	16.50
193193	MORAN, TRAVISHONIQUIA	47.48
193194	MORGAN, DEIDRA J	31.50
193195	MOTOROLA SOLUTIONS, INC.	9,345.16
193196	MY COI LLC	1,600.00
193197	NASH, ERIC	76.57
193198	NEARMAP US INC	12,000.00
193199	ONESOURCE DISTRIBUTORS	1,958.09
193200	ORACLE AMERICA INC	12,806.43
193201	P&P UNIFORMS	294.11
193202	PARKHOUSE TIRE, INC.	135.76

City of Banning
Warrant List October 2024

Warrant Number	Vendor Name	Warrant Amount
193203	PARS	369.79
193204	PASS EDA	150.00
193205	PATTON, CAROLINE	164.63
193206	PHEBUS &, DAVID	215.22
193207	PINNACLE PETROMLEUM INC	27,712.03
193208	PIONEER REALTY	197.52
193209	POP, PETER & LINDA	173.24
193210	POULLARD-MILES, HALEII	198.23
193211	POULTER, HANNAH	16.50
193212	PRESCOTT, KEVIN	16.50
193213	PRESS-ENTERPRISE, THE	667.97
193214	PULVER, JODEANE V	255.50
193215	RAILROAD MANAGEMENT CO, LLC	3,601.93
193216	RIV. CO. DEPT OF ENVIRONMENTAL	1,922.23
193217	ROCKWELL, AMBER	71.25
193218	SCHOTT, THOMAS H	47.17
193219	SOFTWARE ONE, INC	3,680.23
193220	SOUTHERN CALIFORNIA EDISON	4,089.56
193221	SOUTHERN CALIFORNIA GAS CO	8,135.05
193222	SOUTHERN CALIFORNIA WEST COAST ELEC	1,558.14
193223	SPRAGLIN, MICHAEL	50.00
193224	STAGECOACH DAYS ASSOCIATION	570.00
193225	STAPLES BUSINESS ADVANTAGE	966.58
193226	STATE OF CALIFORNIA DOJ	1,820.00
193227	STATEWIDE EMERGENCY SERVICES	546.83
193228	STOCKTON CONSULTING	861.75
193229	SYNAGRO-WWT, INC	15,281.36
193230	TASC	1,209.18
193231	TEC EQUIPMENT, INC	363.91
193232	TERMINIX COMMERCIAL	120.00
193233	TURBO DATA SYSTEMS INC	151.44
193234	URENA, ANDREW	57.07
193235	VALENCIA, CARMEN	30.00
193236	VESTIS SERVICES LLC	100.75
193237	VISION SECURITY SYSTEMS	2,355.00
193238	WELLS FARGO	22.72
193239	YOUNG, CARLA	71.25
193240	ACOM SOLUTIONS, INC	5,371.00
193241	AED ENERGY SERVICES LLC	18,280.00
193242	AMAZON BUSINESS	2,104.13
193243	AT&T CALNET 2	668.32
193244	AT&T MOBILITY LLC	3,264.34
193245	ATWORK PERSONNEL SERVICES	4,455.13
193246	BABCOCK LABORATORIES, INC	6,682.06
193247	BANNING LEASED HOUSING ASSOC I	127.19
193248	BARBARA SINATRA CHILDREN'S CENTER	231.00
193249	BEAUMONT DO IT BEST HOME CENTER	39.29
193250	BENAVIDES, SUSIE	116.50
193251	BOESS, RICHARD	1,800.00
193252	CALIFORNIA PARK & REC SOCIETY	855.00

City of Banning
Warrant List October 2024

Warrant Number	Vendor Name	Warrant Amount
193253	CDW GOVERNMENT, LLC	94.67
193254	CELL BUSINESS EQUIPMENT (CBE)	78.87
193255	CICCS	61.48
193256	CYBERTIME NETWORK COMMUNICATIONS	2,599.00
193257	D&M JOB INC.	91.59
193258	DALLIN, LLC	77.19
193259	ELITE FIRE PROTECTION, INC	2,914.38
193260	FAST LUBE & TUNE	99.98
193261	FLAGSTAR PUBLIC FUNDING CORP	95,274.81
193262	FRONTIER COMMUNICATIONS	76.62
193263	GASSMAN, VICTOR	1,200.00
193264	GORBETT, LINDA	1,600.00
193265	GREEN DREAM INTERNATIONAL LLC	1,742.57
193266	H & L CHARTER CO, INC	1,346.75
193267	HERC RENTALS INC.	452.44
193268	HOME DEPOT #8987	337.39
193269	HYDROTEX PARTNERS, LTD	1,451.07
193270	INFOSEND, INC	3,055.40
193271	INNOVATIVE FEDERAL STRATEGIES	14,250.00
193272	JEWS, NICOLE	116.50
193273	JNE POLYGRAPH LLC	2,550.00
193274	KAYAVONG &, RATSALINH	6.27
193275	KEN GRODY FORD REDLANDS	780.88
193276	MILSOFT UTILITY SOLUTIONS, INC	4,500.00
193277	MITSUBISHI ELECTRIC & ELECTRONICS	353.87
193278	MODEL 1 COMMERCIAL VEHICLES	3,643.56
193279	NADING, JOHN	3,000.00
193280	NOR-CAL PUMP & WELL DRILLING INC	365,791.42
193281	NUNEZ, FIDEL	2,400.00
193282	PACKHAM & TOOMEY, INC	970.00
193283	PARKHOUSE TIRE, INC.	5,120.25
193284	PARTS AUTHORITY	719.58
193285	PAYPRO ADMINISTRATORS	115.00
193286	PEPPERTREE APARTMENTS	18.00
193287	PIONEER AMERICAS LLC	6,783.92
193288	POULTER, HANNAH	459.00
193289	RAM DEVELOPMENT LLC	93.64
193290	RIVERSIDE COUNTY SHERIFF-PSEC	5,768.44
193291	SCPPA	347.54
193292	SITEONE LANDSCAPE SUPPLY	1,223.83
193293	SOUTH COAST AIR QUALITY	902.38
193294	SOUTHERN CALIFORNIA WEST COAST ELEC	1,043.14
193295	STATE OF CALIFORNIA DOJ	2,539.00
193296	SYNAGRO-WWT, INC	4,442.84
193297	TAYLOR, ROBERT M	6.83
193298	TELEPACIFIC COMMUNICATIONS	1,561.74
193299	THE HOUSE OF PORTRAITS INC	880.78
193300	THOMPSON COBURN, LLP	68.33
193301	USABLUEBOOK	404.07
193302	VERIZON WIRELESS SERVICES, LLC	9,515.23

City of Banning
Warrant List October 2024

Warrant Number	Vendor Name	Warrant Amount
193303	VESTIS SERVICES LLC	100.75
193304	VIGILANT LLC	5,364.34
193305	VIRTUAL PROJECT MANAGER, LLC	2,000.00
193306	WALLACE, COLLEEN	116.83
193307	WESTERN WATER WORKS SUPPLY CO	7,176.37
193308	WHITE CAP LP	5,874.58
193309	YUNEX, LLC	2,167.54
193310	ZOLLAR, WILLIAM	2,000.00
193311	AED ENERGY SERVICES LLC	2,115.00
193312	AKHTAR, MUHAMMAD S	88.46
193313	ALBERT A. WEBB ASSOCIATES	34,025.43
193314	ALL STAR ELITE SPORTS	466.86
193315	ALLIED PACIFIC PROP MGMT	69.93
193316	AMAZON BUSINESS	2,150.46
193317	AMS PAVING INC	709.74
193318	ATWORK PERSONNEL SERVICES	4,175.92
193319	AURIGA CORPORATION	2,200.00
193320	BABCOCK LABORATORIES, INC	5,259.88
193321	BEAUMONT DO IT BEST HOME CENTER	653.44
193322	BEAUMONT SAFE & LOCK	134.05
193323	BLUEBEAM, INC	2,340.00
193324	BONICH, HECTOR	513.36
193325	BROWN, EVA OR CHARLES	400.00
193326	BUDD-FALEN LAW OFFICES, LLC.	17,363.17
193327	CALRECYCLE ACCOUNTING	52.20
193328	CAMPBELL, SANDRA	1,800.00
193329	CANON FINANCIAL SERVICES, INC	3,601.82
193330	CASC ENGINEERING AND CONSULTING INC	2,940.00
193331	CDW GOVERNMENT, LLC	59.20
193332	CHARTER COMMUNICATIONS	2,339.91
193333	CINTAS CORPORATION	772.49
193334	CITY OF BANNING (BNG)	197.57
193335	CITY OF BANNING UTILITIES OPV	1,481.16
193336	CORE & MAIN, LP	79.07
193337	CORNERSTONE DEVELOPMENT CO.	2,770.00
193338	CUSTOM TROPHIES & UNEEK AWARDS	659.96
193339	DIAMOND ENVIRONMENTAL SERVICES	456.00
193340	EICHEL, GEORGE	1,500.00
193341	ESPINDOLA &, MATILDE	62.96
193342	ESPITIA, ELIER	92.74
193343	FRONTIER COMMUNICATIONS	1,010.00
193344	FUN EXPRESS	1,652.14
193345	GAS COMPANY, THE	114.36
193346	GERBER COLLISION & GLASS	11,131.55
193347	H & L CHARTER CO, INC	1,570.00
193348	HAAKER EQUIPMENT COMPANY	851.09
193349	HERNANDEZ, JOSUE	99.00
193350	HOME DEPOT #8987	4,176.02
193351	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,911.65
193352	INFOSEND, INC	2,170.71

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Warrant Number	Vendor Name	Warrant Amount
193353	JEREMY D WEINSTEIN	332.50
193354	JOE A GONSALVES & SON	3,850.00
193355	KAA PROPERTIES LP	181.65
193356	KIBERA &, MALIC	387.41
193357	KIMLEY-HORN AND ASSOCIATES, INC	35,612.50
193358	KING DAVID EMPIRE LLC	172.55
193359	KINGSBORO, DAVID L	46.90
193360	KOERBEL, ELISABETH	400.00
193361	LOPEZ, MARISOL	587.24
193362	MARIPOSA LANDSCAPES, INC	10,589.97
193363	MARTIN &, DEBRA SUSAN	250.00
193364	MC AVOY & MARKHAM	25,005.78
193365	MENDOZA, JAIRO	9.29
193366	MERLIN JOHNSON CONSTRUCTION, INC	1,594.52
193367	MIKULJAN, MARINKA	400.00
193368	MONK, JOVITA & GALE	4.06
193369	MUNOZ, MARIBEL	14.34
193370	NHA ADVISORS, LLC	23,643.75
193371	NIETO, FRANCISCO	16.50
193372	ORACLE AMERICA INC	538.41
193373	PARKHOUSE TIRE, INC.	1,313.55
193374	PARS	334.09
193375	PARTS AUTHORITY	1,167.41
193376	PASCALE, RALPH	400.00
193377	PLASCENCIA &, RANDY	45.79
193378	POULTER, HANNAH	16.50
193379	POULTER, HANNAH	16.50
193380	POULTER, HANNAH	16.50
193381	REACTION PROPERTIES INC	95.47
193382	RED HAWK SERVICES	5,160.82
193383	REZENDES, DILLON	16.50
193384	RICHARDS WATSON GERSHON	81,654.78
193385	RIVERSIDE, COUNTY OF	147.00
193386	ROBINSON, BRANDON A	88.94
193387	SALAZAR &, HERLINDO	750.33
193388	SAN BERNARDINO CO TAX COLLECTOR	1,620.86
193389	SANCHEZ, ALBERTO	116.83
193390	SERVIAM BY WRIGHT LLP	9,968.88
193391	SMART & FINAL	52.02
193392	SOUTHERN CALIFORNIA WEST COAST ELEC	3,359.23
193393	STAFFORD, CHERYL	82.68
193394	STAPLES BUSINESS ADVANTAGE	395.65
193395	STC TRAFFIC INC	15,480.00
193396	TAYANI, DAVID	154.61
193397	TEC EQUIPMENT, INC	408.83
193398	TRENCH SHORING COMPANY	238.00
193399	UTLEY &, CEDRIC	45.51
193400	VANCE CORPORATION	44,802.77
193401	VANCE CORPORATION	223.03
193402	VESTIS SERVICES LLC	100.75

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Warrant Number	Vendor Name	Warrant Amount
193403	VISION SECURITY SYSTEMS	10,796.39
193404	WALLACE, COLLEEN	93.47
193405	WATERLINE TECHNOLOGIES, INC	777.49
193406	WELDOR'S SUPPLY AND STEEL	28.00
193407	WILBUR'S POWER EQUIPMENT	1,053.17
193408	XENIA PACIFIC, INC	38.79
193409	YIN &, MEI	218.88
193410	168 RAMSEY INVESTMENT LLC	230.18
193411	72 HOUR LLC-NATIONAL AUTO FLT GRP	172,063.20
9008054	CORPORATION SERVICE COMPANY	7.00
9008055	WELLS FARGO BANK	589,894.70
9008056	WELLS FARGO CARD SERVICES INC	42,645.13
9008057	CORPORATION SERVICE COMPANY	7.00
9008058	CA. ST. EMPLOYMENT DEV. DEPT.	43,937.07
9008059	INTERNAL REVENUE SERVICE	1,161.40
9008060	INTERNAL REVENUE SERVICE	225,982.26
9008061	TASC	1,140.41
9008062	WELLS FARGO BANK	300.00
9008063	CA. ST. PUBLIC EMPLOYEES	181,216.66
9008064	CA. ST. EMPLOYMENT DEV. DEPT.	228.23
9008065	CA. ST. PUBLIC EMPLOYEES	181,035.45
9008066	CA. ST. PUBLIC EMPLOYEES	6,677.76
9008067	EMPOWER ANNUITY INSURANCE COMPANY	44,681.37
9008068	CA. ST. PUBLIC EMPLOYEES	513.34
9008069	CA. ST. PUBLIC EMPLOYEES	198.00
9008070	QUADIENT POSTAGE FUNDING	1,000.00
9008071	WINDSTREAM SERVICES, LLC	975.12
9008072	WINDSTREAM SERVICES, LLC	4,620.30
9008073	WINDSTREAM SERVICES, LLC	963.27
9008074	CA. ST. PUBLIC EMPLOYEES	161,349.01
9008075	WELLS FARGO BANK	606,651.71
9008076	CORPORATION SERVICE COMPANY	14.00
9008077	CA. ST. EMPLOYMENT DEV. DEPT.	45,377.44
9008078	INTERNAL REVENUE SERVICE	228,459.78
9008079	TASC	1,140.41
9008080	WELLS FARGO BANK	300.00
9008081	EMPOWER ANNUITY INSURANCE COMPANY	45,291.04
9008082	CA. ST. BOARD OF EQUAL. - FUEL	626.00
9008083	CA. ST. PUBLIC EMPLOYEES	363.70
9008084	CA. ST. PUBLIC EMPLOYEES	336.98
9008085	CA. ST. BOARD OF EQUALIZATION	285.00
9008086	CORPORATION SERVICE COMPANY	189.00
Grand Total		9,178,504.97

Less Voided / Reissued Checks from Prior Period	-
Less Voided Checks Prior Period	-
Add Payroll Checks	8,883.49
Total Remittance for Month	9,187,388.46

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1154	10/17/2024	RIVERSIDE PUBLIC UTILITIES	296		670-7000-331.20-01	INTEREST REVENUE REVENUE REC'D IN SEP 2024	(3,105.58)
					670-7000-356.38-10	ENERGY REVENUE REVENUE REC'D IN SEP 2024	(31,159.33)
					670-7000-356.38-17	CRR REVENUE REVENUE REC'D IN SEP 2024	(4,269.30)
					670-7000-356.38-20	TRANS REVENUE REVENUE REC'D IN SEP 2024	(127,122.71)
					670-7010-473.27-09	S&D EXPENSE PAID DURING SEP 2024	51,224.00
					670-7010-473.27-50	CAPACITY EXPENSE PAID DURING SEP 2024	1,173,392.26
					670-7010-473.27-60	ENERGY EXPENSE PAID DURING SEP 2024	26,952.36
					670-7010-473.27-70	TRANS EXPENSE PAID DURING SEP 2024	537,253.49
1155	10/18/2024	U.S. BANK	2686433		669-6300-471.61-18	PRINCIPAL DUE PAYMENT BUA WATER-258228000	1,240,000.00
					669-6300-471.62-18	INTEREST DUE PAYMENT BUA WATER-258228000	372,031.26
1156	10/18/2024	U.S. BANK	2697267		689-0000-107.80-00	PRINCIPAL DEPOSIT BUA WWTR 254226000	117,500.00
					689-8000-454.61-02	PRINCIPAL DUE PAYMENT BUA WWTR 254226000	235,000.00
					689-8000-454.62-02	INTEREST DUE PAYMENT BUA WWTR 254226000	28,125.00
1157	10/21/2024	RIVERSIDE PUBLIC UTILITIES	297		670-7010-473.27-60	ENERGY EXPENSE PAID DURING OCT 2024 (ADD)	1,049,340.00
192957	10/3/2024	AMAZON BUSINESS	11D6-WW1T-6P4R	033108	201-4050-446.36-00	PARTY DECORATIONS/USB	46.30
			11JC-D7K1-4FGT	033121	001-4000-461.36-09	SOCCER EQUIPMENT	335.40
			11QF-9CJM-477G	033043	675-7020-473.36-00	ELECTRONIC SCOREBOARD	375.92
			11TK-KDLG-K4G7	033046	001-3000-442.36-00	FOLDER LABELS	27.98
			13QY-64C1-669X	033121	001-4000-461.36-09	LABEL STICKERS/GOAL NETS	16.68
			17HG-HNCP-LTWD	033044	670-7000-473.36-00	SEAT CUSH/MANILLA FOLDERS	63.81
			193V-X6YH-H4WT	033121	001-4000-461.36-11	GRABBER/TRASH PICKER	152.98
			19T6-4K1M-HNPY	033121	001-4000-461.36-09	COLLAPSE/FOLDABLE WAGON	119.05
			1CFY-P4HJ-6DCF	033121	001-4000-461.36-09	GAME REPLACEMENT COINS	24.77
			1CNT-CQM1-Q6LL	033044	670-7000-473.36-00	MONTHLY PLANNER	12.92
			1D9N-VGDM-LRP7	032945	704-3200-412.30-02	TOASTER (2)	123.89
			1DWY-1VVT-6JNN	033043	675-7020-473.36-00	OFFICE SUPPLIES	82.81
			1GJ1-WHPH-N9YC	033046	001-3000-442.36-00	KLEENEX/OFFICE CHAIR	172.50
			1GMV-N91N-7DV6	033121	001-4000-461.36-09	RECHARGEABLE BATTERIES	44.15
			1GVQ-NN7M-NDPH	032381	001-2800-441.36-00	OFFICE SUPPLIES	138.74
			1HMV-QPWJ-NTGF	033044	670-7000-473.89-48	COMPUTER HARDWARE	291.87
			1K3G-9YDK-YKDL	033121	001-4000-461.36-09	RECHARGEABLE BATTERIES	14.20
			1K7C-4MMP-6RDQ	033044	670-7000-473.36-00	DATE STAMPS	47.18
			1L9M-DXRN-C94X	033121	001-4000-461.36-09	WHISTLE/LANYARD	59.30
			1LR3-DK39-36HJ	032945	001-1200-412.36-00	KEYBOARD/MOUSE COMBO	21.54
			1MCP-M6T9-4PRQ	033121	001-4000-461.36-09	ACRYLIC PAINT PENS	43.08
			1MQD-WMTL-MTRM	033044	670-7000-473.36-00	SEAT CUSHION	157.30
			1NR7-Q9JC-17Q9	033044	670-7000-473.36-00	SEAT CUSHION-RETURN	(48.48)
			1QP4-KQ4K-1HMT	033121	001-5400-446.41-86	HH MONTH DECORATIONS	219.45
			1R3Y-XXFC-WXPH	033121	001-4000-461.36-09	PRACTICE JERSEY VEST	81.87
			1R7V-K369-PLMH	033044	670-7000-473.36-00	PLANNER (22)-RETURN	(279.30)
			1RN3-6T7K-VQWV	033043	675-7020-473.36-00	PUSH PINS/THUMB TACKS	23.66
			1TLL-X1K6-R4JY	033044	670-7000-473.36-00	ETHERNET SWITCH/WALL MNT	96.96
			1VTR-J16N-NXYV	033046	001-3000-442.36-00	TABS/TONER CARTRIDGE	138.31
			1VTT-V1CM-1CWX	033108	001-4050-461.36-09	COLLAPSE/FOLDABLE WAGON	140.02
			1XPK-QQ7D-GCTT	033121	001-4000-461.36-09	SPRAY PAINT	43.88
			1XPM-HLXH-YK6R	033046	001-3000-442.36-00	COFFEE/PENS	42.74
			1YN6-3PRC-H714	033046	001-3000-442.36-00	COMMAND STRIPS	14.61
			1YWD-VHVH-YCN9	033108	001-4050-461.36-65	THANK YOU GIFTS PENS/GREETING CARDS	32.31
192958	10/3/2024	ANIXTER, INC	5729217-00	033064	670-7000-473.45-02	7651CRS	1,107.67
192959	10/3/2024	ATWORK PERSONNEL SERVICES	291631	033074	001-3000-442.23-27	SANTELLO PPE 09/22/2024	240.31
					660-6300-471.23-27	SANTELLO PPE 09/22/2024	360.46
					680-8000-454.23-27	SANTELLO PPE 09/22/2024	360.46
					702-3800-480.23-27	SANTELLO PPE 09/22/2024	240.31
192960	10/3/2024	AUTO GLASS NOW	2152959	032930	702-3800-480.30-05	WINDSHIELD REPAIR #35	651.66

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
192961	10/3/2024	BAKER &, ROBERT D	000090687		001-0000-218.22-22	UB CR REFUND-FINALS 000050472	20.60
192962	10/3/2024	BEAUMONT DO IT BEST HOME CENTER	548245	032952	704-3200-412.30-01	SS LAM LOCKS	32.31
			548306	032952	100-4900-431.30-13	REDI-MIX CONCRETE	252.91
			548320	032952	704-3200-412.30-02	DEADBOLT	47.40
192963	10/3/2024	BENTLEY SYSTEMS, INC	48550995	032594	670-7000-473.30-17	SPIDACALC PPA	4,580.00
192964	10/3/2024	BROWN, JOHN F	000112057		001-0000-218.22-22	UB CR REFUND-FINALS 000010456	58.59
192965	10/3/2024	CA. ST. DEPT. OF CONSERVATION	2023 QTR3		001-2700-442.41-28	SMIP FEES 2023 QTR3 JUL-SEP 2023	1,680.84
			2023 QTR4		001-2700-442.41-28	SMIP FEES 2023 QTR4 OCT-DEC 2023	1,521.21
			2024 QTR1		001-2700-442.41-28	SMIP FEES 2024 QTR1 JAN-MAR 2024	941.73
			2024 QTR2		001-2700-442.41-28	SMIP FEES 2024 QTR2 APR-JUN 2024	64.60
192966	10/3/2024	CASTRO, DAVID	EYEWEAR FY25		610-5800-434.25-10	EMPLOYEE EYEWEAR REIMB IBEW GENERAL CASTRO	250.00
192967	10/3/2024	CDW GOVERNMENT, LLC	FD31083	033143	001-1900-412.89-48	DOCK RETURN-STURM	(371.74)
			ST41946	033143	001-1900-412.89-48	WORK STATION-CURRY	1,103.24
192968	10/3/2024	CINTAS CORPORATION	4200065352	032937	610-5800-434.25-02	UNIFORM-TRANSIT	119.79
					610-5850-434.25-02	UNIFORM-DAR	11.13
			4202895057	032937	610-5800-434.25-02	UNIFORM-TRANSIT	119.79
					610-5850-434.25-02	UNIFORM-DAR	11.13
			4202895144	033161	001-3600-461.25-02	UNIFORM-PARKS	51.13
			4203607116	033161	001-3600-461.25-02	UNIFORM-PARKS	51.13
			4206507278	032901	702-3800-480.25-02	UNIFORM-FLEET	59.71
			4206507303	032953	100-4900-431.25-02	UNIFORM-STREETS	77.92
					704-3200-412.25-02	UNIFORM-BUILD MAINT	10.78
			4206507353	032937	610-5800-434.25-02	UNIFORM-TRANSIT	119.79
					610-5850-434.25-02	UNIFORM-DAR	11.13
			4206507499	033256	670-7000-473.25-02	UNIFORM-ELEC	347.22
			5226942353	033162	001-4000-461.36-00	FIRST AID SUPPLIES	596.25
192969	10/3/2024	CONCENTRA MEDICAL CENTERS	83995286		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	116.00
			84286281		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	45.00
192970	10/3/2024	CORTEZ-JASSO, VICTOR	EYEWEAR FY25		670-7000-473.25-10	EMPLOYEE EYEWEAR REIMB IBEW UTILITY CORTEZ-JASSO	250.00
192971	10/3/2024	COUTS HEATING & COOLING, INC	10835	032968	704-3200-412.30-21	SERVICE CALL-CITY YARD	894.85
192972	10/3/2024	D&M JOB INC.	16216	033268	001-9600-453.23-02	RESIDENTIAL SVC GUIDE (1000)	1,077.50
			16264	033021	001-2800-441.23-02	BUSINESS CARDS-COMM DEV	129.30
192973	10/3/2024	DIAMOND HILLS CHEVROLET BUICK GMC	27026458	032979	702-3800-480.30-05	INSPECTION/LABOR #47	239.95
192974	10/3/2024	ELITE FIRE PROTECTION, INC	58548	032970	001-4000-461.30-02	FIRE SPRINKLER MAINT	505.00
192975	10/3/2024	ERICKSON HALL CONSTRUCTION	000111393		001-0000-218.22-22	UB CR REFUND-FINALS 000060490	210.43
192976	10/3/2024	FAST LUBE & TUNE	117100	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
			117104	033199	702-3800-480.30-05	SMOG INSPECTION	69.99
			117107	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
			117119	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
			117123	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
			117138	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
			117148	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
192977	10/3/2024	FERGUSON ENTERPRISES LLC #1089	SC294	033258	660-6300-471.45-16	SERVICE CHARGE	35.89
192978	10/3/2024	FERRELLGAS LP	1126548128	033261	660-6300-471.36-08	PROPANE	705.45
192979	10/3/2024	FISHER, ROBERT	MEALS 10/8-10		001-2200-421.23-06	INTERNAL AFFAIRS SEMINAR MEALS 10/8-10 FISHER	102.55
192980	10/3/2024	FLORES &, FRANCISCO S	000084115		001-0000-218.22-22	UB CR REFUND-FINALS 000012434	46.03
192981	10/3/2024	FLYNN, SHERI	MEALS 10/16-18		001-1000-411.23-05	LOCC ANNUAL CONF MEALS 10/16-18 C00020	115.25
192982	10/3/2024	FUENTES, RAMON	MEALS 10/6-11		001-2200-421.23-06	RIMSCON 2024 MEALS 10/6-11 FUENTES	288.75
192983	10/3/2024	GRAINGER	9253397187	032942	702-3800-480.38-52	LITHIUM BATTERIES	27.93
192984	10/3/2024	HDL COREN & CONE	SIN041449		001-1900-412.33-11	2023-24 ACFR STAT PACKAGE	695.00
192985	10/3/2024	HOME DEPOT #8987	8513525	033131	001-3600-461.30-01	SUPPLIES	122.25
192986	10/3/2024	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20241004		001-0000-204.80-10	PAYROLL SUMMARY	2,907.50
192987	10/3/2024	INDEPENDENT REVIEW INVESTIGATIONS	24-003.2		700-5300-480.33-04	FEES-PROFESSIONAL SRVCS JULY 2024	1,650.00
192988	10/3/2024	ISAEFF, DALE M	000109127		001-0000-218.22-22	UB CR REFUND-FINALS 000050952	138.64

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
192989	10/3/2024	JOHNSON, QUINCY	000112133		001-0000-218.22-22	UB CR REFUND-FINALS 000057638	59.71
192990	10/3/2024	JP NELSON & SONS	000110285		001-0000-218.22-22	UB CR REFUND-FINALS 000056942	680.43
192991	10/3/2024	LEWIN, DEBORAH	34107-5560 AC		675-7020-473.42-35	REBATE RES CENTRAL AC	2,400.00
192992	10/3/2024	LIEBERT CASSIDY WHITMORE	276514		700-5300-480.33-04	BENEFITS ADVICE BA060-00048	4,779.50
192993	10/3/2024	MUNOZ, MARIBEL	EYEWEAR FY25		001-1910-412.25-10	EMPLOYEE EYEWEAR REIMB IBEW GENERAL MOU M MUNOZ	192.39
192994	10/3/2024	NIETO, FRANCISCO	MEALS 10/1		001-2200-421.23-06	STRATEGIC COMMUNICATIONS MEALS 10/1 NIETO	16.50
192995	10/3/2024	OPENGOV, INC	INV15833		001-1900-412.23-05	OPENGOV CONF ATTENDEE & ADMIN CERTIFICATION	999.00
192996	10/3/2024	PARKHOUSE TIRE, INC.	2010916370	032932	702-3800-480.30-05	TOOLS/LABOR #615	1,746.25
			2010918454	032932	702-3800-480.30-06	TOOLS/LABOR #615	403.07
			2010918856	032932	702-3800-480.38-52	TIRE/RECYCLING FEE #615	734.05
			2030241598	032932	702-3800-480.38-52	TIRE/RECYCLING FEE #36	135.76
192997	10/3/2024	PARS	20241004		001-0000-204.25-00	PAYROLL SUMMARY	337.60
192998	10/3/2024	PARTS AUTHORITY	062-653375	032939	702-3800-480.38-52	OIL FILTER #339	49.73
			091-338791	032939	702-3800-480.38-52	BEAM WIPER BLADES #211	35.50
192999	10/3/2024	POULTER, HANNAH	TUITION AUG24		001-2200-421.25-09	TUITION REIMBURSEMENT BPOA MOU POULTER	459.00
193000	10/3/2024	POULTER, HANNAH	MEALS 10/7-18		001-2200-421.23-06	ICI HOMICIDE SCHOOL MEALS 10/7-18 POULTER	898.75
193001	10/3/2024	PRESCOTT, KEVIN	MEALS 10/14-25		001-2200-421.23-06	POST ICI CORE COURSE MEALS 10/14-25 PRESCOTT	615.00
193002	10/3/2024	ROEBUCK, ALYSSA	MEALS 9/30-10/1		001-2200-421.23-06	PEPPERBALL INSTR/ARMORER MEALS 9/30-10/1 ROEBUCK	33.00
193003	10/3/2024	RUELAS, ELIAS	REBATE-FRIDGE		675-7020-473.42-64	HAUL AWAY OF OLD FRIDGE	100.00
					675-7020-473.42-65	REFRIGERATOR ENERGY STAR	50.00
193004	10/3/2024	SANCHEZ, ALBERTO	MEALS 10/16-18		001-1000-411.23-05	LOCC ANNUAL CONF MEALS 10/16-18 C00016	115.25
193005	10/3/2024	SCPPA	0824		670-7000-473.23-03	APPA-INV-000195908 RESO 2024-087	13,658.16
						W ENERGY INST-INV00810111 RESO 20218-089	421.48
						WREGIS-INV-WR45344 RESO 20210-124	285.76
193006	10/3/2024	SERVIAM BY WRIGHT LLP	32668		700-5300-480.33-04	1240 WEST RAMSEY	1,133.38
						1326 RAMSEY	396.00
						1574 LINCOLN	184.80
						1979 WEST RAMSEY	5,480.01
						3358 RAMSEY	369.60
						3800 RAMSEY	316.80
						3894 RAMSEY	369.60
						4097 RAMSEY	422.40
						4104 RAMSEY	652.00
						531 HARGRAVE	369.60
						GENERAL CODE ENFORCEMENT	79.20
193007	10/3/2024	SMART & FINAL	094077	033138	201-4050-446.36-00	SNACKS/HAPPINESS CAMPAIGN	132.30
193008	10/3/2024	SMITH, BRANDON	MEALS 10/7-11		001-2200-421.23-06	RIMSCON 2024 MEALS 10/7-11 SMITH	288.75
193009	10/3/2024	SORIANO, NATLLELY	MEALS 10/7-11		001-2200-421.23-06	RIMSCON 2024 MEALS 10/7-11 SORIANO	0.00
193010	10/3/2024	SOUTH COAST AIR QUALITY	4400961		680-8000-454.41-04	EMISSIONS FLAT FEE	165.96
			4417657		680-8000-454.41-04	EMISSIONS FLAT FEE	165.96
193011	10/3/2024	SOUTHERN CALIFORNIA EDISON	181978512SEP24		001-1900-412.23-42	LATE FEE 8/13/24-9/11/24	21.56
					660-6300-471.26-04	WELL 9 8/13/24-9/11/24	3,648.98
			183084312SEP24		001-1900-412.23-42	LATE FEE 8/13/24-9/11/24	2.38
					660-6300-471.26-04	WELL 12 8/13/24-9/11/24	393.11
			360580366SEP24		001-1900-412.23-42	LATE FEE 8/13/24-9/11/24	0.54
					660-6300-471.26-04	DEL RITA BOOSTER STATION 8/13/24-9/11/24	89.72
193012	10/3/2024	TESSER, DANA	000110955		001-0000-218.22-22	UB CR REFUND-FINALS 000022212	136.41
						UB CR REFUND-FINALS 000022214	184.34
						UB CR REFUND-FINALS 000022216	67.29
193013	10/3/2024	THESIER, DEREK	MEALS 10/1-4		001-2200-421.23-05	ARCCOPS MEALS 10/1-4 THESIER	104.30
193014	10/3/2024	U.S. BANK	7482568		669-6300-471.65-08	ADMIN FEES-WATER ENTERPRS REV BONDS 9/1/24-8/31/25	2,750.00
			7482774		678-7000-473.65-08	ADMIN FEES-ELEC REFUNDING REV BONDS 9/1/24-8/31/25	2,750.00
193015	10/3/2024	UNDERGROUND SERVICE ALERT	24-250466		100-4900-431.30-13	CA STATE FEE-REG COSTS SEPTEMBER 2024	14.86
					660-6300-471.45-08	CA STATE FEE-REG COSTS SEPTEMBER 2024	14.86

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193015	10/3/2024	UNDERGROUND SERVICE ALERT	24-250466		670-7000-473.45-05	CA STATE FEE-REG COSTS SEPTEMBER 2024	14.85
			24-250840		100-4900-431.30-13	CA STATE FEE-REG COSTS OCTOBER 2024	14.85
					660-6300-471.45-08	CA STATE FEE-REG COSTS OCTOBER 2024	14.86
					670-7000-473.45-05	CA STATE FEE-REG COSTS OCTOBER 2024	14.86
			820240049		100-4900-431.30-13	65 NEW TICKETS SEPTEMBER 2024	43.42
					660-6300-471.45-08	65 NEW TICKETS SEPTEMBER 2024	43.42
					670-7000-473.45-05	65 NEW TICKETS SEPTEMBER 2024	43.41
			920240050		100-4900-431.30-13	63 NEW TICKETS OCTOBER 2024	42.19
					660-6300-471.45-08	63 NEW TICKETS OCTOBER 2024	42.18
					670-7000-473.45-05	63 NEW TICKETS OCTOBER 2024	42.18
193016	10/3/2024	WALLACE, COLLEEN	MILEAGE SEP24		001-1000-411.23-05	COUNCIL MEMBER MEETINGS MILEAGE SEPT 2024 WALLACE	41.47
193017	10/3/2024	WALLACE, COLLEEN	MEALS 10/16-18		001-1000-411.23-05	LOCC ANNUAL CONF MEALS 10/16-18 C00013	115.25
193018	10/3/2024	WASTE MANAGEMENT 0F THE IE	7966223-0149-0		670-7000-473.23-54	DELIVERY SPECIAL WASTE DEL BIN # 80064 8/23/24	317.74
						DELIVERY SPECIAL WASTE DEL BIN # 8086 8/22/24	317.74
						DELIVERY SPECIAL WASTE ENERGY SURCHARGE	91.82
193019	10/3/2024	WATERLINE TECHNOLOGIES, INC	5703611	033170	001-4010-461.36-08	HYPOCHLORITE SOLUTIONS	371.74
193020	10/3/2024	WILLDAN FINANCIAL SERVICES	010-59695	033053	375-4900-431.33-19	2004-1 FAIR OAKS ADMIN INV 2OF4 FY24-25	782.20
193021	10/3/2024	XENIA PACIFIC, INC	6391	033009	001-2800-441.23-01	POLO SHIRTS (7)	245.67
193022	10/3/2024	YUNEX, LLC	5610003111	032407	100-4900-431.30-09	TRAFFIC SIGNAL CALL OUTS	2,046.01
			90002882	032407	100-4900-431.30-09	TRAFFIC SIGNAL MAINT	648.00
193023	10/10/2024	A.C. PROPANE	7121	033249	810-9700-490.90-59	REGULATOR	472.15
193024	10/10/2024	AMAZON BUSINESS	13RD-QR7D-D4JQ	033032	660-6300-471.41-46	IPAD CASE CREDIT	(80.72)
			143M-H7KW-XMKV	033002	761-3100-480.36-00	HEADSETS & STORAGE BOXES	94.75
					761-3110-480.36-00	HEADSETS & STORAGE BOXES	45.19
			17YL-FJKH-1FLD	033043	675-7020-473.41-46	KEEP YOUR KOOL	444.52
			19NG-GLKC-CVRP	033032	660-6300-471.41-46	IPAD CASE CREDIT	(40.36)
			1GTK-9L61-7DYQ	033043	675-7020-473.41-46	PROMOTIONAL ITEM GIVEAWAY	32.31
			1JLL-WGKC-CM64	033032	660-6300-471.41-46	IPAD CASE CREDIT	(40.36)
			1MPF-DT66-4CYM	033043	675-7020-473.41-46	BOAS-COSTUME DECORATION	56.01
			1QFV-FX6H-9HD6	033043	675-7020-473.41-46	EVENING IN THE PARK	885.63
			1QL1-YH61-31DW	033043	675-7020-473.36-00	FOOT REST	35.55
			1WQJ-1K9Q-PCDG	032929	702-3800-480.38-52	TOOLS/SUPPLIES	220.49
			1XF7-64GW-GVR7	033032	660-6300-471.36-00	IPAD CASE	77.52
			1YLT-NTFX-3166	032929	702-3800-480.38-52	BATTERY	30.16
193025	10/10/2024	AMERICAN FIDELITY ASSURANCE	SEPTEMBER 2024		001-0000-204.30-00	WHOLE/TERM LIFE SEPTEMBER 2024	7,494.38
					001-0000-204.80-02	CANCER POLICY SEPTEMBER 2024	4,110.76
					001-0000-204.80-09	ACCIDENT POLICY SEPTEMBER 2024	3,941.60
					001-0000-204.80-11	DISABILITY-SUPP STD SEPTEMBER 2024	6,749.70
					001-0000-204.80-12	CRITICAL ILLNESS SEPTEMBER 2024	1,951.44
					001-0000-204.80-16	GRP HOSP INDEMITY SEPTEMBER 2024	1,197.30
193026	10/10/2024	ANIXTER, INC	6013750-00		670-0000-131.00-00	NERITINA 1/0 AL TRIPLEX 6 PO NUM 033191	8,080.09
			6123396-00		670-0000-131.00-00	SG-4504; GRIP DE SVC PO NUM 033151	197.75
			6129619-00		670-0000-131.00-00	K4021C; PHOTO CONTROL PO NUM 033150	746.17
			6141545-00	033248	670-7000-473.45-16	NRHDM; 5 IN 1	464.38
193027	10/10/2024	AURIGA CORPORATION	8192	031498	673-7000-473.96-47	TASK 2- ELECTRICAL DESIGN	7,030.00
193028	10/10/2024	BABCOCK LABORATORIES, INC	CI40320-0030	032373	680-8000-454.23-32	WASTEWATER ANALYSIS	1,702.17
			CI40483-0030	032373	660-6300-471.23-32	COLIFORMS	261.91
			CI40486-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94
			CI40665-0030	032373	660-6300-471.23-32	WATER ANALYSIS	801.09
			CI40690-0030	032373	660-6300-471.23-32	WATER ANALYSIS	5,728.65
193029	10/10/2024	BANNING POLICE OFFICERS ASSOC.	SEPTEMBER 2024		001-0000-204.50-00	POLICE OFFICER ASSOC DUES SEPTEMBER 2024	2,960.30
193030	10/10/2024	BEAUMONT CHERRY VALLEY WATER	0003940		660-6300-471.27-14	WELL MAINT REIMBURSEMENT ORG INV DATE: 1/31/2021	1,370.54
			0005195		660-6300-471.27-14	WELL MAINT REIMBURSEMENT ORG INV DATE: 01/31/24	646.55
			0005264		660-6300-471.27-14	WELL MAINT REIMBURSEMENT ORG INV DATE: 02/29/24	385.65

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193030	10/10/2024	BEAUMONT CHERRY VALLEY WATER	0005520		660-6300-471.27-14	WELL MAINT REIMBURSEMENT AUGUST 2024	378.51
193031	10/10/2024	BEAUMONT DO IT BEST HOME CENTER	546239	032918	810-9700-490.90-59	PADLOCK/NIFTY NABBER	119.01
			547346	033144	001-4000-461.30-02	2X4 PLATEAU CEILING PANEL	86.19
			547517	033144	001-4000-461.30-02	CLEANING SUPPLIES	212.66
			548501	032952	100-4900-431.36-00	SAN ANGELO BAR	43.09
193032	10/10/2024	BENHAR, CHANDA	MEALS 10/21-25		001-2210-421.23-06	COMMUNICATIONS TRAINING MEALS 10/21-25 BENHAR	99.00
193033	10/10/2024	CALIFORNIA LAW ENFORCE ASSN	OCTOBER 2024		001-0000-204.80-13	POLICE LTD PREMIUMS OCTOBER 2024	1,152.00
193034	10/10/2024	CDW GOVERNMENT, LLC	AA7RU8C	033244	761-3100-480.89-48	WORKSTATION LAPTOP-UB	1,309.42
193035	10/10/2024	CELL BUSINESS EQUIP-LEASING	5030924331	032588	670-7000-473.32-06	5000 FOLDER INSERTER 8/23/24-9/22/24	821.50
193036	10/10/2024	CICCS	SEP24 EYE		001-0000-204.80-08	EYEMED VISION APRIL 2024 ADJ	(6.66)
						EYEMED VISION AUGUST 2024 ADJ	(6.66)
						EYEMED VISION JULY 2024 ADJ	(6.66)
						EYEMED VISION JUNE 2024 ADJ	(6.66)
						EYEMED VISION MAY 2024 ADJ	(6.66)
						EYEMED VISION SEPTEMBER 2024	1,040.09
			SEP24 PET		001-0000-204.62-00	PET INSURANCE SEPTEMBER 2024	61.48
193037	10/10/2024	CINTAS CORPORATION	4204227331	033161	001-3600-461.25-02	UNIFORM-PARKS	51.13
			4205743433	033083	660-6300-471.25-02	UNIFORM-WATER	240.89
					680-8000-454.25-02	UNIFORM-WASTEWATER	59.47
			4206507360	033083	660-6300-471.25-02	UNIFORM-WATER	240.89
					680-8000-454.25-02	UNIFORM-WASTEWATER	59.47
			4207219033	032901	702-3800-480.25-02	UNIFORM-FLEET	59.71
			4207219132	032937	610-5800-434.25-02	UNIFORM-TRANSIT	119.79
					610-5850-434.25-02	UNIFORM-DAR	11.13
			4207219350	033256	670-7000-473.25-02	UNIFORM-ELEC	354.45
193038	10/10/2024	CITY OF BANNING (BNG)	FC B-5 OCT24		705-4500-412.32-06	HANGAR FC B-5 CARRIAGES OCTOBER 2024	185.89
193039	10/10/2024	CITY OF BANNING UTILITIES OPV	1019454438SE24		810-9700-490.90-60	146 N 4TH ST 8/7/24-9/6/24	146.19
			10194555344SE24		810-9700-490.90-60	312 N 4TH ST 08/07/2024-09/06/2024	197.91
			10194557468SE24		810-9700-490.90-59	BRYANT ST SHELTER OPV 08/07/2024-09/06/2024	249.29
			10194557548SE24		810-9700-490.90-59	BRYANT ST SHELTER OPV 08/07/2024-09/06/2024	1,047.83
			10611112980AU24		810-9700-490.90-60	467 E HOFFER ST 07/02/2024-08/01/2024	484.33
			10611112980JU24		810-9700-490.90-60	467 E HOFFER ST 6/21/24-7/2/24	192.48
193040	10/10/2024	CIVICPLUS	314912	032469	001-4000-461.89-49	ANNUAL RENEWAL 2024-25	3,000.15
					610-5800-434.89-49	ANNUAL RENEWAL 2024-25	1,499.85
193041	10/10/2024	CONCENTRA MEDICAL CENTERS	84429169		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	45.00
193042	10/10/2024	CORE & MAIN, LP	V592988		660-0000-131.00-00	INVENTORY PO NUM 033011	1,556.02
193043	10/10/2024	CUSTOM TROPHIES & UNEEK AWARDS	005698	032949	001-1300-412.41-15	9X12 PLAQUES (23)	1,115.21
193044	10/10/2024	CYBERTIME NETWORK COMMUNICATIONS	1522-241102	032558	703-3700-480.30-19	INT CIRCUIT-CITY HALL	699.00
193045	10/10/2024	DEUSENBERRY, DANIEL	MEALS 10/15		001-2200-421.23-06	DRIVER AWARENESS PSP MEALS 10/15 DEUSENBERRY	16.50
193046	10/10/2024	ENTERPRISE RENT-A-CAR	37091703		001-4000-461.42-31	LA BREA TAR PITS-OEP	141.77
193047	10/10/2024	EXECUTIVE FACILTIES SERVICES INC	32477	032334	704-3200-412.33-18	JANITORIAL SERVICES SEP 2024	15,760.20
			32478	032334	704-3200-412.33-18	JANITORIAL SUPPLIES	2,078.60
193048	10/10/2024	FAST LUBE & TUNE	117320	033199	702-3800-480.30-05	SMOG INSPECTION #63	39.99
			117345	033199	702-3800-480.30-05	SMOG INSPECTION #16	49.99
			117363	033199	702-3800-480.30-05	SMOG INSPECTION #29	49.99
193049	10/10/2024	FLINT, AUSTIN	EYEWEAR FY25		001-1900-412.25-10	EMPLOYEE EYEWEAR REIMB IBEW GENERAL MOU FLINT	250.00
193050	10/10/2024	FOSTER, SCOTT	MEALS 10/17-18		001-4000-461.23-05	CPRS DIRECTORS ACADEMY MEALS 10/17-18 FOSTER	34.50
193051	10/10/2024	FRONTIER COMMUNICATIONS	2131817186SEP24		703-3700-480.30-17	213-181-7186 FIOS 09/19/24-10/18/24	473.74
193052	10/10/2024	GARDA CL WEST INC	10793807	033241	761-3100-480.23-43	ARMORED SVCS OCT 2024	1,258.79
193053	10/10/2024	GAS COMPANY, THE	0560268006SE24		001-2400-422.26-06	NATURAL GAS-172 N MURRAY 08/14/2024-09/16/2024	63.18
			19499362408SE24		100-4900-431.26-06	176 E LINCOLN ST 08/21/24-09/23/24	12.20
					660-6300-471.26-06	176 E LINCOLN ST 08/21/24-09/23/24	27.21
					670-7000-473.26-06	176 E LINCOLN ST 08/21/24-09/23/24	27.21
					702-3800-480.26-06	176 E LINCOLN ST 08/21/24-09/23/24	27.21

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193054	10/10/2024	GRAINGER	9259967694	033008	660-6300-471.45-16	RODENTICIDE	347.07
			9267462159	032942	702-3800-480.38-52	CONNECTOR	160.46
			9267462167	032942	702-3800-480.38-52	CONNECTOR	171.44
193055	10/10/2024	HAZEN AND SAWYER	20062-001-50-A	029243	661-6300-471.90-78	WELL C8 CONST MGMT JUNE 2024	201.29
					661-6300-471.95-08	WELL C8 CONST MGMT JUNE 2024	469.46
			20062-001-51	029243	661-6300-471.90-78	WELL C8 CONSTRUCTION MGMT	187.56
					661-6300-471.95-08	WELL C8 CONSTRUCTION MGMT	437.44
			20062-001-52	029243	661-6300-471.90-78	WELL C8 CONSTRUCTION MGMT	460.65
					661-6300-471.95-08	WELL C8 CONSTRUCTION MGMT	1,074.35
193056	10/10/2024	HOME DEPOT #8987	0612390	033098	675-7020-473.36-00	LED WORK LIGHTING	533.36
			1623802	033098	675-7020-473.36-00	TOOLS/SUPPLIES	981.74
			1623803	033098	670-7000-473.45-16	LUMBER	60.65
			8012394	032957	810-9700-490.90-59	ALUMINUM REPAIR TAPE	154.99
			9012316	032957	810-9700-490.90-59	ALUMINUM REPAIR TAPE	38.75
			9624626	033098	670-7000-473.45-16	TOOLS	268.30
193057	10/10/2024	I.B.E.W. LOCAL 47	SEPTEMBER 2024		001-0000-204.53-00	GEN/UTILITY UNION DUES SEPTEMBER 2024	10,501.65
193058	10/10/2024	I.B.E.W. LOCAL 47 (PAC)	SEPTEMBER 2024		001-0000-204.80-01	PAC DUES SEPTEMBER 2024	48.00
193059	10/10/2024	INFOSEND, INC	271756	032788	761-3100-480.23-02	UB BILL SRVC 9/27/24	260.37
					761-3100-480.23-04	UB BILL SRVC 9/27/24	2,239.83
					761-3100-480.33-11	UB BILL SRVC 9/27/24	541.57
193060	10/10/2024	JEWS, NICOLE	MILEAGE 9/24-27		001-1300-412.23-05	CALGOV 2024 MILEAGE-JEWS 9/24-27	259.96
193061	10/10/2024	JOE A GONSALVES & SON	161904	032066	001-1000-411.33-11	LOBBYING SERVICES OCT 2024	1,925.00
					705-4500-412.33-11	LOBBYING SERVICES OCT 2024	1,925.00
193062	10/10/2024	KIMLEY-HORN AND ASSOCIATES, INC	194392004-0824	032872	681-8000-454.90-78	BANNING WWTP UPGRADE	11,255.00
193063	10/10/2024	LOPEZ, MARISOL	MEALS 9/23-25		001-1210-412.23-05	ICSC at WESTERN MEALS-LOPEZ 9/23-25	68.25
193064	10/10/2024	MARIPOSA LANDSCAPES, INC	110002	032405	660-6300-471.45-07	RESERVOIRS	1,963.44
193065	10/10/2024	MARTINEZ, ROBERT	MEALS 10/21-25		001-2740-442.23-05	CACEO MODULE ONE ACADEMY MEALS 10/21-25 MARTINEZ	307.50
193066	10/10/2024	MC CALL'S METER SALES	36997	033195	660-6300-471.45-06	1-8" TOP PLATE ASSEMBLY R	743.28
193067	10/10/2024	MILSOFT UTILITY SOLUTIONS, INC	20245476	033231	761-3100-480.30-17	IXP HOSTED MONTHLY NOV 2024	3,200.00
			20245861	033231	761-3100-480.30-17	HOSTED-TEXTING DEDICATED SEPT 2024	1,929.00
193068	10/10/2024	NHA ADVISORS, LLC	01403	032127	680-8000-454.95-12	COB 2024-25 CONSULTING 6/17/24-6/30/24	2,231.25
			01439	032895	670-7000-473.33-11	COB 2024-25 CONSULTING	8,693.75
193069	10/10/2024	NOTTINGHAM, MICHAEL	MEALS 10/7-11		001-2200-421.23-06	RIMS CONF MEALS 10/7-11 NOTTINGHAM	288.75
193070	10/10/2024	N2W ENGINEERING, INC	0650	032037	680-8000-454.95-12	WWTP OWNER ADVISOR	24,817.50
193071	10/10/2024	OERTEL, ERICH	MEALS 10/20-25		001-2200-421.23-06	ICI SEXUAL ASSAULT INV MEALS 10/20-25 OERTEL	407.00
193072	10/10/2024	ONLINE INFORMATION SERVICES	1265106	033181	761-3100-480.23-51	UB CREDIT CHECK JUN 2024	404.08
			1275937	033181	761-3100-480.23-51	UB CREDIT CHECK AUG 2024	529.92
			1281443	033181	761-3100-480.23-51	UB CREDIT CHECK SEP 2024	418.62
193073	10/10/2024	ORACLE AMERICA INC	101420263	032099	705-4500-412.33-11	SUBSCRIPTION-NETSUITE 7/29/24-9/28/24	17,548.50
193074	10/10/2024	PACKHAM & TOOMEY, INC	2024412	033266	702-3800-480.30-05	AQMD ANNUAL TESTS	679.43
			2024425	033101	600-5100-435.30-06	MONTHLY SPCC INSEPCTION	125.00
			2024426	033266	702-3800-480.30-05	MONTHLY DESIGNATED INSP	135.00
193075	10/10/2024	PARKHOUSE TIRE, INC.	2010919177	032932	702-3800-480.30-05	TIRE/LABOR #832	112.36
193076	10/10/2024	PRE-PAID LEGAL SERVICES, INC	AUGUST 2024		001-0000-204.80-07	PREPAID LEGAL PREMIUMS AUG 2024	297.96
			JULY 2024		001-0000-204.80-07	PREPAID LEGAL PREMIUMS JUL 2024	313.91
			SEPTEMBER 2024		001-0000-204.80-07	PREPAID LEGAL PREMIUMS SEP 2024	272.06
193077	10/10/2024	PRESS-ENTERPRISE, THE	3C343577-0063	033090	680-8000-454.23-01	NOTICE FOR BIDS AD	136.77
193078	10/10/2024	RICHARDS WATSON GERSHON	249763		700-5300-480.33-04	0001 GENERAL SVCS AUGUST 2024	6,685.75
						0010 POLICE DEPT AUGUST 2024	137.40
			249764		700-5300-480.33-04	0003 CITY MANAGER AUGUST 2024	2,066.51
			249765		700-5300-480.33-04	0004 CITY CLERK AUGUST 2024	3,732.70
						0010 POLICE DEPT AUGUST 2024	503.80
			249766		700-5300-480.33-04	0005 COMMUNITY DEV AUGUST 2024	4,871.15
			249767		700-5300-480.33-04	0005 COMMUNITY DEV AUGUST 2024	206.10

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193078	10/10/2024	RICHARDS WATSON GERSHON	249767		700-5300-480.33-04	0006 COMMUNITY SVCS AUGUST 2024	45.80
			249768		700-5300-480.33-04	0007 ELECTRIC UTILITY AUGUST 2024	664.10
			249769		700-5300-480.33-04	0008 ADMIN SVCS AUGUST 2024	5,977.60
			249770		700-5300-480.33-04	0010 POLICE DEPT AUGUST 2024	3,694.10
			249771		700-5300-480.33-04	0006 COMMUNITY SVCS AUGUST 2024	565.10
						0011 PUBLIC WORKS AUGUST 2024	6,410.48
						0061 SOLID WASTE AUGUST 2024	45.80
			249772		700-5300-480.33-04	0012 WATER/WASTEWATER AUGUST 2024	710.60
			249773		700-5300-480.33-04	0013 PERSONNEL MATTERS AUGUST 2024	4,944.50
			249774		002-0000-222.34-01	0014 BUTTERFIELD AUGUST 2024	768.60
					002-2800-361.41-02	0014 BUTTERFIELD AUGUST 2024	(768.60)
					002-2800-441.33-04	0014 BUTTERFIELD AUGUST 2024	768.60
			249775		700-5300-480.33-04	0021 CODE ENFORCEMENT AUGUST 2024	535.50
			249776		700-5300-480.33-04	0022 POLICE PERSONNEL AUGUST 2024	4,674.15
			249777		700-5300-480.33-04	0031 CANNABIS TAX & ORD AUGUST 2024	2,730.00
			249778		700-5300-480.33-04	0061 SOLID WASTE AUGUST 2024	387.00
			249779		002-0000-222.34-01	0062 CFD NO2020-02 ATWELL AUGUST 2024	377.00
					002-2800-361.41-02	0062 CFD NO2020-02 ATWELL AUGUST 2024	(377.00)
					002-2800-441.33-04	0062 CFD NO2020-02 ATWELL AUGUST 2024	377.00
			249780		002-0000-222.31-37	0068 SUNSET CROSSROADS AUGUST 2024	15,542.94
					002-2800-361.41-02	0068 SUNSET CROSSROADS AUGUST 2024	(15,542.94)
					002-2800-441.33-04	0068 SUNSET CROSSROADS AUGUST 2024	15,542.94
			249781		700-5300-480.33-04	0070 BANNING AIRPORT AUGUST 2024	2,899.23
			249782		700-5300-480.33-04	0076 BANNING POINT APPEAL AUGUST 2024	18,694.59
			249783		700-5300-480.33-04	0078 ADV PASS ACTION GRP AUGUST 2024	3,950.40
			249784		002-0000-222.31-58	0083 AIRPORT-HILLWOOD AUGUST 2024	2,310.00
					002-2800-361.41-02	0083 AIRPORT-HILLWOOD AUGUST 2024	(2,310.00)
					002-2800-441.33-04	0083 AIRPORT-HILLWOOD AUGUST 2024	2,310.00
193079	10/10/2024	ROEBUCK, ALYSSA	MEALS 10/17		001-2200-421.23-06	FIREARMS PSP MEALS 10/17/2024 ROEBUCK	16.50
193080	10/10/2024	SAN BERNARDINO PUBLIC EMPLOYEES	SEPTEMBER 2024		001-0000-204.51-00	TEAMSTERS DUES SEPTEMBER 2024	2,527.57
193081	10/10/2024	SATELLITE PHONE STORE	9408-1261606	032428	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95
193082	10/10/2024	SITEONE LANDSCAPE SUPPLY	146699303-001	033227	111-4900-432.23-29	XERI-CAP RETRO KIT	57.44
193083	10/10/2024	SMART & FINAL	232000	033136	001-4000-461.36-09	FRUIT/WATER	124.88
			385155	033138	001-4050-461.36-65	SUPPLIES	144.41
			518211	033138	201-4050-446.36-00	HAPPINESS CAMP	96.98
			575988	033136	001-4000-461.36-09	GRANOLA BARS/WATER	19.29
			884099	033136	001-5400-446.41-86	HISPANIC HERITAGE	135.24
193084	10/10/2024	SO CAL JOINT POLE COMMITTEE	22321		670-7000-473.27-11	OPERATING EXPENSES SEPTEMBER 2024	1,682.78
193085	10/10/2024	SOUTH COAST AIR QUALITY	4417656		680-8000-454.41-04	EMISSIONS FLAT FEE	165.96
193086	10/10/2024	SOUTHERN CALIFORNIA WEST COAST ELEC	48468	033057	704-3200-412.30-02	RODEO PANEL REPAIR	1,317.84
193087	10/10/2024	STAPLES BUSINESS ADVANTAGE	6009183011	033137	705-4500-412.36-00	OFFICE SUPPLIES	52.40
			6010535732	033137	705-4500-412.36-00	RETURN-OFFICE SUPPLIES	(52.40)
			6011466914	033267	670-7000-473.36-00	STACKABLE BINS	58.42
			6012058670	033056	001-1200-412.36-00	DAILY PLANNER	27.63
			6012113069	033056	001-1200-412.36-00	DESKTOP SPEAKER	19.38
			6012931914	033056	001-1400-412.36-00	OFFICE SUPPLIES	40.15
			6012997510	033056	001-1000-411.36-07	CITY COUNCIL SNACKS	51.19
193088	10/10/2024	TEC EQUIPMENT, INC	1786154F	032941	702-3800-480.38-52	AIR SPRING #243	406.22
193089	10/10/2024	THOMPSON COBURN, LLP	3690409	032837	670-7010-473.33-02	LEGAL SVCS 48126/6889	66.65
			3690412	032837	670-7010-473.33-02	LEGAL SRVCS 37424/97133	3,195.24
193090	10/10/2024	TRENCH SHORING COMPANY	RI20441252	033177	660-6300-471.32-05	TRENCH TOP RENTAL	313.00
193091	10/10/2024	VANCE CORPORATION	2024-02	032928	101-0000-232.00-00	2024-01 CITYWIDE STREET OVERLAY	(981.97)
					101-4900-431.93-16	2024-01 CITYWIDE STREET OVERLAY	19,639.50
					102-0000-232.00-00	2024-01 CITYWIDE STREET OVERLAY	(1,372.32)

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193091	10/10/2024	VANCE CORPORATION	2024-02	032928	102-4904-431.93-15	2024-01 CITYWIDE STREET OVERLAY	27,446.32
193092	10/10/2024	VESTIS SERVICES LLC	5880730723	033216	761-3110-480.25-02	UNIFORM-FSR	100.75
			5880736747	033216	761-3110-480.25-02	UNIFORM-FSR	100.75
193093	10/10/2024	VIGILANT LLC	22663	032607	703-3700-480.33-11	MEDR: CONTRACTED AMOUNT	2,977.38
193094	10/10/2024	VIRTUAL PROJECT MANAGER, LLC	12-4111	032629	660-6300-471.30-17	WEB BASED PRJCT MGMT SYST JUL 2024	249.90
					670-7000-473.30-17	WEB BASED PRJCT MGMT SYST JUL 2024	500.10
					680-8000-454.30-17	WEB BASED PRJCT MGMT SYST JUL 2024	250.00
			12-4155	032629	660-6300-471.30-17	WEB BASED PRJCT MGMT SYST AUG 2024	249.90
					670-7000-473.30-17	WEB BASED PRJCT MGMT SYST AUG 2024	500.10
					680-8000-454.30-17	WEB BASED PRJCT MGMT SYST AUG 2024	250.00
193095	10/10/2024	WALKER, BRIAN	MEALS 10/15		001-2200-421.23-06	DRIVER AWARENESS PSP MEALS 10/15 WALKER	16.50
193096	10/10/2024	WASTE MANAGEMENT 0F THE IE	7966310-0149-5		670-7000-473.23-54	40 YD SPCL WST BIN #80064 09/06/24	1,907.80
						40 YD SPCL WST BIN #8086 09/06/24	2,530.59
						40 YD SPCL WST BIN #8086 09/12/24	2,195.95
						40 YD SPCL WST BIN#523521 09/12/24	1,724.92
						ENERGY SURCHARGE	1,018.65
193097	10/10/2024	WATERLINE TECHNOLOGIES, INC	5707047	033170	001-4010-461.36-08	HYPOCHLORITE SOLUTIONS	483.26
193098	10/10/2024	WESTERN WATER WORKS SUPPLY CO	1409982-00		660-0000-131.00-00	INVENTORY PO NUM 033013	29.74
193099	10/10/2024	WILDLIFE CONTROL SERVICE INC	WL3786	032751	001-3600-461.23-24	PEST CONTROL SEPT 2024-BI MONTHLY	1,250.00
			WL3804	032751	001-3600-461.23-24	PEST CONTROL OCT 2024-BI MONTHLY	1,250.00
193100	10/10/2024	WILLDAN ENGINEERING	002-32679	030055	001-3000-442.33-11	STARLING-PW PERMIT TECH AUGUST 2024	233.38
					660-6300-471.33-11	STARLING-PW PERMIT TECH AUGUST 2024	233.31
					680-8000-454.33-11	STARLING-PW PERMIT TECH AUGUST 2024	233.31
193101	10/10/2024	ZENNER PERFORMANCE METERS, INC	0093063-IN		660-0000-131.00-00	1' ZENNER MTK METER PO NUM 032207	8,411.22
193102	10/17/2024	ALL STAR ELITE SPORTS	4441	033099	001-4000-461.36-09	SOCCER CAMP T-SHIRTS (17)	175.81
193103	10/17/2024	AMAZON BUSINESS	14PT-LHTL-J3WD	033121	001-4000-461.36-00	UNIVERSAL BOND PAPER	72.60
			1GPG-G6DP-9YKF	032929	702-3800-480.36-00	STAND UP DESK	193.94
			1KFD-GKGQ-X7QF	033121	001-4000-461.36-09	24PK JUICE BOTTLES	25.42
			1LMT-6CJV-KDKV	033121	001-4000-461.36-11	CLEAN UP SUPPLIES	416.35
			1MLC-KRQV-DMMM	033045	001-1910-412.36-00	LAPTOP CHARGER	21.55
			1NL6-7PGW-PFNK	033043	675-7020-473.41-46	HALLOWEEN DECORATIONS	46.58
			1X67-CKXM-MDJT	033121	001-4000-461.36-03	HARD ROLL TOWELS	196.02
193104	10/17/2024	AMERICAN FORENSIC NURSES	79016	033079	001-2200-421.33-31	STAND BY FEE NOV 2024	1,174.17
193105	10/17/2024	ARCE, PAUL	SEPTEMBER 2024		001-4000-461.23-15	GUITAR INSTRUCTION SEPTEMBER 2024	84.00
193106	10/17/2024	ASBURY ENVIRONMENTAL SERVICES DBA	I500-01129624	033247	001-9600-453.45-15	30GAL POLY DRUM	743.48
193107	10/17/2024	AT&T CALNET 2	000022230273		001-2200-421.26-05	MONTHLY SVC 8/1/24-8/31/24	453.66
			000022333613		001-2200-421.26-05	MONTHLY SVC 8/22/24-9/21/24	202.06
			000022387987		001-2200-421.26-05	MONTHLY SVC 9/1/24-9/30/24	104.40
193108	10/17/2024	AT&T MOBILITY LLC	99235103891924		001-2200-421.26-05	MONTHLY SVC 8/12/24-9/11/24	1,717.14
193109	10/17/2024	ATWORK PERSONNEL SERVICES	291632	033146	001-2200-421.23-27	M BOND 9/22/24	285.13
			292705	033074	001-3000-442.23-27	SANTELLO PPE 09/29/2024	300.38
					660-6300-471.23-27	SANTELLO PPE 09/29/2024	450.58
					680-8000-454.23-27	SANTELLO PPE 09/29/2024	450.58
					702-3800-480.23-27	SANTELLO PPE 09/29/2024	300.38
			292706	033146	001-2200-421.23-27	M BOND 9/29/24	142.56
			293570	033074	001-3000-442.23-27	SANTELLO PPE 10/06/2024	289.12
					660-6300-471.23-27	SANTELLO PPE 10/06/2024	433.68
					680-8000-454.23-27	SANTELLO PPE 10/06/2024	433.68
					702-3800-480.23-27	SANTELLO PPE 10/06/2024	289.12
			293572	033146	001-2200-421.23-27	M BOND 10/6/24	249.49
193110	10/17/2024	BABCOCK LABORATORIES, INC	CI41038-0030	032373	660-6300-471.23-32	COLIFORMS	261.91
			CI41039-0030	032373	680-8000-454.23-32	TDS ANALYSIS	39.34
			CI41040-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94
			CI41166-0030	032373	660-6300-471.23-32	COLIFORMS	238.10

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193111	10/17/2024	BANNING VETERINARY HOSPITAL	835596		001-2300-424.33-90	MEDICAL EXAMINATION #2409210071	293.00
			835941		001-2300-424.33-90	MEDICAL EXAMINATION #2409300055	139.25
193112	10/17/2024	BEALE &, ANITA SANTA CRUZ	000042561		001-0000-218.22-22	UB CR REFUND 000018652	426.86
193113	10/17/2024	BEAUMONT DO IT BEST HOME CENTER	543297	032918	810-9700-490.90-59	SINGLE SIDED KEY	3.86
			544815	032918	810-9700-490.90-59	SINGLE SIDED KEY	3.86
			544878	032918	810-9700-490.90-59	SINGLE SIDED KEY	38.57
			545082	032918	810-9700-490.90-59	5GAL PAINT PAIL	34.20
			546555	032918	810-9700-490.90-59	DRILL/DRILL BITS	129.26
			546868	032918	810-9700-490.90-59	WATER/DISINFECTING WIPES	62.82
			546870	032918	810-9700-490.90-59	SINGLE SIDED KEY	19.29
			547673	033114	001-3600-461.30-01	PAINT SUPPLIES	63.84
			547992	033114	001-3600-461.30-01	SUPPLIES-AIR HOSE	117.39
			548558	032952	704-3200-412.30-01	V-BELT	7.53
			548600	032952	704-3200-412.30-02	ODOR CONCENTRATE/FROG TAP	22.61
193114	10/17/2024	BENHAR, DIANA T	SEPTEMBER 2024		001-4000-461.23-15	ZUMBA INSTRUCTION SEPTEMBER 2024	287.00
193115	10/17/2024	BERKENSTOCK, MARY	000106959		001-0000-218.22-22	UB CR REFUND 000020398	159.61
193116	10/17/2024	BIO-TOX LABORATORIES	46391	033232	001-2200-421.33-31	BLOOD ANALYSIS	226.00
			46481	033232	001-2200-421.33-31	BLOOD ALCOHOL CHP	348.00
193117	10/17/2024	BLAIS & ASSOCIATES, LLC	BA_8064_2024	032727	660-6300-471.33-11	PROJECT MANAGEMENT 8/20/24-9/30/24	7,575.00
			BA_8069_2024	031320	100-4900-431.33-11	SOFTWARE LICENSE FEE/GM 6/1/21-9/30/24	335.00
			BA_8070_2024	031313	100-4900-431.33-11	SOFTWARE LICENSE FEE/GM 9/1/21-9/30/24	335.00
193118	10/17/2024	BRASCH, JOHN	000110767		001-0000-218.22-22	UB CR REFUND 000017438	155.54
193119	10/17/2024	BUSINESS TELECOMMUNICATION	21626	033212	001-1900-412.89-48	MITEL DESK PHONE-CURRY	533.06
193120	10/17/2024	CALIFORNIA DEPT OF TAX AND FEE ADMN	JUL-SEP 2024		670-7010-473.27-08	QUARTERLY ENERGY TAXES JUL-SEP 2024	17,578.00
193121	10/17/2024	CALIFORNIA MUNICIPAL STATISTICS	24100902		001-1900-412.33-11	DIRECT & OVERLAPPING DEBT STMT AS OF 6/30/24	550.00
193122	10/17/2024	CALIFORNIA PEACE OFFICERS' ASSN	438100		001-2200-421.23-03	DEPT MMBSHP 1/1/25-12/31/25	700.00
193123	10/17/2024	CANON FINANCIAL SERVICES, INC	35232653	033119	001-2200-421.32-06	PRINTER-RECORDS	332.16
193124	10/17/2024	CARNER, EVA L	000085481		001-0000-218.22-22	UB CR REFUND 000008394	62.24
193125	10/17/2024	CDW GOVERNMENT, LLC	AA5FS4E	033116	001-2200-421.36-00	LABEL MAKER	115.25
193126	10/17/2024	CELL BUSINESS EQUIPMENT (CBE)	IN2775432	032335	001-4000-461.30-06	COPIER MAINTENANCE	207.10
					660-6300-471.30-06	COPIER MAINTENANCE	41.40
					670-7000-473.30-06	COPIER MAINTENANCE	109.05
					705-4500-412.30-06	COPIER MAINTENANCE	524.59
					761-3100-480.30-06	COPIER MAINTENANCE	141.97
			IN2780203	033052	001-2200-421.32-06	COPY COUNT-PD	206.16
193127	10/17/2024	CENTER ELECTRIC SERVICES, INC	10978	033082	660-6300-471.45-06	WWTP CONTROLLER INSTALL	3,499.77
193128	10/17/2024	CHANDLER ASSET MANAGEMENT INC	2409BANNING	032081	001-4500-412.33-11	ASSET AND INVESTMENT MGMT SEP 2024	2,104.00
193129	10/17/2024	CHARTER COMMUNICATIONS	086811201100124		670-7000-473.26-09	CABLE SERVICE-CORP YARD 10/01/2024-10/31/2024	102.30
			189284001100124		001-2400-422.26-09	CABLE SERVICE-172 MURRAY 10/01/2024-10/31/2024	35.95
			189284101100124		001-2060-446.26-09	CABLE SERVICE-COMM CENTER 10/01/2024-10/31/2024	35.52
			189284201100124		001-2060-446.26-09	SENIOR CENTER 10/1/24-10/31/24	35.52
193130	10/17/2024	CHOISNET JR &, NORRIS	000078183		001-0000-218.22-22	UB CR REFUND 000017648	113.02
193131	10/17/2024	CINTAS CORPORATION	4205084252	033161	001-3600-461.25-02	UNIFORM-PARKS	51.13
			4205084257	033162	001-4000-461.36-03	JANITORIAL SUPPLIES	75.68
			4205743425	033161	001-3600-461.25-02	UNIFORM-PARKS	51.13
			4207219066	032953	100-4900-431.25-02	UNIFORM-STREETS	77.92
					704-3200-412.25-02	UNIFORM-BUILD MAINT	10.78
			4207957282	032901	702-3800-480.25-02	UNIFORM-FLEET	59.71
			4207957292	032953	100-4900-431.25-02	UNIFORM-STREETS	77.92
					704-3200-412.25-02	UNIFORM-BUILD MAINT	10.78
			4207957311	033256	670-7000-473.25-02	UNIFORM-ELEC	347.21
			4207957359	032937	610-5800-434.25-02	UNIFORM-TRANSIT	119.79
					610-5850-434.25-02	UNIFORM-DAR	11.13
193132	10/17/2024	CITY OF BANNING (BNG)	FC D-2 OCT24		001-3000-442.32-02	HANGAR FC D-2	197.57

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193133	10/17/2024	CITY OF BANNING UTILITIES OPV	10611112980SE24		810-9700-490.90-60	467 E HOFFER ST 08/01/24-09/03/24	468.02
193134	10/17/2024	CODE 3 TECHNOLOGY	24-366B	033207	001-2200-421.36-00	GETAC FULL RUGGED B360G2(3)	11,118.87
193135	10/17/2024	COMDIRECT, INC	41782	033120	001-2200-421.30-17	SOFTWARE AND PARTNER PROG 7/1/24-6/30/25	6,880.00
193136	10/17/2024	COOPER &, AMANDA	000099749		001-0000-218.22-22	UB CR REFUND 000002542	40.00
193137	10/17/2024	CORE & MAIN, LP	V643066		660-0000-131.00-00	ADAPTER PO NUM 033011	18.86
193138	10/17/2024	CUSTOM TROPHIES & UNEEK AWARDS	005735	032949	001-1000-411.41-86	ENGRAVED COASTER SETS-(8)	215.50
193139	10/17/2024	D&M JOB INC.	16311	032977	001-1000-411.41-86	STATE OF THE CITY BIFOLD	188.56
193140	10/17/2024	DEGRAVE COMMUNICATIONS INC	2001	033218	670-7000-473.33-11	SEPTEMBER OUTREACH	2,145.00
193141	10/17/2024	DIAMOND ENVIRONMENTAL SERVICES	0005728332	033163	810-9700-490.90-59	ADA RESTROOM-HANDWASHING	427.64
193142	10/17/2024	DJ TONY	2002	033271	001-5400-446.41-86	TRUNK A TREAT 10/26/24	200.00
193143	10/17/2024	DOBBINS, DEANN LOUISE	SEPTEMBER 2024		001-4000-461.23-15	SPECIAL NEEDS INSTRUCTION SEPTEMBER 2024	98.00
193144	10/17/2024	DUDEK	202407077	031985	660-0000-232.00-00	WELL M12A DESIGN 7/27/24-8/23/24	(3,477.96)
					660-6300-471.95-08	WELL M12A DESIGN 7/27/24-8/23/24	34,779.55
193145	10/17/2024	ENGINEERING RESOURCES OF SO CA	60673	032559	001-3000-442.33-53	INSPECTION SERVICES THRU 8/31/24	71,988.58
			60703	032559	001-3000-442.33-53	PLAN CHECK SERVICES THRU 8/31/24	20,249.25
			60733	032552	660-6300-471.33-11	STAFF AUGMENTATION 70% WATER	9,933.00
					680-8000-454.33-11	STAFF AUGMENTATION 30% WASTEWATER	4,257.00
193146	10/17/2024	ENTERPRISE FM TRUST	FBN5146551		001-2300-424.32-06	ANIMAL CONTROL VEHICLE #80	927.47
					001-2400-422.32-06	FIRE MONTHLY LEASE #110	442.06
					001-2740-442.32-06	CODE ENFORCEMENT MO LEASE #437, #438	1,029.39
					001-3000-442.32-06	ENGINEERING MONTHLY LEASE #1201	661.46
					001-3600-461.32-06	PARKS MONTHLY LEASE #702, #703, #704	1,465.07
					100-4900-431.32-06	STREETS MONTHLY LEASE #600, #626, #627, #628	2,334.12
						STREETS MONTHLY LEASE #624, #625	385.45
					660-6300-471.32-06	WA MO LEASE #800,817,830, 831,833,838,839,840,841	7,261.93
						WATER MONTHLY LEASE #800	1,264.42
						WATER MONTHLY LEASE #801	1,051.53
						WATER MONTHLY LEASE #802,#804	1,257.38
					670-7000-473.32-06	ELECTRIC MONTHLY LEASE #302,#310,#314,#317,#318	3,495.95
					702-3800-480.23-42	FINANCE CHARGES	350.50
					702-3800-480.32-06	FLEET MONTHLY LEASE #40	878.05
					761-3110-480.32-06	METER #505	441.65
					810-9700-490.90-59	THE VILLAGE MONTHLY LEASE #205	303.89
193147	10/17/2024	ESPINOZA MARTINEZ, JUAN	000101889		001-0000-218.22-22	UB CR REFUND 000004436	219.19
193148	10/17/2024	FAST LUBE & TUNE	114658	033199	702-3800-480.30-05	MOTOR OIL/FILTER	64.79
			117623	033199	702-3800-480.30-05	MOTOR OIL/FILTER	61.87
			117647	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
193149	10/17/2024	FIGUEROA, ROBERT & MONIQUE	000102259		001-0000-218.22-22	UB CR REFUND 000013106	198.23
193150	10/17/2024	FLYNN, ORION	000107173		001-0000-218.22-22	UB CR REFUND 000014226	319.77
193151	10/17/2024	FOWLER, ROCKEL	000074431		001-0000-218.22-22	UB CR REFUND 000009188	19.74
193152	10/17/2024	FRONTIER COMMUNICATIONS	2091885918SEP24		001-2200-421.26-05	209-188-5918 09/28/24-10/27/24	43.23
					001-2400-422.26-05	209-188-5918 09/28/24-10/27/24	604.68
					001-4000-461.26-05	209-188-5918 09/28/24-10/27/24	403.39
					610-5800-434.26-05	209-188-5918 09/28/24-10/27/24	454.11
					660-6300-471.26-05	209-188-5918 09/28/24-10/27/24	478.33
					670-7000-473.26-05	209-188-5918 09/28/24-10/27/24	326.02
					705-4500-412.26-05	209-188-5918 09/28/24-10/27/24	116.65
			9511970620OCT24		001-2200-421.26-05	951-197-0620 9/27/24-10/26/24	576.68
			9518491595SEP24		001-2200-421.26-05	951-849-1595 9/13/24-10/12/24	115.40
			9519220196SEP24		001-2200-421.26-05	951-922-0196 9/16/24-10/15/24	1,163.71
193153	10/17/2024	FUN EXPRESS	73251156101	033109	001-4000-461.36-09	CERAMICS	68.53
			73272102101	033109	001-5400-446.41-86	TABLE COVERS/TABLE ROLL	166.45
193154	10/17/2024	GARDA CL WEST INC	20616534	033241	761-3100-480.23-43	ARMORED SVCS-EXCESS TIME SEP 2024	86.51
193155	10/17/2024	GAS COMPANY, THE	03292684002SE24		001-4000-461.26-06	COMMUNITY CENTER 08/14/24-09/16/24	31.91

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193155	10/17/2024	GAS COMPANY, THE	05192710001SE24		001-3600-461.26-06	PARKS & REC 08/14/24-09/16/24	20.96
			09142474007SE24		001-4050-461.26-06	SENIOR CENTER 08/14/24-09/16/24	92.91
			12662493001OC24		001-2400-422.26-06	NATURAL GAS-3900 W WILSON 09/06/24-10/08/24	26.85
			13392459007SE24		600-5100-435.26-06	408 S HATHAWAY AIRPORT 8/20/24-9/20/24	23.11
			16108344439SE24		001-4010-461.26-06	AQUATICS 08/14/24-09/16/24	946.59
193156	10/17/2024	GRAINGER	9270418206	032942	702-3800-480.38-52	LINK/CHAIN #350	72.96
			9273491085	032942	702-3800-480.38-52	HOSE/FLASHLIGHT	395.09
193157	10/17/2024	GRANADOS, MELISSA A & ROBERT J	000031721		001-0000-218.22-22	UB CR REFUND 000009392	20.00
193158	10/17/2024	GUTIERREZ, ELIZABETH	000042427		001-0000-218.22-22	UB CR REFUND 000009140	82.43
193159	10/17/2024	H & L CHARTER CO, INC	30234	033129	001-4000-461.42-31	LA JOLLA SHORES PARK 8/24/24	3,770.00
193160	10/17/2024	HEMET VALLEY TOOL, INC	180121	033253	660-6300-471.45-16	SAW (4) TRIMMER (3)	544.75
193161	10/17/2024	HERC RENTALS INC.	34977594-001	032955	100-4900-431.36-00	POSTHOLE AUGER	416.85
193162	10/17/2024	HERNANDEZ, CARLA	SEPTEMBER 2024		001-4000-461.23-15	KARATE INSTRUCTION SEPTEMBER 2024	665.00
193163	10/17/2024	HERNANDEZ, MANUEL & MARIA	000100647		001-0000-218.22-22	UB CR REFUND 000006246	198.23
193164	10/17/2024	HIX, ROBERT L & EWA	000096347		001-0000-218.22-22	UB CR REFUND 000017064	19.57
193165	10/17/2024	HOME DEPOT #8987	0013239	032957	704-3200-412.30-02	TOOLS/SUPPLIES	27.44
			0613209	033098	670-7000-473.45-16	HINGE	17.22
			1026232	032957	704-3200-412.30-02	PAINT/SUPPLIES	176.06
			5364636	032957	704-3200-412.30-02	OUTLET SURGE PROTECTOR	16.03
			611790	033098	670-7000-473.45-16	SHOVEL (5)	107.64
			6512211	033098	670-7000-473.45-16	LUMBER/CONSTRUCTION SCREW	88.01
			7514250	033098	670-7000-473.45-16	SCREWS/CONDUIT	82.86
			7521745	033098	675-7020-473.36-00	CORE ROOM SUPPLIES	32.72
			7614126	033098	670-7000-473.45-16	GRADE STAKES 3 (12 PK)	41.96
193166	10/17/2024	HUERTA JR., GILBERT	SEPTEMBER 2024		001-4000-461.23-15	KUNG-FU/TAI CHI SEPTEMBER 2024	437.50
193167	10/17/2024	HUERTA LOPEZ, TUNNIA A	SEPTEMBER 2024		001-4000-461.23-15	DANZA FOLKLOR MEXICANO SEPTEMBER 2024	490.00
193168	10/17/2024	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20241018		001-0000-204.80-10	PAYROLL SUMMARY	2,915.08
193169	10/17/2024	IGLESIAS &, ALEJANDRO	000088065		001-0000-218.22-22	UB CR REFUND 000004304	198.23
193170	10/17/2024	IMEG CONSULTANTS CORP	24000102.00-6	032682	810-9700-490.90-60	SOUND WALL DESIGN THRU 9/29/24	12,177.39
193171	10/17/2024	INDEPENDENT REVIEW INVESTIGATIONS	24-006.1	032853	001-2200-421.33-11	INVESTIGATION SVCS	2,625.00
193172	10/17/2024	INFOSEND, INC	272998	032788	761-3100-480.23-02	UB BILL SRVC 10/04/24	366.86
					761-3100-480.23-04	UB BILL SRVC 10/04/24	2,959.21
					761-3100-480.33-11	UB BILL SRVC 10/04/24	858.01
			273159	032788	761-3100-480.33-11	OCR SCANLINE TESTS	18.50
			273176	032788	761-3100-480.23-02	UB BILL SRVC 10/11/24	52.93
					761-3100-480.23-04	UB BILL SRVC 10/11/24	500.19
					761-3100-480.33-11	UB BILL SRVC 10/11/24	130.77
193173	10/17/2024	INTEGRITY ARBORIST & ECOSCAPE INC	07-31	032924	001-2740-442.23-39	WEED ABATEMENT APN 540-180-055	6,495.00
			08-12	032924	001-2740-442.23-39	WEED ABATEMENT APN 541-192-001	1,905.00
			08-15	032924	001-2740-442.23-39	WEED ABATEMENT APN 541-161-011	2,985.00
			08-16	032924	001-2740-442.23-39	WEED ABATEMENT APN 541-121-031	2,255.00
			08-17	032924	001-2740-442.23-39	WEED ABATEMENT APN 541-121-032	1,750.00
			08-18	032924	001-2740-442.23-39	WEED ABATEMENT APN 541-082-010	1,810.00
			08-20	032924	001-2740-442.23-39	WEED ABATEMENT APN 541-082-018	1,620.00
			08-22	032924	001-2740-442.23-39	WEED ABATEMENT APN 541-121-044	3,240.00
193174	10/17/2024	IPARAGUIRRE, JENNIE	000008275		001-0000-218.22-22	UB CR REFUND 000000890	155.54
193175	10/17/2024	JAFARPOUR &, AMIR	000097857		001-0000-218.22-22	UB CR REFUND 000050954	91.07
193176	10/17/2024	JAMES, ROBIN	000102977		001-0000-218.22-22	UB CR REFUND 000003238	100.00
193177	10/17/2024	JASSO, HERMELINDA V	000020685		001-0000-218.22-22	UB CR REFUND 000015156	12.00
193178	10/17/2024	JAUREGUI, ROBERTO	MEALS 10/22		001-2200-421.23-06	TACTICAL EMER CASUAL CARE MEALS 10/22 JAUREGUI	16.50
193179	10/17/2024	JEREMY D WEINSTEIN	CB.24-08	033281	670-7000-473.33-11	ELECTRIC UTILITY LEGAL AUG 2024	1,995.00
193180	10/17/2024	KRAUSE, MARIA	000073827		001-0000-218.22-22	UB CR REFUND 000005946	520.00
193181	10/17/2024	LAI, LORRAINE F	000018449		001-0000-218.22-22	UB CR REFUND 000023762	73.73
193182	10/17/2024	LANE, EDWARD	000098843		001-0000-218.22-22	UB CR REFUND 000003488	71.82

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193183	10/17/2024	LAW, WILLIAM J & DEPREA	000063421		001-0000-218.22-22	UB CR REFUND 000010662	72.00
193184	10/17/2024	LEIGHTRONIX INC	HSINV-1310	033286	001-2060-446.33-11	1 YR LIVE STREAMING/WEB	5,376.00
193185	10/17/2024	LEXISNEXIS RISK SOLUTIONS	1100034345	032332	001-2200-421.30-17	SOFTWARE/MONTHLY SEP 2024	112.55
193186	10/17/2024	LOPEZ, MARISOL	TRAVEL 9/23-25		001-1210-412.23-05	ICSC @ WESTERN TRAVEL 9/23-25 M LOPEZ	71.81
193187	10/17/2024	LORANCE-HICKS &, TONI	000064957		001-0000-218.22-22	UB CR REFUND 000016610	66.97
193188	10/17/2024	MARIPOSA LANDSCAPES, INC	109114	032925	001-2740-442.23-39	WEED ABATEMENT APN 419-140-059	5,227.20
			109115	032925	001-2740-442.23-39	WEED ABATEMENT APN 540-202-003	174.00
			109116	032925	001-2740-442.23-39	WEED ABATEMENT APN 540-202-002	174.00
			109117	032925	001-2740-442.23-39	WEED ABATEMENT APN 540-202-001	174.00
			109118	032925	001-2740-442.23-39	WEED ABATEMENT APN 534-152-025	490.00
			109119	032925	001-2740-442.23-39	WEED ABATEMENT APN 541-055-001	420.00
			109120	032925	001-2740-442.23-39	WEED ABATEMENT APN 540-191-008	560.00
			109121	032925	001-2740-442.23-39	WEED ABATEMENT APN 535-361-027	420.00
			109122	032925	001-2740-442.23-39	WEED ABATEMENT APN 532-120-011	980.00
			109123	032925	001-2740-442.23-39	WEED ABATEMENT APN 541-181-037	522.00
			109124	032925	001-2740-442.23-39	WEED ABATEMENT APN 538-082-013	1,044.00
			109366	032925	001-2740-442.23-39	WEED ABATEMENT APN 419-060-022	6,523.46
			109367	032925	001-2740-442.23-39	WEED ABATEMENT APN 535-241-023	8,418.77
			109773	030833	001-3600-461.30-16	IRRIGATION/SPRINKLERS AUG 2024	1,049.57
193189	10/17/2024	MARTIN &, DEBRA SUSAN	000069623		001-0000-218.22-22	UB CR REFUND 000054242	250.00
193190	10/17/2024	MCELRATH, DEBBIE	000063833		001-0000-218.22-22	UB CR REFUND 000014194	120.00
193191	10/17/2024	MESSERER, ELIZABETH & RAY	52763-50802 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	1,800.00
193192	10/17/2024	MIXON, FRANKLEN	MEALS 10/22		001-2200-421.23-06	SAFE/RCCAT CONF MEALS 10/22 MIXON	16.50
193193	10/17/2024	MORAN, TRAVISHONIQUIA	000089673		001-0000-218.22-22	UB CR REFUND 000009498	47.48
193194	10/17/2024	MORGAN, DEIDRA J	SEPTEMBER 2024		001-4000-461.23-15	TOT TIME INSTRUCTION SEPTEMBER 2024	31.50
193195	10/17/2024	MOTOROLA SOLUTIONS, INC.	1187130102	033037	001-2200-421.90-52	APX 8500 ALL BAND MOBILE	9,345.16
193196	10/17/2024	MY COI LLC	1412565433	032646	705-4500-412.33-11	2058 ANNUAL COMPLIANCE	800.00
			1412565768	032646	705-4500-412.33-11	2058 ANNUAL COMPLIANCE	800.00
193197	10/17/2024	NASH, ERIC	000059595		001-0000-218.22-22	UB CR REFUND 000011712	76.57
193198	10/17/2024	NEARMAP US INC	INV01499773	033210	705-4500-412.89-49	GIS ANNUAL SUBSCRIPTION	12,000.00
193199	10/17/2024	ONESOURCE DISTRIBUTORS	S007559827.001		670-0000-131.00-00	SHRINK TERMINATION PO NUM 033063	1,958.09
193200	10/17/2024	ORACLE AMERICA INC	101595739	032099	222-0001-410.90-49	TIME AND MATERIALS	12,806.43
193201	10/17/2024	P&P UNIFORMS	431230/4	033035	001-2210-421.36-04	UNIFORM-DISPATCH	274.73
			431305/4	033035	001-2210-421.36-04	UNIFORM-DISPATCH	19.38
193202	10/17/2024	PARKHOUSE TIRE, INC.	2010920609	032932	702-3800-480.30-05	TIRE/RECYCLING FEE #34	135.76
193203	10/17/2024	PARS	20241018		001-0000-204.25-00	PAYROLL SUMMARY	369.79
193204	10/17/2024	PASS EDA	2WS7-T56S-0MH		001-1200-412.23-05	REGIONAL CM PRESENTATION SAMPSON	25.00
			2WS7-XSDX-0J2		001-2800-441.23-05	REGIONAL CM PRESENTATION NEWELL	25.00
			2WSB-SGHB-V5G		001-1210-412.23-05	REGIONAL CM PRESENTATION M LOPEZ	25.00
					001-1220-412.23-05	REGIONAL CM PRESENTATION RILEY	25.00
					670-7000-473.23-05	REGIONAL CM PRESENTATION ROBINSON	25.00
			2WSC-X77N-5NP		001-1000-411.23-05	REGIONAL CM PRESENTATION WALLACE	25.00
193205	10/17/2024	PATTON, CAROLINE	EYEWEAR FY25		001-1400-412.25-10	EMPLOYEE EYEWEAR REIMB TEAMSTER MOU PATTON	164.63
193206	10/17/2024	PHEBUS &, DAVID	000094931		001-0000-218.22-22	UB CR REFUND 000009404	215.22
193207	10/17/2024	PINNACLE PETROMLEUM INC	0351227	033189	702-3800-480.36-11	87 REGULAR UNLEADED GAS	25,823.32
			0351228	033189	702-3800-480.36-11	DIESEL FUEL	1,888.71
193208	10/17/2024	PIONEER REALTY	000037103		001-0000-218.22-22	UB CR REFUND 000009628	197.52
193209	10/17/2024	POP, PETER & LINDA	000100555		001-0000-218.22-22	UB CR REFUND 000051502	173.24
193210	10/17/2024	POULLARD-MILES, HALEII	000099599		001-0000-218.22-22	UB CR REFUND 000006074	198.23
193211	10/17/2024	POULTER, HANNAH	MEALS 10/22		001-2200-421.23-06	SAFE/RCCAT CONF MEALS 10/22 POULTER	16.50
193212	10/17/2024	PRESCOTT, KEVIN	MEALS 10/28		001-2200-421.23-06	USE OF FORCE PSP MEALS 10/28 PRESCOTT	16.50
193213	10/17/2024	PRESS-ENTERPRISE, THE	0011695087	033228	100-4900-431.23-01	RFP 24-084 NPDES	131.48
			0011695103	033228	660-6300-471.23-01	RFP 24-083	136.77
			0011695127	033228	001-3000-442.23-01	RFP 24-085 HARGRAVE	262.95

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193213	10/17/2024	PRESS-ENTERPRISE, THE	0011695159	033228	100-4900-431.23-01	RFP 24-081	136.77
193214	10/17/2024	PULVER, JODEANE V	SEPTEMBER 2024		001-4000-461.23-15	YOGA INSTRUCTION SEPTEMBER 2024	255.50
193215	10/17/2024	RAILROAD MANAGEMENT CO, LLC	264238		660-6300-471.41-04	8" WELDED PIPE & WA BOX ORG INV DATE: 07/23/2010	860.96
			276806		660-6300-471.41-04	8" WELDED PIPE & WA BOX ORG INV DATE: 07/28/2011	886.79
			288047		660-6300-471.41-04	8" WELDED PIPE & WA BOX ORG INV DATE: 07/30/2012	913.39
			299610		660-6300-471.41-04	8" WELDED PIPE & WA BOX ORG INV DATE: 07/30/2013	940.79
193216	10/17/2024	RIV. CO. DEPT OF ENVIRONMENTAL	IN1019436		100-4900-431.23-24	VECTOR CONTROL APRIL-JUNE 2024	1,922.23
193217	10/17/2024	ROCKWELL, AMBER	MEALS 10/9-10		670-7000-473.23-05	SCPPA ANNUAL CONF MEALS 10/9-10 ROCKWELL	71.25
193218	10/17/2024	SCHOTT, THOMAS H	000068703		001-0000-218.22-22	UB CR REFUND 000021978	47.17
193219	10/17/2024	SOFTWARE ONE, INC	US-PSI-1507380	032564	703-3700-480.30-17	AZURE SIMPLE SOFTWARE SEP 2024	2,050.23
			US-PSI-1507668	032564	703-3700-480.30-17	BACKUP SIMPLE STANDARD SEP 2024	1,630.00
193220	10/17/2024	SOUTHERN CALIFORNIA EDISON	181920312OCT24		660-6300-471.26-04	WELL 11 09/12/24-10/10/24	205.18
			181920312SEP24		660-6300-471.26-04	WELL 11 8/13/24-9/11/24	284.31
			181978512OCT24		001-1900-412.23-42	LATE FEE 09/12/24-10/10/24	21.92
					660-6300-471.26-04	WELL 9 09/12/24-10/10/24	3,158.53
			183084312OCT24		001-1900-412.23-42	LATE FEE 09/12/24-10/10/24	2.37
					660-6300-471.26-04	WELL 12 09/12/24-10/10/24	318.89
			360580366OCT24		001-1900-412.23-42	LATE FEE 09/12/24-10/10/24	0.54
					660-6300-471.26-04	DEL RITA BOOSTER STATION 09/12/24-10/10/24	5.49
			360828122SEP24		670-7000-473.26-04	SRVC HIGHLAND HOME RD/WES 09/01/2024-09/30/2024	92.33
193221	10/17/2024	SOUTHERN CALIFORNIA GAS CO	09242310481SE24		702-3800-480.36-61	NATURAL GAS VEHICLE FUEL 9/1/24-10/1/24	8,135.05
193222	10/17/2024	SOUTHERN CALIFORNIA WEST COAST ELEC	48773	033049	810-9700-490.90-59	LIGHT INSTALLATION-OPV	1,558.14
193223	10/17/2024	SPRAGLIN, MICHAEL	000075419		001-0000-218.22-22	UB CR REFUND 000011514	50.00
193224	10/17/2024	STAGECOACH DAYS ASSOCIATION	78299975		001-0000-218.22-20	REFUND OF PARKS RENTALS REGISTRATION #78104039	555.00
			78332935		001-0000-218.22-20	REFUND OF PARKS RENTALS REGISTRATION #78104039	15.00
193225	10/17/2024	STAPLES BUSINESS ADVANTAGE	6002340606	033118	001-2200-421.36-00	SUPPLIES	282.78
			6011466915	033137	001-4000-461.36-09	HP PRINTER INK	201.26
			6012058668	033118	001-2200-421.36-00	SUPPLIES	141.63
			6012113070	033137	001-4000-461.36-00	LINERS	169.08
			6012113071	033137	001-4000-461.36-00	HP 72 INKJET CART GRAY	100.63
			6012556281	033267	670-7000-473.36-00	OFFICE SUPPLIES	71.20
193226	10/17/2024	STATE OF CALIFORNIA DOJ	758304	033226	001-2200-421.33-31	CHP BLOOD ANALYSIS JUL 2024	210.00
			760178	033226	001-2200-421.33-94	LIVE SCANS AUG 2024	1,470.00
			765368	033226	001-2200-421.33-31	CHP BLOOD ANALYSIS AUG 2024	35.00
			765423	033226	001-2200-421.33-31	CHP BLOOD ANALYSIS MAY 2024	105.00
193227	10/17/2024	STATEWIDE EMERGENCY SERVICES	000112371		001-0000-218.22-22	UB CR REFUND-FINALS 000056874	546.83
193228	10/17/2024	STOCKTON CONSULTING	10032024	032888	660-6300-471.90-78	WHITEWATER FLUME SEP 2024	861.75
193229	10/17/2024	SYNAGRO-WWT, INC	44369	030828	680-0000-232.00-00	FINAL RETENTION ORG INV DATE: 12/31/23	8,810.76
					683-0000-232.00-00	FINAL RETENTION ORG INV DATE: 12/31/23	6,470.60
193230	10/17/2024	TASC	IN3193657		001-1300-412.33-11	FSA ADMIN FEES 10/1/2024 - 12/31/2024	1,209.18
193231	10/17/2024	TEC EQUIPMENT, INC	1787255F	032941	702-3800-480.38-52	AIR SPRING #243	363.91
193232	10/17/2024	TERMINIX COMMERCIAL	447386467	032489	670-7000-473.45-05	1475 N HARGRAVE 5/30/24	60.00
			448510867	032489	670-7000-473.45-05	176 E LINCOLN-SUB STATION 6/27/2024	60.00
193233	10/17/2024	TURBO DATA SYSTEMS INC	43956	032753	001-2200-421.23-45	CITATION PROCESSING SVC SEP 2024	151.44
193234	10/17/2024	URENA, ANDREW	000110335		001-0000-218.22-22	UB CR REFUND 000004582	57.07
193235	10/17/2024	VALENCIA, CARMEN	000066105		001-0000-218.22-22	UB CR REFUND 000006786	30.00
193236	10/17/2024	VESTIS SERVICES LLC	5880742938	033216	761-3110-480.25-02	UNIFORM-FSR	100.75
193237	10/17/2024	VISION SECURITY SYSTEMS	21144	032697	704-3200-412.23-19	ALARM MONITORING SERVICES NOV/DEC24-JAN25	2,355.00
193238	10/17/2024	WELLS FARGO	000008063		001-0000-218.22-22	UB CR REFUND 000022214	22.72
193239	10/17/2024	YOUNG, CARLA	MEALS 10/9-10		670-7000-473.23-05	SCPPA ANNUAL CONF MEALS 10/9-10 YOUNG	71.25
193240	10/24/2024	ACOM SOLUTIONS, INC	0213552-IN	033295	705-4500-412.33-11	SOFTWARE ANNUAL RENEWAL 9/1/24-8/31/25	5,371.00
193241	10/24/2024	AED ENERGY SERVICES LLC	44000948	032755	702-3800-480.33-11	SUPPORT FOR CNG STATION 8/24/24-9/27/24	18,280.00
193242	10/24/2024	AMAZON BUSINESS	16NR-1VN4-VKQY	033108	001-4050-461.36-65	HALLOWEEN DECORATIONS	96.37
			1FYF-YMT1-FPPK	033215	001-2200-421.36-00	SUPPLIES-PD	344.79

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193242	10/24/2024	AMAZON BUSINESS	1GF6-KVT9-76KN	033121	001-4000-461.36-09	LEGOS	542.47
			1JHY-KXGD-GW9Q	032929	702-3800-480.38-52	TOGGLE SWITCH	13.87
			1K64-LFRM-XRW7	033121	001-5400-446.41-86	HALLOWEEN SUPPLIES	119.72
			1L6R-CM9R-19KY	032947	100-4900-431.36-00	SPEAKER/REACHING TOOL	157.84
			1NVR-XHND-FNKQ	033045	705-4500-412.36-00	OFFICE SUPPLIES	109.52
			1NWQ-P3W1-FMFR	033108	201-4050-446.36-00	HALLOWEEN SUPPLIES	27.98
			1P7Q-GQKP-493P	033002	761-3100-480.36-00	OFFICE SUPPLIES-RETURNED	(74.52)
			1QKQ-9NFY-P1Q3	033121	001-5400-446.41-86	FALL DECOR	62.44
			1R6Q-J6YP-HPJ9	033121	001-4000-461.36-09	PARTY SUPPLIES	113.23
			1RD6-331L-NVT6	033023	001-2800-441.36-00	ARM CHAIR	150.83
			1RDY-XN3W-HDPR	033108	201-4050-446.36-00	HALLOWEEN SUPPLIES	303.53
			1TV9-7DVR-4DYT	032945	001-1200-412.36-00	DRY ERASE WALL PLANNER	24.89
			1WQ4-Q3DX-433D	033045	705-4500-412.36-00	OFFICE SUPPLIES	67.29
			1YFH-LTTN-4199	033121	001-4000-461.36-09	SPRAY PAINT	43.88
193243	10/24/2024	AT&T CALNET 2	000022387140		001-2200-421.26-05	MONTHLY SVC 9/1/24-9/30/24	453.66
			000022388243		001-2200-421.26-05	MONTHLY SVC 9/1/24-9/30/24	214.66
193244	10/24/2024	AT&T MOBILITY LLC	287332160118102		001-2200-421.26-05	MONTHLY SVC 9/12/24-10/11/24	1,207.20
			992351038101924		001-2200-421.26-05	MONTHLY SVC 9/12/24-10/11/24	2,057.14
193245	10/24/2024	ATWORK PERSONNEL SERVICES	293571	033263	761-3100-480.33-11	SANCHEZ/PAREDES PPE10/24	1,497.41
			294402	033074	001-3000-442.23-27	SANTELLO PPE 10/13/2024	300.38
					660-6300-471.23-27	SANTELLO PPE 10/13/2024	450.58
					680-8000-454.23-27	SANTELLO PPE 10/13/2024	450.58
					702-3800-480.23-27	SANTELLO PPE 10/13/2024	300.38
			294403	033263	761-3100-480.33-11	SANCHEZ PPE 10/13/2024	1,313.24
			294404	033146	001-2200-421.23-27	M BOND PPE 10/13/24	142.56
193246	10/24/2024	BABCOCK LABORATORIES, INC	CI40485-0030	032373	680-8000-454.23-32	TDS ANALYSIS	39.34
			CI41588-0030	032373	660-6300-471.23-32	COLIFORMS	261.91
			CI41590-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	57.96
			CI41606-0030	032373	680-8000-454.23-32	TDS ANALYSIS	39.34
			CI41617-0030	032373	660-6300-471.23-32	COLIFORMS	166.67
			CI41768-0030	032373	660-6300-471.23-32	WATER ANALYSIS	5,728.65
			CJ40227-0030	032373	660-6300-471.23-32	COLIFORMS	261.91
			CJ40228-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94
			CJ40230-0030	032373	680-8000-454.23-32	TDS ANALYSIS	39.34
193247	10/24/2024	BANNING LEASED HOUSING ASSOC I	000078643		001-0000-218.22-22	UB CR REFUND 000008442	53.85
						UB CR REFUND 000008566	73.34
193248	10/24/2024	BARBARA SINATRA CHILDREN'S CENTER	SEPTEMBER 2024		001-2200-421.33-31	MEDICAL EXAMINATION #24-1079	231.00
193249	10/24/2024	BEAUMONT DO IT BEST HOME CENTER	541036	032952	100-4900-431.23-18	CREDIT RETURN-PAINT	(0.22)
			543574	032918	810-9700-490.90-59	CREDIT RETURN-KEY	(3.86)
			548989	032952	704-3200-412.30-02	CAULKING	7.10
			549058	032952	704-3200-412.30-02	TOOLS/SUPPLIES	36.27
193250	10/24/2024	BENAVIDES, SUSIE	MEALS 10/27-30		001-1300-412.23-05	2024 CALPERS EDU FORUM MEALS 10/27-30 BENAVIDES	116.50
193251	10/24/2024	BOESS, RICHARD	110257-4814 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	1,800.00
193252	10/24/2024	CALIFORNIA PARK & REC SOCIETY	001752		001-4000-461.23-03	CPRS REGISTRATION COMMUNITY CENTER	550.00
						FOSTER REGISTRATION	150.00
						WRIGHT REGISTRATION	5.00
					001-4050-461.23-03	SANDOVAL REGISTRATION	150.00
193253	10/24/2024	CDW GOVERNMENT, LLC	AA9EG5A	033116	001-2200-421.36-00	LABEL PRINTER-MUNOZ	94.67
193254	10/24/2024	CELL BUSINESS EQUIPMENT (CBE)	IN2782871	033052	001-2200-421.32-06	COPY COUNT-RECORDS	78.87
193255	10/24/2024	CICCS	2024-8		001-0000-204.62-00	PET INSURANCE JUL 2024	61.48
193256	10/24/2024	CYBERTIME NETWORK COMMUNICATIONS	1521-241001	032557	660-6300-471.26-07	CITYWIDE LOOPED MICROWAVE	1,900.00
			1522-241002	032558	703-3700-480.30-19	INTERNET CIRCUIT CITY HALL	699.00
193257	10/24/2024	D&M JOB INC.	16342	033021	001-2700-442.23-02	2-PART FIRE FORMS	91.59
193258	10/24/2024	DALLIN, LLC	000081895		001-0000-218.22-22	UB CR REFUND 000002506	77.19

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193259	10/24/2024	ELITE FIRE PROTECTION, INC	58773	032970	704-3200-412.30-02	ABC DRY CHEMICAL	2,020.65
			58777	032970	704-3200-412.30-02	ABC DRY CHEMICAL	893.73
193260	10/24/2024	FAST LUBE & TUNE	117702	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
			117924	033199	702-3800-480.30-05	SMOG INSPECTION	49.99
193261	10/24/2024	FLAGSTAR PUBLIC FUNDING CORP	500374001-92824		680-8000-454.32-06	VACTOR VACUUM TRUCK-LEASE	95,274.81
193262	10/24/2024	FRONTIER COMMUNICATIONS	9518496778OCT24		001-2200-421.26-05	951-849-6778 10/1/24-10/30/24	76.62
193263	10/24/2024	GASSMAN, VICTOR	88093-22360 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	1,200.00
193264	10/24/2024	GORBETT, LINDA	47829-49454 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	1,600.00
193265	10/24/2024	GREEN DREAM INTERNATIONAL LLC	GDIAH-032412-11	033080	660-6300-471.45-17	CLASS II BASE AND SAND	365.21
			GDIAH-032412-12	033080	660-6300-471.45-17	CLASS II BASE AND SAND	346.50
			GDIAH-032412-13	033080	660-6300-471.45-17	CLASS II BASE AND SAND	699.36
			GDIAH-032412-14	033080	660-6300-471.45-17	CLASS II BASE AND SAND	331.50
193266	10/24/2024	H & L CHARTER CO, INC	30328	033221	001-4000-461.42-31	MUSEUM OF THE DESERT	1,346.75
193267	10/24/2024	HERC RENTALS INC.	34997052-001	032955	704-3200-412.30-02	SCISSOR LIFT	452.44
193268	10/24/2024	HOME DEPOT #8987	6525367	033026	761-3110-480.36-00	SUPER GLUE	8.06
			971119	033027	660-6300-471.45-16	TRENCHING SHOVEL (2)	86.16
			971121		660-0000-131.00-00	CONCRETE MIX PO NUM 032999	243.17
193269	10/24/2024	HYDROTEX PARTNERS, LTD	536463	032989	660-6300-471.36-08	ULTRA-KLEEN FG DRIP OIL	1,451.07
193270	10/24/2024	INFOSEND, INC	269284	032788	761-3100-480.23-02	UB BILL SRVC 08/16/24	150.21
					761-3100-480.23-04	UB BILL SRVC 08/16/24	1,205.11
					761-3100-480.33-11	UB BILL SRVC 08/16/24	275.88
			273444	032788	761-3100-480.23-02	UB BILL SRVC 10/18/24	127.54
					761-3100-480.23-04	UB BILL SRVC 10/18/24	1,059.38
					761-3100-480.33-11	UB BILL SRVC 10/18/24	237.28
193271	10/24/2024	INNOVATIVE FEDERAL STRATEGIES	COB072024	032524	705-4500-412.33-11	FEDERAL LOBBYING SERVICES JUL 2024	4,750.00
			COB082024	032524	705-4500-412.33-11	FEDERAL LOBBYING SERVICES AUG 2024	4,750.00
			COB092024	032524	705-4500-412.33-11	FEDERAL LOBBYING SERVICES SEP 2024	4,750.00
193272	10/24/2024	JEWS, NICOLE	MEALS 10/27-30		001-1300-412.23-05	2024 CALPERS EDU FORUM MEALS 10/27-30 JEWS	116.50
193273	10/24/2024	JNE POLYGRAPH LLC	1903		001-1300-412.33-11	PRE-EMPLYMT POLYGRAPH (2) JUL 2024	850.00
			1924		001-1300-412.33-11	PRE-EMPLOY POLYGRAPH (4) AUG 2024	1,700.00
193274	10/24/2024	KAYAVONG &, RATSALINH	000096203		001-0000-218.22-22	UB CR REFUND 000001036	6.27
193275	10/24/2024	KEN GRODY FORD REDLANDS	287325	033188	702-3800-480.38-52	PARTS/LABOR #29	780.88
193276	10/24/2024	MILSOFT UTILITY SOLUTIONS, INC	20236435	033231	761-3100-480.30-17	IXP NEW CUSTOM DVLPMNT	4,500.00
193277	10/24/2024	MITSUBISHI ELECTRIC & ELECTRONICS	504347	032960	704-3200-412.30-02	REGULAR SERVICE OCT 2024	353.87
193278	10/24/2024	MODEL 1 COMMERCIAL VEHICLES	XA113012502:01	033204	702-3800-480.38-52	AIR BAG/FREIGHT #243	1,493.51
			XA116001693:01	033204	702-3800-480.38-52	AIR BAG/FREIGHT #245	2,150.05
193279	10/24/2024	NADING, JOHN	48915-49634 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	3,000.00
193280	10/24/2024	NOR-CAL PUMP & WELL DRILLING INC	235018-3	032617	660-0000-232.00-00	WELL M12A DESIGN	(19,252.18)
					660-6300-471.95-08	WELL M12A DESIGN	385,043.60
193281	10/24/2024	NUNEZ, FIDEL	88219-19854 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	2,400.00
193282	10/24/2024	PACKHAM & TOOMEY, INC	2024281	033266	702-3800-480.30-05	MONTHLY DESIGNATED INSPECTION	135.00
			2024364	033266	702-3800-480.30-05	MONTHLY DESIGNATED INSPECTION	135.00
			2024447	033266	702-3800-480.41-04	UST TRI ANNUAL TESTS	700.00
193283	10/24/2024	PARKHOUSE TIRE, INC.	2010920953	032932	702-3800-480.38-52	TIRES/RECYCLING FEES #71	1,021.15
			2010921801	032932	702-3800-480.38-52	TIRE/RECYCLING FEE #833	1,225.40
			2010921872	032932	702-3800-480.38-52	TIRE/LABOR #809	1,534.91
			2010922106	032932	702-3800-480.38-52	TIRE/RECYCLING FEE #817	1,203.03
			2010922191	032932	702-3800-480.38-52	TIRE/RECYCLING FEE #37	135.76
193284	10/24/2024	PARTS AUTHORITY	062-679828	032939	702-3800-480.38-52	WINDOW REG ASSEMBLY #20	50.92
			062-697549	032939	702-3800-480.38-52	OIL FILTER #202	21.25
			062-700216	032939	702-3800-480.38-52	12 VOLT PASS #47	144.24
			062-702902	032939	702-3800-480.38-52	PAD/ROTOR #54	268.80
			062-713655	032939	702-3800-480.38-52	TYPE 3 SWITCH #73	106.63
			064-868398	032939	702-3800-480.38-52	STT LAMP #809	31.01

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193284	10/24/2024	PARTS AUTHORITY	091-060864	032939	702-3800-480.38-52	MOTORAD FUEL CAP	(9.20)
			091-060882	032939	702-3800-480.38-52	12V PASS CREDIT	(23.71)
			091-060894	032939	702-3800-480.38-52	12V PASS CREDIT	(47.42)
			091-060900	032939	702-3800-480.38-52	12V AGM CREDIT	(230.97)
			091-338975	032939	702-3800-480.38-52	WINDOW REG ASSEMBLY #09	53.22
			091-339205	032939	702-3800-480.38-52	DOOR LOCK ROD #809	3.05
			091-339284	032939	702-3800-480.38-52	CABIN AIR #315	13.26
			091-339621	032939	702-3800-480.38-52	OIL FILTER #202	10.62
			091-339687	032939	702-3800-480.38-52	OIL FILTER #97	15.94
			091-339911	032939	702-3800-480.38-52	CABIN AIR #74	7.96
			091-339964	032939	702-3800-480.38-52	12 VOLT PASS #73	151.99
			091-340119	032939	702-3800-480.38-52	12 VOLT PASS #908	151.99
193285	10/24/2024	PAYPRO ADMINISTRATORS	043651		001-1300-412.33-11	COBRA ADMIN SERVICES SEPTEMBER 2024	115.00
193286	10/24/2024	PEPPERTREE APARTMENTS	000064667		001-0000-218.22-22	UB CR REFUND 000052872	18.00
193287	10/24/2024	PIONEER AMERICAS LLC	900467374	033205	660-6300-471.36-08	12.5% BLEACH SODIUM HYPO	6,783.92
193288	10/24/2024	POULTER, HANNAH	TUITION SEPT24		001-2200-421.25-09	TUITION REIMBURSEMENT BPOA MOU POULTER	459.00
193289	10/24/2024	RAM DEVELOPMENT LLC	000100693		001-0000-218.22-22	UB CR REFUND 000007842	93.64
193290	10/24/2024	RIVERSIDE COUNTY SHERIFF-PSEC	PE0000002096		001-2200-421.26-07	CNTY RIV PUBLIC SAFETY EC SEP 2024	5,768.44
193291	10/24/2024	SCPPA	1024	032668	670-7010-473.27-50	BUREAU OF RECLAMATION LCR-MSCP	347.54
193292	10/24/2024	SITEONE LANDSCAPE SUPPLY	147148036-001	033227	111-4900-432.23-29	BACKFLOW ENCLOSURE	614.74
			147148193-001	033227	111-4900-432.23-29	BACKFLOW ENCLOSURE	609.09
193293	10/24/2024	SOUTH COAST AIR QUALITY	4377559B		001-1900-412.23-42	REINSTATEMENT FEE	590.36
			4377561B		001-1900-412.23-42	REINSTATEMENT FEE	270.52
			4378587B		001-1900-412.23-42	10% LATE FEE	16.60
			4378591B		001-1900-412.23-42	10% LATE FEE	16.60
			4400961B		001-1900-412.23-42	5% LATE FEE	8.30
193294	10/24/2024	SOUTHERN CALIFORNIA WEST COAST ELEC	48771	033057	704-3200-412.30-01	GENERATOR TROUBLESHOOT	1,043.14
193295	10/24/2024	STATE OF CALIFORNIA DOJ	740923		001-1300-412.35-99	FINGERPRINTS MAY 2024	571.00
			761428		001-1300-412.35-99	FINGERPRINTS AUG 2024	326.00
			767364	033226	001-2200-421.33-94	LIVE SCANS SEP 2024	1,152.00
			772387	033226	001-2200-421.33-31	CHP/PD BLOOD ANA SEP 2024	245.00
			772441	033226	001-2200-421.33-31	CHP BLOOD ANALYSIS MAR-APR 2024	245.00
193296	10/24/2024	SYNAGRO-WWT, INC	46082-B	033260	680-8000-454.23-36	BIOLSOLIDS TO AZ SOILS ORIG 3/1/24	4,442.84
193297	10/24/2024	TAYLOR, ROBERT M	000054535		001-0000-218.22-22	UB CR REFUND 000003284	6.83
193298	10/24/2024	TELEPACIFIC COMMUNICATIONS	182319140-0		705-4500-412.26-05	CENTRAL SVCS PHONE SVC OCT 2024	1,561.74
193299	10/24/2024	THE HOUSE OF PORTRAITS INC	54888	033280	001-4000-461.36-09	SPORTS REG ORDER FALL 2024	880.78
193300	10/24/2024	THOMPSON COBURN, LLP	3672594	032837	670-7010-473.33-02	LEGAL SVC TC FILE 48126/68898	68.33
193301	10/24/2024	USABLUEBOOK	INV00375762	032100	660-6300-471.45-16	LMI SOLUTION TANK 35/50	113.14
			INV00390666	032100	660-6300-471.45-16	LMI SOLUTION TANK 50GAL	58.19
			INV00390780	032100	660-6300-471.45-16	LMI SOLUTION TANK 50GAL	116.37
			INV00412027	032100	660-6300-471.45-16	LMI SOLUTION TANK 50GAL	116.37
193302	10/24/2024	VERIZON WIRELESS SERVICES, LLC	9975295889		001-1000-411.26-05	CITY COUNCIL CELL PHONE 9/2/24-10/1/24	190.14
					001-1200-412.26-05	CITY MANAGER CELL PHONE 9/2/24-10/1/24	126.15
						OPPORTUNITY VILLAGE 9/2/24-10/1/24	232.87
					001-1210-412.26-05	ECONOMIC DEV CELL PHONE 9/2/24-10/1/24	46.00
					001-1220-412.26-05	PUBLIC INFORM CELL PHONE 9/2/24-10/1/24	41.57
					001-1230-412.26-05	GRANTS CELL PHONE 9/2/24-10/1/24	36.49
					001-1300-412.26-05	HR CELL PHONE 9/2/24-10/1/24	88.14
					001-1400-412.26-05	CITY CLERK CELL PHONE 9/2/24-10/1/24	38.75
					001-1900-412.26-05	FINANCE CELL PHONE 9/2/24-10/1/24	227.85
					001-1910-412.26-05	PURCHASING CELL PHONE 9/2/24-10/1/24	46.57
					001-2060-446.26-05	GOV ACCESS CELL PHONE 9/2/24-10/1/24	26.31
					001-2200-421.26-05	POLICE CELL PHONE 9/2/24-10/1/24	2,047.41
					001-2200-421.89-48	NEW PHONE/LINE POLICE DEPT	89.22

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
193302	10/24/2024	VERIZON WIRELESS SERVICES, LLC	9975295889		001-2210-421.26-05	DISPATCH CELL PHONE 9/2/24-10/1/24	68.55
					001-2300-424.26-08	ANIMAL CONTROL CELL PHONE 9/2/24-10/1/24	46.57
					001-2740-442.26-05	CODE ENFORCE CELL PHONE 9/2/24-10/1/24	(8.03)
					001-2800-441.26-05	PLANNING CELL PHONE 9/2/24-10/1/24	358.58
					001-3000-442.26-05	ENGINEERING CELL PHONE 9/2/24-10/1/24	251.32
					001-3200-412.26-05	BUILDING MAINT CELL PHONE 9/2/24-10/1/24	83.14
					001-3600-461.26-05	PARKS CELL PHONE 9/2/24-10/1/24	117.39
					001-4000-461.26-05	RECREATION CELL PHONE 9/2/24-10/1/24	270.88
					001-4000-461.36-09	OEP GRANT CELL PHONE 9/2/24-10/1/24	41.57
					001-4050-461.26-05	SENIOR CENTER CELL PHONE 9/2/24-10/1/24	41.57
					100-4900-431.26-05	STREETS CELL PHONE 9/2/24-10/1/24	301.50
					610-5800-434.26-05	TRANSIT CELL PHONE 9/2/24-10/1/24	952.70
					610-5850-434.26-05	DIAL-A-RIDE CELL PHONE 9/2/24-10/1/24	193.68
					660-6300-471.26-05	WATER CELL PHONE 9/2/24-10/1/24	916.27
					670-7000-473.26-05	ELECTRIC CELL PHONE 9/2/24-10/1/24	1,949.51
					680-8000-454.26-05	WASTEWATER CELL PHONE 9/2/24-10/1/24	151.98
					702-3800-480.26-05	FLEET CELL PHONE 9/2/24-10/1/24	77.43
					703-3700-480.26-05	INFO SERVICES CELL PHONE 9/2/24-10/1/24	186.28
					761-3100-480.26-05	UTILITY BILLING CELL PHON 9/2/24-10/1/24	82.88
					761-3110-480.26-05	METER SERVICES CELL PHONE 9/2/24-10/1/24	193.99
193303	10/24/2024	VESTIS SERVICES LLC	5880748763	033216	761-3110-480.25-02	UNIFORM-FSR	100.75
193304	10/24/2024	VIGILANT LLC	22679	032607	703-3700-480.33-11	MNDR: CITY HALL & PD	5,364.34
193305	10/24/2024	VIRTUAL PROJECT MANAGER, LLC	12-4191	032629	660-6300-471.30-17	WEB BASED PRJCT MGMT SYST SEP 2024	249.90
					670-7000-473.30-17	WEB BASED PRJCT MGMT SYST SEP 2024	500.10
					680-8000-454.30-17	WEB BASED PRJCT MGMT SYST SEP 2024	250.00
			12-4228	032629	660-6300-471.30-17	WEB BASED PRJCT MGMT SYST OCT 2024	249.90
					670-7000-473.30-17	WEB BASED PRJCT MGMT SYST OCT 2024	500.10
					680-8000-454.30-17	WEB BASED PRJCT MGMT SYST OCT 2024	250.00
193306	10/24/2024	WALLACE, COLLEEN	MILEAGE OCT24		001-1000-411.23-05	LEAGUE OF CA CITIES MILEAGE 10/16-18	116.83
193307	10/24/2024	WESTERN WATER WORKS SUPPLY CO	1151270-00		660-0000-131.00-00	INVENTORY PO NUM 033013	4,878.06
			1409837-00		660-0000-131.00-00	INVENTORY PO NUM 033013	2,298.31
193308	10/24/2024	WHITE CAP LP	50027043877	032858	660-6300-471.45-16	MULTIQUIP RAMMER	3,156.17
			50027043890	032850	660-6300-471.45-16	WALK BEHIND SAW	2,718.41
193309	10/24/2024	YUNEX, LLC	5610003360	032407	100-4900-431.30-09	TRAFFIC SIGNAL CALL OUTS	1,519.54
			90003032	032407	100-4900-431.30-09	TRAFFIC SIGNAL MAINT	648.00
193310	10/24/2024	ZOLLAR, WILLIAM	110591-23356 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	2,000.00
193311	10/31/2024	AED ENERGY SERVICES LLC	44000876	032755	702-3800-480.33-11	SUPPORT FOR CNG STATION 7/27/24-8/23/24	2,115.00
193312	10/31/2024	AKHTAR, MUHAMMAD S	000060013		001-0000-218.22-22	UB CR REFUND 000007988	88.46
193313	10/31/2024	ALBERT A. WEBB ASSOCIATES	ARIV0005533	033234	661-6300-471.33-11	BANNING NP-2 THRU 9/28/24	5,791.76
			ARIV0005586	032633	681-8000-454.95-12	EQUALIZATION BASIN 8/25/24-9/28/24	825.13
			ARIV0005750	030269	101-4900-431.93-16	SUN LAKES BLVD EXT DESIGN 8/25/24-9/28/24	27,408.54
193314	10/31/2024	ALL STAR ELITE SPORTS	4514	033099	001-4000-461.36-09	SMART START (30)	270.42
			4573	033100	001-4000-461.25-02	MESH POLOS (6)	142.51
			4579	033099	001-4000-461.36-09	COTTON TEES (4)	53.93
193315	10/31/2024	ALLIED PACIFIC PROP MGMT	000086031		001-0000-218.22-22	UB CR REFUND-FINALS 000013950	69.93
193316	10/31/2024	AMAZON BUSINESS	13PK-XLKD-X1LF	033002	761-3100-480.36-00	OFFICE SUPPLIES	154.04
			14MW-7RTR-1DGF	032945	001-1000-411.36-07	HOLIDAY PARTY SUPPLIES	38.46
					001-1400-412.36-00	HOLIDAY PARTY SUPPLIES	57.69
			19TH-H6XT-L3H6	033044	670-7000-473.45-16	WOOD-MIZER 48" STEEL LOG	256.44
			1GY3-HMN9-1GFP	032945	001-1400-412.36-00	HOLIDAY PARTY SUPPLIES	70.85
			1H9T-GHC1-T4VD	033045	660-6300-471.36-00	TASK CHAIR (11 - 2PK)	3,472.81
			1HJ9-9X6T-6VFF	033043	675-7020-473.41-46	HALLOWEEN DECORATIONS	207.09
			1KWX-MV9K-CXP3	032381	001-2800-441.36-00	KEYBOARD CASE	70.03
			1L91-MM9Q-1NLG	033043	675-7020-473.41-46	MASTER CANOPY/DECORATIONS	495.57

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193316	10/31/2024	AMAZON BUSINESS	1L91-MM9Q-36CH	033043	675-7020-473.41-46	HALLOWEEN DECORATIONS	25.85
			1LLR-THPX-MQ9X	033044	670-7000-473.45-05	10GBASE-LR SFP+ TRANSCEIV	122.61
			1MN6-3DJR-DNML	033045	660-6300-471.36-00	TASK CHAIR-RETURNED	(3,472.81)
			1MP7-HNWG-R6C4	033044	670-7000-473.36-00	WIRELESS KEYBOARD	60.62
			1N7L-TTJV-RDDX	033044	670-7000-473.45-05	FIBER PATCH CABLE	10.24
			1PTD-Q9D3-9C3G	033043	675-7020-473.36-00	CORDS/HOOKS	141.89
			1W1G-4KMT-3QTP	033045	001-1900-412.36-00	OFFICE SUPPLIES	46.67
					001-1910-412.36-00	OFFICE SUPPLIES	26.93
			1W1G-4KMT-Q4WR	033045	001-1910-412.36-00	DESK ORGANIZER/BATTERIES	48.00
			1W1J-1M33-3LCV	032945	001-1400-412.36-00	HOLIDAY PARTY SUPPLIES	72.14
			1WGD-FD3C-LG9W	033046	001-3000-442.36-00	TOOLS/SUPPLIES	222.44
			1WGF-VYRP-4G1N	033044	670-7000-473.36-00	PENS	22.90
193317	10/31/2024	AMS PAVING INC	000112567		001-0000-218.22-22	UB CR REFUND-FINALS 000061460	709.74
193318	10/31/2024	ATWORK PERSONNEL SERVICES	295316	033074	001-3000-442.23-27	SANTELLO PPE 10/20/2024	292.88
					660-6300-471.23-27	SANTELLO PPE 10/20/2024	439.31
					680-8000-454.23-27	SANTELLO PPE 10/20/2024	439.31
					702-3800-480.23-27	SANTELLO PPE 10/20/2024	292.87
			295317	033263	761-3100-480.33-11	SANCHEZ/BURGER 10/20/24	2,711.55
193319	10/31/2024	AURIGA CORPORATION	8335	031498	673-7000-473.96-47	TASK 2- ELECTRICAL DESIGN	2,200.00
193320	10/31/2024	BABCOCK LABORATORIES, INC	CJ40452-0030	032373	660-6300-471.23-32	WATER ANALYSIS	2,566.80
			CJ40453-0030	032373	660-6300-471.23-32	WATER ANALYSIS	2,566.80
			CJ40490-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94
			CJ40497-0030	032373	680-8000-454.23-32	TDS ANALYSIS	39.34
193321	10/31/2024	BEAUMONT DO IT BEST HOME CENTER	548312	033114	001-3600-461.30-01	ADHESIVE FASTENER	23.24
			548358	033114	001-3600-461.30-01	CLEANING SUPPLIES	63.40
			548548	033114	001-3600-461.30-06	TOOLS/SUPPLIES	128.46
			548579	033144	001-4000-461.30-02	RAT TRAP	34.44
			548670	033114	001-3600-461.30-01	SCREWDRIVER/ANT & ROACH	44.68
			548715	033114	001-3600-461.30-01	KNIT COVER/ANT & ROACH	38.75
			548951	033114	001-3600-461.30-01	INSECT REPELLENT	35.41
			549016	033114	001-3600-461.30-01	PEST CONTROL	88.60
			549240	032952	704-3200-412.30-02	TOOLS/SUPPLIES	6.34
			549321	032952	111-4900-432.23-29	EMITTERS	30.69
			549335	032952	704-3200-412.30-02	TOOLS/SUPPLIES	35.53
			549336	032952	111-4900-432.23-29	TOOLS/SUPPLIES	6.22
			549353	032952	111-4900-432.23-29	TOOLS/SUPPLIES	35.32
			549395	032952	100-4900-431.36-00	TOOLS/SUPPLIES	82.36
193322	10/31/2024	BEAUMONT SAFE & LOCK	78208	033158	810-9700-490.90-59	DOUBLE SIDED DUPL	19.33
			78213	033158	810-9700-490.90-59	SINGLE SIDE DUPL	10.72
			78276	033158	810-9700-490.90-59	SERVICE MECHANICAL KEYPAD	104.00
193323	10/31/2024	BLUEBEAM, INC	2084705	032589	705-4500-412.89-49	ANNUAL SUBSCRIPTION FEE 10/18/24-10/17/25	2,340.00
193324	10/31/2024	BONICH, HECTOR	REBATE WIN&DOOR		675-7020-473.42-66	REBATE FOR WINDOWS/DOORS	513.36
193325	10/31/2024	BROWN, EVA OR CHARLES	REF#2024053671		001-2400-351.35-14	REFUND-OVERPMT-8/13/2024 # 2024053671	400.00
193326	10/31/2024	BUDD-FALEN LAW OFFICES, LLC.	34440	029829	660-6300-471.90-78	FLUME LEGAL SERVICES SEP 2024	17,363.17
193327	10/31/2024	CALRECYCLE ACCOUNTING	OWR1-REPAYMENT		001-0000-237.00-00	UNUSED SB1383 LOCAL GRANT OWR1	52.20
193328	10/31/2024	CAMPBELL, SANDRA	104335-50704 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	1,800.00
193329	10/31/2024	CANON FINANCIAL SERVICES, INC	34945748	032336	001-4000-461.32-06	COPIER LEASE	178.44
					660-6300-471.32-06	COPIER LEASE	178.44
					670-7000-473.32-06	COPIER LEASE	548.12
					705-4500-412.32-06	COPIER LEASE	637.26
					761-3100-480.32-06	COPIER LEASE	178.44
			35631018	032336	001-4000-461.32-06	COPIER LEASE	178.44
					660-6300-471.32-06	COPIER LEASE	178.44
					670-7000-473.32-06	COPIER LEASE	548.12

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193329	10/31/2024	CANON FINANCIAL SERVICES, INC	35631018	032336	705-4500-412.32-06	COPIER LEASE	797.68
					761-3100-480.32-06	COPIER LEASE	178.44
193330	10/31/2024	CASC ENGINEERING AND CONSULTING INC	0052144	032079	100-4900-431.90-10	DESIGN OF SAN G & RLROAD	2,940.00
193331	10/31/2024	CDW GOVERNMENT, LLC	AB1889Q	032948	001-1200-412.89-48	LOGITECH WEBCAM	59.20
193332	10/31/2024	CHARTER COMMUNICATIONS	189282601102124		001-2400-422.26-09	3900 W WILSON 10/25/24-11/24/24	237.00
			189283501102124		001-2060-446.26-09	CITY HALL 10/25/24-11/24/24	119.75
			189283601102124		670-7000-473.26-07	CITY HALL FIBER 10/25/24-11/24/24	991.58
			189283801102124		670-7000-473.26-07	CORP YARD FIBER 10/25/24-11/24/24	991.58
193333	10/31/2024	CINTAS CORPORATION	4206507364	033161	001-3600-461.25-02	UNIFORM-PARKS	51.13
			4207219155	033161	001-3600-461.25-02	UNIFORM-PARKS	51.13
			4207957340	033161	001-3600-461.25-02	UNIFORM-PARKS	51.13
			4207957482	033162	001-4000-461.36-03	JANITORIAL SUPPLIES	121.67
			4208656526	032901	702-3800-480.25-02	UNIFORM-FLEET	59.71
			4209386006	032953	100-4900-431.25-02	UNIFORM-STREETS	77.92
					704-3200-412.25-02	UNIFORM-BUILD MAINT	10.78
			4209386239	033256	670-7000-473.25-02	UNIFORM-ELEC	349.02
193334	10/31/2024	CITY OF BANNING (BNG)	FC C-2 OCT24		001-3600-461.32-02	FC C-2 HANGAR OCT 2024	197.57
193335	10/31/2024	CITY OF BANNING UTILITIES OPV	1019454438OC24		810-9700-490.90-60	146 N 4TH ST 09/06/24-10/09/24	136.18
			10194555344OC24		810-9700-490.90-60	312 N 4TH ST 09/06/24-10/08/24	214.85
			10194557468OC24		810-9700-490.90-59	BRYANT ST SHELTER OPV 09/06/24-10/09/24	224.97
			10194557548OC24		810-9700-490.90-59	BRYANT ST SHELTER OPV 09/06/24-10/09/24	905.16
193336	10/31/2024	CORE & MAIN, LP	INV0010483	033254	660-6300-471.45-16	PORTABLE TURBIDIMETER	79.07
193337	10/31/2024	CORNERSTONE DEVELOPMENT CO.	3138	032541	673-7000-473.96-54	SUN LAKES BLVD RELOCATION	2,770.00
193338	10/31/2024	CUSTOM TROPHIES & UNEEK AWARDS	005737	033104	001-4000-461.36-09	SOCCER MEDALS (175)	659.96
193339	10/31/2024	DIAMOND ENVIRONMENTAL SERVICES	0005610469	033164	001-5400-446.41-86	ADA RESTROOM-HANDWASHING	290.60
			0005760840	032191	001-9600-453.41-46	BULKY ITEM DAY	165.40
193340	10/31/2024	EICHEL, GEORGE	52319-52100 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	1,500.00
193341	10/31/2024	ESPINDOLA &, MATILDE	000111685		001-0000-218.22-22	UB CR REFUND-FINALS 000010918	62.96
193342	10/31/2024	ESPITIA, ELIER	000112141		001-0000-218.22-22	UB CR REFUND-FINALS 000019402	92.74
193343	10/31/2024	FRONTIER COMMUNICATIONS	9511970006OCT24		670-7000-473.26-07	FIBEROPTIC INTERNET 10/05/24-11/04/24	1,010.00
193344	10/31/2024	FUN EXPRESS	73297053401	033109	001-5400-446.41-86	TRUNK OR TREAT ITEMS	1,568.97
			73313245201	033109	001-4000-461.36-09	DECORATING KIT/TABLECLOTH	83.17
193345	10/31/2024	GAS COMPANY, THE	03442480665OC24		704-3200-412.26-06	2041 W NICOLET 9/11/24-10/10/24	14.30
			05602682006OC24		001-2400-422.26-06	172 N MURRAY 09/15/24-10/16/24	58.44
			15684815176OC24		705-4500-412.26-06	99 E RAMSEY 6/16/24-10/16/24	41.62
193346	10/31/2024	GERBER COLLISION & GLASS	1900912284	033265	702-3800-480.30-05	VEHICLE REPAIRS	11,131.55
193347	10/31/2024	H & L CHARTER CO, INC	30496	033285	001-4000-461.42-31	OAK GLEN PRESERVE	1,570.00
193348	10/31/2024	HAAKER EQUIPMENT COMPANY	C1AFQR	033185	702-3800-480.38-52	PARTS/SHIPPING #902	44.23
			C1AJ3H	033185	702-3800-480.38-52	PARTS/SHIPPING #902	806.86
193349	10/31/2024	HERNANDEZ, JOSUE	MEALS 11/11-15		001-2200-421.23-06	SRO MEALS 11/11-15 HERNANDEZ	99.00
193350	10/31/2024	HOME DEPOT #8987	1010013	032957	704-3200-412.30-02	TOOLS/SUPPLIES	149.65
			1200624	033098	670-7000-473.45-16	CREDIT FOR BANDSAW BLADE	(25.83)
			1971800	033027	660-6300-471.30-02	TOOLS/SUPPLIES	211.84
			21080	032957	001-2740-442.36-00	SUPPLIES/SECURE PROPERTY	348.57
			2523689	033098	670-7000-473.45-16	CHAINSAW CHAIN & OIL	169.22
			4524290	033098	670-7000-473.45-05	SAFETY STAPLES/SUPPLIES	107.47
			5625147	033098	670-7000-473.45-16	CHAINSAW/SOCKET ADAPTER	132.58
			5972897	033027	660-6300-471.45-16	TOOLS/SUPPLIES	51.04
			6014631	032957	704-3200-412.30-02	FIRST AID KIT	34.08
			7022508	032957	810-9700-490.90-59	STUCCO/SUPPLIES	511.36
			7364689		660-0000-131.00-00	CONCRETE MIX PO NUM 032999	243.17
			7720098	033098	675-7020-473.36-00	CLAMP SET	11.82
			7970579	033027	660-6300-471.45-16	TOOLS/SUPPLIES	171.82
			8522798	033098	670-7000-473.45-16	SCREWS/STAINLESS WALL PIT	78.13

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193350	10/31/2024	HOME DEPOT #8987	8610014	033098	670-7000-473.45-16	SOCKET ADAPTER	35.36
			8626341	033098	670-7000-473.36-00	CAN LINERS	29.62
			8626342	033098	675-7020-473.41-46	ARTIFICIAL TURF	170.25
			8946109	033098	675-7020-473.36-00	DISPLAY BANNER/BANNER STA	120.12
			9014289	033098	670-7000-473.89-46	FOLDING CHAIRS/BATTERIES	212.94
			9014290	033098	675-7020-473.41-46	POTTED TREES/SUPPLIES	428.24
			971863	033027	660-6300-471.45-16	TOOLS/SUPPLIES	63.66
			9972439	033027	660-6300-471.30-02	TOOLS/SUPPLIES	883.29
			H8987-330785	032957	704-3200-412.30-02	TOOLS/SUPPLIES	37.62
193351	10/31/2024	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20241101		001-0000-204.80-10	PAYROLL SUMMARY	2,911.65
193352	10/31/2024	INFOSEND, INC	264462	032788	761-3100-480.23-02	INFOSEND ENVELOPES	862.00
			273649	032788	761-3100-480.23-02	UB BILL SRVC 10/25/24	119.43
					761-3100-480.23-04	UB BILL SRVC 10/25/24	977.22
					761-3100-480.33-11	UB BILL SRVC 10/25/24	212.06
193353	10/31/2024	JEREMY D WEINSTEIN	CB.24-09	033281	670-7000-473.33-11	ELECTRIC UTILITY LEGAL SEP 2024	332.50
193354	10/31/2024	JOE A GONSALVES & SON	161980	032066	001-1000-411.33-11	LOBBYING SERVICES NOV 2024	1,925.00
					705-4500-412.33-11	LOBBYING SERVICES NOV 2024	1,925.00
193355	10/31/2024	KAA PROPERTIES LP	000112181		001-0000-218.22-22	UB CR REFUND-FINALS 000001714	181.65
193356	10/31/2024	KIBERA &, MALIC	000110805		001-0000-218.22-22	UB CR REFUND-FINALS 000002778	387.41
193357	10/31/2024	KIMLEY-HORN AND ASSOCIATES, INC	194392004-0924	032872	681-8000-454.90-78	BANNING WWTP UPGRADE THRU 9/30/24	27,270.00
			29660993	032799	001-3600-461.90-05	LIONS PARK WA IRR DESIGN	8,342.50
193358	10/31/2024	KING DAVID EMPIRE LLC	000106717		001-0000-218.22-22	UB CR REFUND-FINALS 000007830	21.16
						UB CR REFUND-FINALS 000012814	151.39
193359	10/31/2024	KINGSBORO, DAVID L	000080393		001-0000-218.22-22	UB CR REFUND-FINALS 000020422	46.90
193360	10/31/2024	KOERBEL, ELISABETH	REF#2024040007		001-2400-351.35-14	REFUND-OVERPMT-8/13/2024 # 2024040007	400.00
193361	10/31/2024	LOPEZ, MARISOL	TRAVEL 10/20-25		001-1210-412.23-05	CERT PROG-ECON DEV TRAVEL 10/20-25 LOPEZ	587.24
193362	10/31/2024	MARIPOSA LANDSCAPES, INC	110000	030833	001-3600-461.23-29	PARK MAINT SEP 24	8,517.45
					001-4000-461.23-29	PARK MAINT SEP 24	499.99
					001-4010-461.23-29	PARK MAINT SEP 24	1,090.80
					001-4050-461.23-29	PARK MAINT SEP 24	481.73
193363	10/31/2024	MARTIN &, DEBRA SUSAN	000069623		001-0000-218.22-22	UB CR REFUND 000054242	250.00
193364	10/31/2024	MC AVOY & MARKHAM	17237		670-0000-131.00-00	PV RESIDENTIAL METERS PO NUM 033275	4,015.00
			17237-1		670-0000-131.00-00	PV CONFIGURATION FM16S PO NUM 033275	20,990.78
193365	10/31/2024	MENDOZA, JAIRO	000105581		001-0000-218.22-22	UB CR REFUND-FINALS 000004156	9.29
193366	10/31/2024	MERLIN JOHNSON CONSTRUCTION, INC	062220	033102	660-6300-471.45-06	WELDING	1,594.52
193367	10/31/2024	MIKULJAN, MARINKA	REF#2023068197		001-2400-351.35-14	REFUND-OVERPMT 10/9/24 # 2023068197	400.00
193368	10/31/2024	MONK, JOVITA & GALE	000109591		001-0000-218.22-22	UB CR REFUND-FINALS 000007254	4.06
193369	10/31/2024	MUNOZ, MARIBEL	MILEAGE 10/10		001-1910-412.23-05	HOW TO NEG W END USERS MILEAGE 10/10 MUNOZ	14.34
193370	10/31/2024	NHA ADVISORS, LLC	01488	032895	670-7000-473.33-11	COB 2024-25 CONSULTING AUG 2024	11,462.50
			01502	032895	670-7000-473.33-11	COB 2024-25 CONSULTING SEP 2024	12,181.25
193371	10/31/2024	NIETO, FRANCISCO	MEALS 11/4		001-2200-421.23-06	FIREARMS/TACTICAL HANDGUN MEALS 11/4 NIETO	16.50
193372	10/31/2024	ORACLE AMERICA INC	101604350	032099	222-0001-410.90-49	TIME AND MATERIALS	538.41
193373	10/31/2024	PARKHOUSE TIRE, INC.	2010922524	032932	702-3800-480.38-52	TIRE/RECYCLING FEE #622	985.16
			2030242595	032932	702-3800-480.38-52	TIRE/RECYCLING FEE #839	328.39
193374	10/31/2024	PARS	20241101		001-0000-204.25-00	PAYROLL SUMMARY	334.09
193375	10/31/2024	PARTS AUTHORITY	062-726201	032939	702-3800-480.38-52	KIT #439	61.87
			062-734260	032939	702-3800-480.38-52	COATED ROTOR #92	106.82
			062-740240	032939	702-3800-480.38-52	AIR FILTER #337	73.95
			062-747356	032939	702-3800-480.38-52	CABIN AIR #38	23.75
			091-061188	032939	702-3800-480.38-52	BATT CORE CREDIT	(106.68)
			091-061224	032939	702-3800-480.38-52	BATT CORE CREDIT	(23.71)
			091-061274	032939	702-3800-480.38-52	BATT CORE CREDIT	(23.71)
			091-340173	032939	702-3800-480.38-52	BRAKE MASTER #20	112.67
			091-340183	032939	702-3800-480.38-52	BEAM WIPER BLADES	142.02

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193375	10/31/2024	PARTS AUTHORITY	091-340262	032939	702-3800-480.38-52	TOOLS/SUPPLIES #439	90.91
			091-340446	032939	702-3800-480.38-52	12 VOLT PASS #622	151.99
			091-340524	032939	702-3800-480.38-52	FLUID RESERVOIR #03	68.96
			091-340535	032939	702-3800-480.38-52	REAR BLADE #03	7.31
			091-340590	032939	702-3800-480.38-52	CABIN AIR/OIL FILTER #337	57.06
			091-340695	032939	702-3800-480.38-52	12V BATTERY	176.26
			091-340741	032939	702-3800-480.38-52	PARTICULATE CAB #38	12.04
			091-340755	032939	702-3800-480.38-52	12 VOLT PASS #03	151.99
			092-640331	032939	702-3800-480.38-52	SG ASY CAP #806	15.88
			101-909227	032939	702-3800-480.38-52	KIT SPARK #806	41.48
			117-533998	032939	702-3800-480.38-52	ROTOR #906	26.55
193376	10/31/2024	PASCALE, RALPH	REF#2022112640		001-2400-351.35-14	REFUND-OVERPMT 10/9/24 # 2022112640	400.00
193377	10/31/2024	PLASCENCIA &, RANDY	000093349		001-0000-218.22-22	UB CR REFUND-FINALS 000021572	45.79
193378	10/31/2024	POULTER, HANNAH	MEALS 11/4		001-2200-421.23-06	FIREARMS/TACTICAL HANDGUN MEALS 11/4 POULTER	16.50
193379	10/31/2024	POULTER, HANNAH	MEALS 11/6		001-2200-421.23-06	STRATEGIC COM/DRIVER AWAR MEALS 11/6 POULTER	16.50
193380	10/31/2024	POULTER, HANNAH	MEALS 11/7		001-2200-421.23-06	USE OF FORCE MEALS 11/7 POULTER	16.50
193381	10/31/2024	REACTION PROPERTIES INC	000111769		001-0000-218.22-22	UB CR REFUND-FINALS 000000848	95.47
193382	10/31/2024	RED HAWK SERVICES	24-217	032870	660-0000-232.00-00	FINAL RETENTION	2,365.20
					680-0000-232.00-00	FINAL RETENTION	645.10
					690-0000-232.00-00	FINAL RETENTION	2,150.52
193383	10/31/2024	REZENDES, DILLON	MEALS 11/4		001-2200-421.23-06	FIREARMS/TACTICAL HANDGUN MEALS 11/4 REZENDES	16.50
193384	10/31/2024	RICHARDS WATSON GERSHON	250210		700-5300-480.33-04	0001 GENERAL SVCS SEP 2024	8,543.92
			250211		700-5300-480.33-04	0003 CITY MANAGER SEP 2024	2,261.90
			250212		700-5300-480.33-04	0004 CITY CLERK SEP 2024	5,221.20
						0010 POLICE DEPARTMENT SEP 2024	2,404.50
			250213		700-5300-480.33-04	0005 COMMUNITY DEV SEP 2024	6,343.30
			250214		700-5300-480.33-04	0006 COMMUNITY SVCS SEP 2024	114.50
			250215		700-5300-480.33-04	0007 ELECTRIC UTILITY SEP 2024	2,862.47
			250216		700-5300-480.33-04	0008 ADMIN SVCS SEP 2024	1,900.70
			250217		700-5300-480.33-04	0010 POLICE DEPARTMENT SEP 2024	704.00
			250218		700-5300-480.33-04	0011 PUBLIC WORKS SEP 2024	366.40
			250219		700-5300-480.33-04	0012 WATER/WASTEWATER SEP 2024	320.60
			250220		700-5300-480.33-04	0013 PERSONNEL MATTERS SEP 2024	1,786.40
			250221		002-0000-222.34-01	0014 BUTTERFIELD SEP 2024	175.00
					002-2800-361.41-02	0014 BUTTERFIELD SEP 2024	(175.00)
					002-2800-441.33-04	0014 BUTTERFIELD SEP 2024	175.00
			250222		700-5300-480.33-04	0021 CODE ENFORCEMENT SEP 2024	357.00
			250223		700-5300-480.33-04	0022 POLICE PERSONNEL SEP 2024	2,902.90
			250224		002-0000-222.34-01	0062 CFD NO2020-02 ATWELL SEP 2024	1,885.00
					002-2800-361.41-02	0062 CFD NO2020-02 ATWELL SEP 2024	(1,885.00)
					002-2800-441.33-04	0062 CFD NO2020-02 ATWELL SEP 2024	1,885.00
			250225		002-0000-222.31-37	0068 SUNSET CROSSROADS SEP 2024	15,088.37
					002-2800-361.41-02	0068 SUNSET CROSSROADS SEP 2024	(15,088.37)
					002-2800-441.33-04	0068 SUNSET CROSSROADS SEP 2024	15,088.37
			250226		700-5300-480.33-04	0070 BANNING AIRPORT SEP 2024	22.90
			250227		700-5300-480.33-04	0076 BANNING POINT APPEAL SEP 2024	25,329.42
			250228		700-5300-480.33-04	0078 AVD PASS ACTION GRP SEP 2024	2,994.30
			250229		700-5300-480.33-04	0088 ADA-ANIMAL SHELTER SEP 2024	70.00
193385	10/31/2024	RIVERSIDE, COUNTY OF	JUL-SEP 2024		001-2200-321.18-06	PARKING CITATION ASSMT AUG 2024	36.50
						PARKING CITATION ASSMT JUL 2024	49.00
						PARKING CITATION ASSMT SEP 2024	61.50
193386	10/31/2024	ROBINSON, BRANDON A	TRAVEL 9/17-18		670-7000-473.23-05	CUEA QTR BOARD OF DIR MTG TRAVEL 9/17-18 ROBINSON	88.94
193387	10/31/2024	SALAZAR &, HERLINDO	000110951		001-0000-218.22-22	UB CR REFUND-FINALS 000016742	750.33
193388	10/31/2024	SAN BERNARDINO CO TAX COLLECTOR	240276425		660-6300-471.41-05	2024 PROPERTY TAX APN 0324-291-01-0-000	810.43

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193388	10/31/2024	SAN BERNARDINO CO TAX COLLECTOR	240276426		660-6300-471.41-05	2024 PROPERTY TAX APN 0324-301-01-0-000	810.43
193389	10/31/2024	SANCHEZ, ALBERTO	MILEAGE 10/16		001-1000-411.23-05	LOCC TV2460 MILEAGE 10/16-18 SANCHEZ	116.83
193390	10/31/2024	SERVIAM BY WRIGHT LLP	32705		700-5300-480.33-04	GENERAL CODE ENFORCEMENT 1240 WEST RAMSEY	6,336.48
						GENERAL CODE ENFORCEMENT 1326 RAMSEY	237.60
						GENERAL CODE ENFORCEMENT 1574 LINCOLN	79.20
						GENERAL CODE ENFORCEMENT 1979 WEST RAMSEY	306.00
						GENERAL CODE ENFORCEMENT 3358 RAMSEY	211.20
						GENERAL CODE ENFORCEMENT 3800 RAMSEY	448.80
						GENERAL CODE ENFORCEMENT 3894 RAMSEY	211.20
						GENERAL CODE ENFORCEMENT 4097 RAMSEY	264.00
						GENERAL CODE ENFORCEMENT 4104 RAMSEY	1,029.60
						GENERAL CODE ENFORCEMENT 531 HARGRAVE	844.80
193391	10/31/2024	SMART & FINAL	639611	033138	201-4050-446.36-00	CANDY/PRETZELS	44.12
			829688	033136	001-4000-461.36-11	WATER	7.90
193392	10/31/2024	SOUTHERN CALIFORNIA WEST COAST ELEC	49002	033049	810-9700-490.90-59	OV-A/C & HOT WATER HEATER	3,359.23
193393	10/31/2024	STAFFORD, CHERYL	REIMB 10/28/24		705-4500-412.23-04	USPS-STAMP/CERTIFIED MAIL AP CHECKS MAILED	82.68
193394	10/31/2024	STAPLES BUSINESS ADVANTAGE	6012931912	032963	660-6300-471.36-00	HP 410A INK	96.55
			6014895981	033034	001-2800-441.36-00	OFFICE SUPPLIES	117.39
			6014958490	033056	001-1000-411.36-07	OFFICE SUPPLIES	122.47
			6015038948	033056	001-1000-411.36-07	COUNCIL SNACKS - NUTS	59.24
193395	10/31/2024	STC TRAFFIC INC	7414	033117	100-4900-431.90-10	DESIGN OF TS HARDWARE SEP 2024	15,480.00
193396	10/31/2024	TAYANI, DAVID	000111349		001-0000-218.22-22	UB CR REFUND-FINALS 000000752	154.61
193397	10/31/2024	TEC EQUIPMENT, INC	1791086F	032941	702-3800-480.38-52	AIR SPRINGS	408.83
193398	10/31/2024	TRENCH SHORING COMPANY	RI20449265	033177	660-6300-471.32-05	TRENCH TOP RENTAL	238.00
193399	10/31/2024	UTLEY &, CEDRIC	000111969		001-0000-218.22-22	UB CR REFUND-FINALS 000034752	45.51
193400	10/31/2024	VANCE CORPORATION	2024-13.03	032928	101-0000-232.00-00	2024-01 CITYWIDE STREET OVERLAY	(693.95)
					101-4900-431.93-16	2024-01 CITYWIDE STREET OVERLAY	13,878.95
					102-0000-232.00-00	2024-01 CITYWIDE STREET OVERLAY	(496.56)
					102-4904-431.93-15	2024-01 CITYWIDE STREET OVERLAY	9,931.23
					810-0000-232.00-00	2024-01 CITYWIDE STREET OVERLAY	(1,167.53)
					810-9700-490.90-60	2024-01 CITYWIDE STREET OVERLAY	23,350.63
193401	10/31/2024	VANCE CORPORATION	000105509		001-0000-218.22-22	UB CR REFUND-FINALS 000061434	223.03
193402	10/31/2024	VESTIS SERVICES LLC	5880754901	033216	761-3110-480.25-02	UNIFORM-FSR	100.75
193403	10/31/2024	VISION SECURITY SYSTEMS	21136		670-7000-473.89-48	SECURITY SYSTEM-MIDWAY	0.02
				033270	670-7000-473.89-48	SECURITY SYSTEM-MIDWAY	9,676.37
			21198	033003	810-9700-490.90-59	REINSTALL CAMERAS (LABOR)	1,120.00
193404	10/31/2024	WALLACE, COLLEEN	MILEAGE OCT24B		001-1000-411.23-05	CITY COUNCIL MEETINGS MILEAGE 10/1-31 WALLACE	93.47
193405	10/31/2024	WATERLINE TECHNOLOGIES, INC	5709863	033170	001-4010-461.36-08	HYDROCHLORIC ACID	777.49
193406	10/31/2024	WELDOR'S SUPPLY AND STEEL	41770	033305	660-6300-471.36-08	UN1066 GAS	28.00
193407	10/31/2024	WILBUR'S POWER EQUIPMENT	14781	033292	100-4900-431.36-00	PRUNER	861.99
			14782	033292	100-4900-431.36-00	WEEDHEAD/TOOLS	191.18
193408	10/31/2024	XENIA PACIFIC, INC	6400	033128	001-5400-446.41-86	POSTER-SPOOKTACULAR	38.79
193409	10/31/2024	YIN &, MEI	000105837		001-0000-218.22-22	UB CR REFUND-FINALS 000056266	218.88
193410	10/31/2024	168 RAMSEY INVESTMENT LLC	000111619		001-0000-218.22-22	UB CR REFUND-FINALS 000008220	230.18
193411	10/31/2024	72 HOUR LLC-NATIONAL AUTO FLT GRP	WF10437	032491	001-2200-421.90-52	F150 #57-VIN# 5870	57,354.40
			WF10450	032491	001-2200-421.90-52	F150 #58-VIN# 3547	57,354.40
			WF10451	032491	001-2200-421.90-52	F150 #56-VIN# 5938	57,354.40
9008054	10/1/2024	CORPORATION SERVICE COMPANY	8345718-092724		001-1400-412.23-07	PROCESSING FEES (1) RIV CO RECORDER OFFICE	7.00
9008055	10/4/2024	WELLS FARGO BANK	PPE 09/29/2024		001-0000-204.10-00	PAYROLL PPE 09/29/24 PD 10/04/24	589,894.70
9008056	10/7/2024	WELLS FARGO CARD SERVICES INC	WELLS ONE SEP24		001-0000-201.10-00	AED USA - TX SALES TAX	(51.62)
						NAMETAGCOUNTRY.COM SALES TAX	(2.00)
						PARTS SOURCEFY SALES TAX	(24.81)
					001-1000-411.23-05	BEAUMONT COC REGISTRATION SANCHEZ	75.00
						BEAUMONT COC REGISTRATION WALLACE	75.00

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9008056	10/7/2024	WELLS FARGO CARD SERVICES INC	WELLS ONE SEP24		001-1000-411.23-05	CITY OF SAN JACINTO SOTC FLYNN	71.21
						CITY OF SAN JACINTO SOTC WALLACE	71.21
					001-1000-411.36-07	WM SUPERCENTER CITY COUNCIL SUPPLIES	16.25
					001-1000-411.41-86	BANNING COC 10/9 SOTC SPONSORED-FLYNN	312.50
						BANNING COC 10/9 SOTC SPONSORED-HAPPE	312.50
						BANNING COC 10/9 SOTC SPONSORED-SANCHEZ	312.50
					001-1200-412.23-03	APPLE.COM/BILL IPHONE STORAGE	0.99
						CANVA US INC. CANVA SUBSCRIPTION	119.40
						PE SUBSCRIPTIONS PRESS ENTERPRISE ONLINE	18.00
						SMK DISPUTING	349.00
						CANVA SUBSCRIPTION	47.97
					001-1200-412.23-05	DAILY GRILL CENTURY SCHULZE-ICMA ANNUAL CONF	30.28
						MARRIOTT CI 9/20-25 SCHULZE-ICMA ANNUAL CONF	1,137.97
						UBER TRIP 9/21 SCHULZE-ICMA ANNUAL CONF	88.00
						UBER TRIP 9/25 SCHULZE-ICMA ANNUAL CONF	75.24
						WESTIN LA AIRPORT FB 9/19 PARKING-ICMA ANNUAL CONF	198.00
						WESTIN LA AIRPORT FD DISPUTING	221.42
						WLV ADV DEPOSIT SCHULZE-ICMA ANNUAL CONF	391.15
					001-1210-412.23-01	COLUMN PUBLIC NOTICE-ENG CDBG NOTICE-FUND AVAIL	463.74
						COLUMN PUBLIC NOTICE-SPAN CDBG NOTICE-FUND AVAIL	463.74
					001-1210-412.23-03	COSTAR GROUP INC COMM PROPERTY LISTINGS	430.00
					001-1210-412.23-05	HILTON HOTELS 9/23-25 LOPEZ ICSC @ WESTERN	257.26
						HILTON HOTELS 9/23-25 LOPEZ ICSC @WESTERN	257.26
					001-1210-412.41-46	4IMPRINT INC LOGO TABLECLOTH	470.48
						4IMPRINT, INC LOGO TABLECLOTHES	470.00
					001-1300-412.23-02	CANVA GRAPHICS SERVICE	12.99
					001-1300-412.23-03	REMARKABLE CURRENCY CONVERSION FEE	0.29
						REMARKABLE SUBSCRIPTION SVCS	29.00
						ZOOM.US HR/RISK ZOOM ACCT	149.90
					001-1300-412.23-05	CHEVRON DISASTER PREPAREDNESS	61.00
						ENT RENT-A-CAR 9/10-13 JEWS-CAJPA CONF	202.00
						HARVEYS CASINO 9/10-13 WALKER-CAPJPA CONF	295.44
						LA CONVENTION 9/6 DISASTER PREPAREDNESS	25.00
						MARGARITAVILLE 9/10-13 JEWS-CAJPA CONF	1,089.09
						SO PT HOTEL 9/24-27 JEWS-CALGOV HR	228.72
						SWA HVY BAG WALKER-BAGGAGE CAJPA	100.00
					001-1300-412.25-05	SHELL OIL CAJPA CONF	38.00
					001-1300-412.36-00	AMAZON MKTPL FOAMBOARD SUPPLIES	41.22
						AMAZON MKTPL OUTLETS FOR TRAVEL	38.76
						INSTACART RECRUITMENT PANEL	36.95
						WALMART.COM RECRUITMENT PANEL	71.95
						WALMART.COM TABLECLOTHES	16.72
					001-1300-412.36-07	2LEVY LA CONV CENTER DISASTER PREPAREDNESS	56.94
						DONUT FACTORY SALES TAX	150.40
						SMART AND FINAL 3RD QTR ALL STAFF MTG	22.42
					001-1300-412.36-68	AMZ WOOT LLC RAFFLE PRIZE	79.81
					001-1300-412.41-16	MAMA TS RECRUITMENT PANEL	646.04
					001-1400-412.23-01	COLUMN PUBLIC NOTICE ORD1606 POST ADOPTION	161.14
						COLUMN PUBLIC NOTICE ORD1606 PRE ADOPTION	129.23
						COLUMN PUBLIC NOTICE PHN-FIRE FEES UPDATES	494.65
						COLUMN PUBLIC NOTICE PHN-FIRE FEES-REFUND	(494.65)
					001-1400-412.23-02	ASSESSOR/CLERK/RECORDER CREDIT CARD FEE	0.18
						ASSESSOR/CLERK/RECORDER PRINTED DEED FEE	8.00
					001-1400-412.36-00	FTD PALM SPRINGS FLST COB CITY CLERK-HOSPITAL	169.34

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9008056	10/7/2024	WELLS FARGO CARD SERVICES INC	WELLS ONE SEP24		001-1900-412.23-03	KRYTERION WEBASSESSOR ICMA CREDENTIAL TESTING	75.00
					001-1900-412.23-05	AMERICAN AIR 10/4 FLIGHT CHANGE-OPENGOV	382.00
						AMERICAN AIR 9/29 FLIGHT CHANGE-OPENGOV	185.01
						BANNING COC 10/9 SOTC SPONSORED-GERONIMO	312.50
					001-1900-412.36-07	RUSSOS ITALIAN KITCHEN BFC PREP MEETING	34.87
					001-1910-412.23-05	AA WIFI 9/29 MASON-OPENGOV TRANSFORM	19.00
						CAPPO 10/10 MASON-ACHIEVE BUYIN TRNG	95.00
						CAPPO HEIDT-CAPPO REG	95.00
					001-1910-412.23-06	CAPPO 10/10 MUNOZ-NEG WITH END USERS	95.00
						PANERA BREAD CAPPO MEETING	37.16
						PCI L749 RIV OFFICE PARKING CAPPO TRNG	6.00
					001-2060-446.23-03	ANC NEWSPAPERS.COM NEWSPAPERS.COM	74.90
						GOOGLE YOUTUBEPREMIUM YOUTUBE SUBSCRIPTION	13.99
					001-2060-446.89-48	BEST BUY EXTERNAL HARD DRIVE	301.69
					001-2200-421.23-03	CAPE MBSHP CASTILLO	40.00
						CPCA MBSHP THESIER	462.00
					001-2200-421.23-05	BANNING COC 10/9 SOTC TICKETS-AVILA S	90.00
						BANNING COC 10/9 SOTC TICKETS-AVILA V	90.00
						BANNING COC 10/9 SOTC TICKETS-NIETO	90.00
						BANNING COC 10/9 SOTC TICKETS-THESIER	90.00
						PAYPAL-IE BLUE BELLES OFFICER OF THE YEAR	135.00
					001-2200-421.23-06	HILTON GARDEN 9/22-27 SMITH ICI DB	1,006.15
						HILTON GARDEN 9/22-27 WALKER ICI DB	981.15
						LAXZG - HP 9/11-14 DRE TRNG CAMPA TV2457	863.13
						RIV UNIV HEALTH 10/22 MIXON-SAFE/RCCAT CONF	67.34
						RIV UNIV HEALTH 10/22 POULTER-SAFE/RCCAT CONF	67.34
						RVSD SHERIFF BEN 10/15 DEUSENBERRY-PSP	238.96
						RVSD SHERIFF BEN 10/15 WALKER-PSP	238.96
						RVSD SHERIFF BEN 10/17 ROEBUCK-PSP FIREARMS	192.61
						RVSD SHERIFF BEN 11/4 NIETO-PSP FIREARMS	192.61
						RVSD SHERIFF BEN 11/4 POULTER-PSP FIREARMS	192.61
						RVSD SHERIFF BEN 11/4 REZENDES-PSP FIREARMS	192.61
					001-2200-421.30-05	SHELL OIL 42 CARWASH-PD AUG	294.00
						STATEWIDE ROAD SOLUTIONS TOW-TIRE #96	125.00
					001-2200-421.36-00	AMAZON.COM SAFE-PD	114.64
						STAPLES INC PD SUPPLIES	280.49
						XENIA PACIFIC INC EASY-UP CANOPIES	4,027.70
						XENIA PACIFIC INC MESSAGE POSTER BOARD	59.26
					001-2200-421.36-04	GALLS UNIFORM-ANTONIO	1,132.90
						GALLS UNIFORM-DELONG	1,560.47
						GALLS UNIFORM-FRANCO	1,092.71
						GALLS UNIFORM-KENNEDY	1,092.71
						GALLS UNIFORM-LEAL	1,092.71
						PRISTINE UNIFORMS UNIFORMS	818.86
					001-2200-421.36-07	STARBUCKS STORE COFFEE WITH A COP	88.00
					001-2200-421.36-62	SIRCHIE ACQUISITION P&E SUPPLIES	284.53
						ULINE DAMAGE-RETURNED	(335.85)
						ULINE P&E SUPPLIES	1,520.23
					001-2210-421.23-06	BANNING COC 10/9 SOTC TICKETS-BENHAR	90.00
					001-2740-442.23-03	CACEO CE REFUND-CHACON	(495.00)
						CACEO CE REFUND-FRANCO	(495.00)
					001-2740-442.23-06	CACEO 10/21-25 CODE ENF TRNG MARTINEZ	500.00
					001-2800-441.23-01	COLUMN PUBLIC NOTICE INV 3C343577-0058	279.18
						COLUMN PUBLIC NOTICE INV 3C343577-0059	254.82

City of Banning
Warrant List Detail October 2024

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9008056	10/7/2024	WELLS FARGO CARD SERVICES INC	WELLS ONE SEP24		001-2800-441.23-01	COLUMN PUBLIC NOTICE INV 3C343577-0060	442.65
						COLUMN PUBLIC NOTICE INV 3C343577-0061	504.37
						COLUMN PUBLIC NOTICE PN TO INCREASE FIRE FEES	490.91
					001-2800-441.23-06	CALBO 10/29 SCOTT CALBO EDU WEEK	290.00
					001-2800-441.36-00	NAMETAGCOUNTRY.COM NAME TAG-NEWELL	34.25
					001-3000-442.23-01	GFE OUTREACH RFP 24-085 GRANT AD	35.00
					001-3000-442.23-05	CAC PARKING RV1007 PARKING-RCTC TAC MEETING	4.00
					001-4000-461.23-03	SPOTIFY MUSIC SUBSCRIPTION	11.99
						WHEN I WORK INC SCHEDULING SOFTWARE	200.00
					001-4000-461.23-05	BANNING COC 10/9 SOTC SPONSORED-FRAGAS	312.50
						BANNING COC 10/9 SOTC SPONSORED-MURPHY	312.50
						BANNING COC 10/9 SOTC SPONSORED-SELLERS	312.50
						BANNING COC 10/9 SOTC SPONSORED-URQUIDEZ	312.50
						CPRS 10/17-18 FOSTER-CPRS DIR ACADEMY	209.00
						CPRS 10/17-18 WRIGHT-CPRS DIR ACADEMY	209.00
					001-4000-461.36-11	CHICK-FIL-A 9/14 MUSEUM OF THE DESERT	991.08
						DD DOORDASH ALDI WATER	11.28
					001-4000-461.42-31	SHELL OIL CHAPERONES VEHICLE	30.67
					001-4000-461.42-32	CDMOD 9/14 CHAPERONES-5	99.75
					001-4050-461.36-00	THE HOME DEPOT #8987 SENIOR CENTER SUPPLIES	107.53
					001-4050-461.89-56	THE WEBSTAURANT STORE REFUND-STEAMTABLE SUPPLY	(189.72)
						THE WEBSTAURANT STORE STEAMTABLE SUPPLIES	91.61
					001-5400-446.41-86	RC ENV HLTH HEMET DE FEES PERMIT PAYMENT FEE	0.28
						RC ENV HLTH HEMET DE HISPANIC HERITAGE PERMIT	12.00
						THE HOME DEPOT #8987 HISPANIC HERITAGE ITEMS	64.20
					100-4900-431.23-06	PAYPAL-MSA EDU CERT PROG-STREETS STAFF	450.00
					610-5800-434.36-00	STAPLES INC TRASH BAGS	485.68
					670-7000-473.23-05	HYATT HOUSE 9/17-18 ROBINSON-CUEA	192.46
						SOUTHWEST 9/17-18 ROBINSON-CUEA	369.96
					670-7000-473.23-06	EUCI BUDGET/PLANNING COURSE	1,295.00
					670-7000-473.36-00	ALDI SEAT CUSHIONS	30.13
						SAMSCLUB.COM OFFICE SUPPLIES	43.51
						SAMSCLUB.COM SUPPLIES	136.36
					670-7000-473.41-29	AED USA - TX BATTERIES & STAT PADZ	717.62
					675-7020-473.36-00	APPLE.COM/BILL TRUNK OR TREAT SUPPLIES	39.99
					675-7020-473.41-46	ALBERTSONS MEETING WITH SUNLAKES	19.38
						DONUT DE LITE MARKETING MEETING	35.99
					702-3800-480.36-00	SMART AND FINAL DIST WATER & HYDRA LIQUID	72.36
					702-3800-480.38-52	HARBOR FREIGHT TOOLS SPANNER WRENCH SET	64.64
						PARTS SOURCEFY BATTERY CHARGER	394.98
					702-3800-480.41-04	FD CA DMV 659 #624 DMV REG-LEASE BUYOUT	529.00
						FD CA DMV 659 SVC #624 DMV REG CC FEE	11.11
					702-3800-480.41-07	CTC-VIS CLEAN TRUCK CHECK PROG	480.00
						CTC-VIS SVC CC FEE-CLEAN TRUCK CHECK	14.35
					810-9700-490.90-59	CASA CRUZ RESTAURANT MEAL-OPV CLIENT	80.72
						DAYS INNS/DAYSTOP DEPOSIT-FAMILY STAY	50.00
						DAYS INNS/DAYSTOP FAMILY STAY-1 NIGHT	90.72
						FAST 5 XPRESS VEHICLE WASH	16.00
						GOOD CHINA EXPRESS MEAL-OPV CLIENT	35.67
						GUS JR NO7 MEAL-OPV CLIENT	85.30
						JACK IN THE BOX MEAL-OPV CLIENT	7.21
						RITE AID GIFT CARDS-OPV CLIENTS	895.20
						SMART AND FINAL CLEANING/PANTRY SUPPLIES	195.32
						WABA GRILL MEAL-OPV CLIENT	48.50

City of Banning
Warrant List Detail October 2024

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9008057	10/7/2024	CORPORATION SERVICE COMPANY	8345718-100324		001-2740-442.23-07	PENDENCY NOTICE APN 532-160-009	7.00
9008058	10/7/2024	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 09/29/2024		001-0000-204.12-00	STATE INCOME TAX PPE 09/29/24 PD 10/04/24	43,937.07
9008059	10/7/2024	INTERNAL REVENUE SERVICE	MC 10/06/2024		001-0000-204.11-00	FEDERAL INCOME TAX MC 10/06/2024 LOPEZ	540.00
					001-0000-204.13-00	FICA MEDICARE/REGULAR MC 10/06/2024 LOPEZ	621.40
9008060	10/7/2024	INTERNAL REVENUE SERVICE	PPE 09/29/2024		001-0000-204.11-00	FEDERAL INCOME TAX PPE 09/29/24 PD 10/04/24	97,098.04
					001-0000-204.13-00	ADD'L MEDICARE PPE 09/29/24 PD 10/04/24	407.12
						FICA MEDICARE/REGULAR PPE 09/29/24 PD 10/04/24	128,477.10
9008061	10/7/2024	TASC	PPE 09/29/2024		001-0000-204.80-15	TASC NESP PPE 09/29/24 PD 10/04/24	1,140.41
9008062	10/8/2024	WELLS FARGO BANK	PPE 09/29/2024		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 09/29/24 PD 10/04/24	300.00
9008063	10/8/2024	CA. ST. PUBLIC EMPLOYEES	PPE 09/15/2024		001-0000-204.20-00	PERS ADJUST CORR ADJ-LOPEZ	(0.14)
						PERS ADJUST CORR ADJ-WRIGHT	(0.01)
						PERS ADJUST SA DET ADJ-OERTEL	(27.60)
						PERS ADJUST SA SRO ADJ-OERTEL	(93.82)
						PERS ADJUST SEP REP-JAUREGUI	(340.70)
						RETIREMENT BENEFITS PPE 09/15/24 PD 09/20/24	181,680.15
						PERS ADJUST-YARYAN	(1.22)
9008064	10/8/2024	CA. ST. EMPLOYMENT DEV. DEPT.	MC 10/06/2024		001-0000-204.12-00	STATE INCOME TAX MC 10/06/2024 LOPEZ	228.23
9008065	10/9/2024	CA. ST. PUBLIC EMPLOYEES	100000017679360		001-0000-204.31-00	ANTHEM BL CROSS OCTOBER 2024	1,682.26
						BL SHIELD ACCESS OCTOBER 2024	18,008.27
						BL SHIELD ACCESS OCTOBER 2024 (RETRO)	(1,513.30)
						BL SHIELD TRIO OCTOBER 2024	81,462.06
						BL SHIELD TRIO OCTOBER 2024 (RETRO)	(704.69)
						HEALTH NET SALUD OCTOBER 2024	630.13
						HEALTH NET SALUD OCTOBER 2024 (RETRO)	630.13
						KAISER HMO OCTOBER 2024	65,944.29
						PERS GOLD OCTOBER 2024	6,439.30
						PERS PLATINUM OCTOBER 2024	7,920.29
					001-1300-412.15-52	PA BILLING ER SHARE-RETIR OCTOBER 2024	78.50
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE OCTOBER 2024	433.20
					001-1300-412.41-19	ADMIN FEE FOR RETIRED OCTOBER 2024	25.01
9008066	10/9/2024	CA. ST. PUBLIC EMPLOYEES	100000017679361		001-0000-204.31-00	BL SHIELD ACCESS OCTOBER 2024	1,967.29
						BL SHIELD TRIO OCTOBER 2024	1,832.19
						KAISER HMO OCTOBER 2024	1,730.82
						PERS PLATINUM OCTOBER 2024	1,131.47
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE OCTOBER 2024	15.99
9008067	10/9/2024	EMPOWER ANNUITY INSURANCE COMPANY	PPE 09/29/2024		001-0000-204.16-00	457 LOAN PAYMENTS PPE 09/29/24 PD 10/04/24	10,260.90
						457 LOAN PAYOFF REFUND-ALGIERS	(0.13)
						457 PRE TAX CONTRIBUTIONS PPE 09/29/24 PD 10/04/24	33,512.73
						457 ROTH CONTRIBUTIONS PPE 09/29/24 PD 10/04/24	907.87
9008068	10/11/2024	CA. ST. PUBLIC EMPLOYEES	MC 09/23/2024		001-0000-204.20-00	RETIREMENT BENEFITS MC 09/23/2024 BOUSLOG	513.34
9008069	10/11/2024	CA. ST. PUBLIC EMPLOYEES	MC 09/12/2024		001-0000-204.20-00	RETIREMENT BENEFITS MC 09/12/2024 ELIAS	198.00
9008070	10/16/2024	QUADIENT POSTAGE FUNDING	STMT 10/01/2024		705-4500-412.23-04	POSTAGE QUADIENT/HASLER	1,000.00
9008071	10/16/2024	WINDSTREAM SERVICES, LLC	76656931		001-2200-421.26-05	PHONE SVCS-125 E RAMSEY 08/27/24-09/26/24	975.12
9008072	10/16/2024	WINDSTREAM SERVICES, LLC	76657155		705-4500-412.26-05	PHONE SVCS-99 E RAMSEY 08/27/24-09/26/24	4,620.30
9008073	10/16/2024	WINDSTREAM SERVICES, LLC	76656528		705-4500-412.26-05	PHONE SVCS-176 E LINCOLN 08/27/24-09/26/24	963.27
9008074	10/17/2024	CA. ST. PUBLIC EMPLOYEES	PPE 09/29/2024		001-0000-204.20-00	PERS ADJUST BPOA PP19 RETRO ADJ	63.18
						PERS ADJUST CORR ADJ-LOGAN	222.00
						PERS ADJUST CORR ADJ-STONE	(15.07)
						PERS ADJUST OVER MAX-HORN	(1,237.73)
						PERS ADJUST SA DET ADJ-OERTEL	27.73
						PERS ADJUST SA SRO ADJ-OERTEL	93.82
						RETIREMENT BENEFITS PPE 09/29/24 PD 10/04/24	162,195.08
9008075	10/18/2024	WELLS FARGO BANK	PPE 10/13/2024		001-0000-204.10-00	PAYROLL PPE 10/13/24 PD 10/18/24	606,651.71
9008076	10/18/2024	CORPORATION SERVICE COMPANY	8345718-101624		001-1400-412.23-07	PROCESSING FEES (2) RIV CO RECORDER OFFICE	14.00

City of Banning
Warrant List Detail October 2024

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9008077	10/21/2024	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 10/13/2024		001-0000-204.12-00	STATE INCOME TAX PPE 10/13/24 PD 10/18/24	45,377.44
9008078	10/21/2024	INTERNAL REVENUE SERVICE	PPE 10/13/2024		001-0000-204.11-00	FEDERAL INCOME TAX PPE 10/13/24 PD 10/18/24	100,961.26
					001-0000-204.13-00	ADD'L MEDICARE PPE 10/13/24 PD 10/18/24	447.50
						FICA MEDICARE/REGULAR PPE 10/13/24 PD 10/18/24	127,051.02
9008079	10/21/2024	TASC	PPE 10/13/2024		001-0000-204.80-15	TASC NESP PPE 10/13/24 PD 10/18/24	1,140.41
9008080	10/22/2024	WELLS FARGO BANK	PPE 10/13/2024		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 10/13/24 PD 10/18/24	300.00
9008081	10/22/2024	EMPOWER ANNUITY INSURANCE COMPANY	PPE 10/13/2024		001-0000-204.16-00	457 LOAN PAYMENTS PPE 10/13/24 PD 10/18/24	10,338.34
						457 PRE TAX CONTRIBUTIONS PPE 10/13/24 PD 10/18/24	34,044.83
						457 ROTH CONTRIBUTIONS PPE 10/13/24 PD 10/18/24	907.87
9008082	10/23/2024	CA. ST. BOARD OF EQUAL. - FUEL	SEP 2024		702-3800-480.41-04	UNDERGROUND STORAGE TANK QTR END SEP 2024	626.00
9008083	10/25/2024	CA. ST. PUBLIC EMPLOYEES	MC 10/25/2024		001-0000-204.20-00	RETIREMENT BENEFITS MC 10/06/2024 LOPEZ	363.70
9008084	10/25/2024	CA. ST. PUBLIC EMPLOYEES	PERS ADJ-PP19		001-0000-204.20-00	PERS ADJUST SEP REP-JAUREGUI	336.98
9008085	10/30/2024	CA. ST. BOARD OF EQUALIZATION	CY2024-QTR 3		001-0000-201.10-00	SALES & USE TAX RETURN CY2024 QTR 3	285.00
9008086	10/31/2024	CORPORATION SERVICE COMPANY	8345718-102924		001-2740-442.23-07	LIEN RELEASE APN 541-233-019	27.00
						LIEN RELEASE APN 541-233-019 (2)	27.00
						LIEN RELEASE APN 541-233-019 (3)	27.00
						LIEN RELEASE DOC 2002-742254	27.00
						LIEN RELEASE DOC 2003-442967	27.00
						LIEN RELEASE DOC 2003-762724	27.00
						LIEN RELEASE DOC 2009-0111768	27.00
Grand Total							**9,178,504.97**

Less Voided / Reissued Checks from Prior Period	**-**
Less Voided Checks Prior Period	**-**
Add Payroll Checks	**8,883.49**
Total Remittance for Month	**9,187,388.46**

Voided Checks

October 2024

Issue Date	Check (Original)	Vendor #	Reason	Void Amount	Check (Reissue)	Vendor #	Reissued Amount
10/3/2024	193009	7671	DID NOT ATTEND	$288.75			
TOTALS				**$288.75**			**$0.00**

Payroll

October 2024

Start	End	Date	Description		Check Total
13689	13698	10/4/2024	Warrant Register	$	2,617.52
13699	13699	10/6/024	Warrant Register	$	2,745.50
13700	13710	10/18/2024	Warrant Register	$	3,520.47
TOTALS				**$**	**8,883.49**
	CHECKS USED	**22**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	RIVERSIDE COUNTY SHERIFF - SCS		13689	586.09
1900-412	GERONIMO, ALEJANDRO	2661	13690	.00
1900-412	PHILLIPS, JOYCE Y	6549	13691	.00
	CALIF. STATE DISBURSEMENT UNIT		13692	427.38
	TEXAS CHILD SUPPORT SDU		13693	550.62
	CALIF. STATE DISBURSEMENT UNIT		13694	241.15
4000-461	MONTES, ALEXIS D	5374	13695	69.32
4010-461	SCARRY, COLE	7674	13696	437.73
	CALIF. STATE DISBURSEMENT UNIT		13697	255.23
	FRANCHISE TAX BOARD		13698	50.00
	Total Checks -		10	2,617.52

Dp/Dv/Act: 22 00 421 POLICE/POLICE/PUBLIC SAFETY POLICE

Employee	Employee Number	Check Date	Gross Pay	With Hold	Net Pay	Advance Out	Payed Back	Dir Dep	Check Amount	Check Number
LOPEZ, EDWARD Manual	538	10/06/24	4487.24	1741.74	2745.50	.00	.00	.00	2745.50	13699
***** Division Totals ***** 1 Employees 1 Checks			4487.24	1741.74	2745.50	.00	.00	.00	2745.50	
**** Department Totals **** 1 Employees 1 Checks			4487.24	1741.74	2745.50	.00	.00	.00	2745.50	

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	RIVERSIDE COUNTY SHERIFF - SCS		13700	609.86
1900-412	GERONIMO, ALEJANDRO	2661	13701	.00
1900-412	PHILLIPS, JOYCE Y	6549	13702	.00
	FRANCHISE TAX BOARD		13703	791.17
	CALIF. STATE DISBURSEMENT UNIT		13704	427.38
	TEXAS CHILD SUPPORT SDU		13705	550.62
4000-461	GAITER, MARIAH	2531	13706	138.63
	CALIF. STATE DISBURSEMENT UNIT		13707	241.15
4000-461	SCARRY, COLE	7674	13708	456.43
	CALIF. STATE DISBURSEMENT UNIT		13709	255.23
	FRANCHISE TAX BOARD		13710	50.00
	Total Checks -		11	3,520.47

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Lincoln Bogard, Administrative Services Director**
Lincoln Bogard, Administrative Services Director

MEETING DATE: **December 10, 2024**

SUBJECT: **Cash and Investments Report for the Month of October 2024**

RECOMMENDATION:

Receive and file Cash and Investment Report for October 2024 on this day, November 19, 2024, in accordance with California Government Code 53646.

BACKGROUND:

The City's investment portfolio is compliant with its Investment Policy and Pooled Cash is expected to meet all disbursement requirements for the next six months.

JUSTIFICATION:

UNRESTRICTED CASH AND INVESTMENTS:

Cash & Investments	September 2024	October 2024
Funds under Control of the City:		
Petty Cash / Cash on Hand	$4,055.00	$4,055.00
Sub-Total	**$4,055.00**	**$4,055.00**
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$3,583,579.59	$7,136,691.92
Bank of America - Parking Citations - XXXXXX8776	$15,355.95	$145,596.18
Bank of America - Airport Visa - XXXXXX7548	$604,634.90	$607,876.03
Bank of America - CNG Charge Acct - XXXXXX5594	$79,091.90	$79,091.90
Sub-Total	**$4,412,662.34**	**$7,969,256.03**
See Investment Report for Details of the following investments:		
State of California, Local Agency Investment Fund	**$23,600,097.23**	**$20,875,518.41**
% of Investments in LAIF	**53%**	**50%**
US Bank City of Banning Investment Custody Account XXXXX6000	**$21,128,413.98**	**$21,255,195.59**

Cash and Investments	$49,145,228.55	$50,104,025.03

RESTRICTED CASH AND INVESTMENTS:

Cash & Investments	September 2024	October 2024
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$876,347.40	$879,629.030
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$3,752.41	$1,615,797.72
2019 Wastewater Revenue Bond - 254226002	$117,506.78	$470,007.74
2019 Wastewater Revenue Bonds 254226000	$115,043.83	$115,044.77
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$2,503,036.79	$2,503,057.29
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$2,510.89	$2,520.29
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$10,865.59	$10,906.28
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$7,687,477.61	$7,687,509.21
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	$0.00	$0.00
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-789582001	$0.00	$0.00
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-789582003	$186,056.05	$186,056.81
PERMA Member Trust Account xxx-xxxx-101.12-00	$1,715,525.46	$2,238,804.16
CAISO - City of Banning XXXXX6994	$127,477.81	$128,003.56
City of Banning - XXXXX5920 - Riverside Public Utilities (RPU)	$656,263.43	$735,944.58

Cash with Fiscal Agents US Bank	**$14,001,864.05**	**$16,573,281.44**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund	**$992,146.98**	**$952,200.02**
Total Restricted Cash and Investments	**$14,994,011.03**	**$17,525,481.46**
Grand Total Cash and Investments	**$64,139,239.58**	**$67,629,506.49**

BOND RESERVE INSURANCE POLICIES:

Insurance Policy and Purpose	Market Value
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	$2,428,543.76
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund- 277166004 Market Value	$2,205,497.50

FISCAL IMPACT:

Not applicable.

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the City of Banning's City Council and the California Government Code Section 53601.

I also certify that there exists adequate pooled cash available to meet the City's disbursement requirements for at least the next six months.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Attachment 1 - Investment Report October 2024.pdf
2. Attachment 2-City of Banning Broker Report October 2024.pdf
3. Attachment 3 - LAIF Market Valuation October 2024.pdf
4. Attachment 4 - PMIA-LAIF Performance Report October 2024.pdf

City of Banning
Report of Investments
October 2024

Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poors Rating	Moodys Rating	Maturity Duration	Par	Market Yield	Market Price	Market Value/Accrued Int	Percentage of Investments
State of California, Local Agency Investment Fund											
	City of Banning	Pooled Investment	N/A	N/A	N/A		$ 20,875,518.18	4.518	100.20611	$ 20,918,544.38	49.5%
	Successor Agency	Pooled Investment	N/A	N/A	N/A		$ 0.23	4.518	100.20611	$ 0.23	0.0%
							$ 20,875,518.41			**$ 20,918,544.61**	**49.5%**
US Bank- Broker Chandler Asset Management											
Government Agencies											
	Total ABS	Asset-Backed Securities	Various	AAA	Aaa	1.54	$ 540,000.00	4.660	101.1227	$ 546,062.63	1.28%
	Total Agency	Federal Agencies	Various	AA+	Aaa	1.01	$ 12,000,000.00	4.350	98.298	$ 11,795,818.80	28.5%
	Total Cash	Cash and Equivalents	Various	AAA	Aaa	0.00	$ 1,124.88	0.000	100.000	$ 1,124.88	0.0%
	Total Commercial Paper	Paper	62479LL78	NA	A-1	0.18	$ 300,000.00	5.650	99.906	$ 299,717.70	0.7%
	Total Corporate	Corporate	Various	A+	A1	0.59	$ 4,615,000.00	4.540	99.408	$ 4,587,678.74	11.0%
	Total Money Market	Money Market/Mutual Funds	31846V401	AAA	Aaa	0.00	$ 49,070.71	4.320	100.000	$ 49,070.71	0.1%
	Total US Treasury	US Treasuries	Various	AA+	Aaa	0.35	$ 3,750,000.00	4.530	99.167	$ 3,718,755.00	8.9%
							$ 21,255,195.59			**$ 20,998,228.46**	**50.5%**
Total Investments							**$ 42,130,714.00**			**$ 41,916,773.07**	**100.0%**

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of October 31, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of October 31, 2024

Portfolio Characteristics

Average Modified Duration	0.76
Average Coupon	2.45%
Average Purchase YTM	3.47%
Average Market YTM	4.45%
Average Quality	AA
Average Final Maturity	0.84
Average Life	0.77

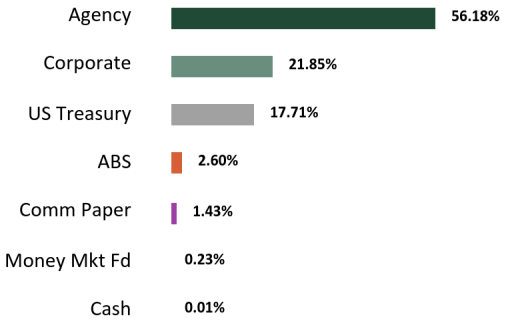
Account Summary

	Beg. Values as of 10/01/2024	End Values as of 10/31/2024
Market Value	20,890,661.64	20,998,228.81
Accrued Interest	142,071.23	62,356.44
Total Market Value	**21,032,732.87**	**21,060,585.25**
Income Earned	63,359.11	63,827.50
Cont/WD	0.00	0.00
Par	21,128,413.98	21,255,195.59
Book Value	21,046,772.86	21,190,126.48
Cost Value	20,947,923.78	21,088,746.65

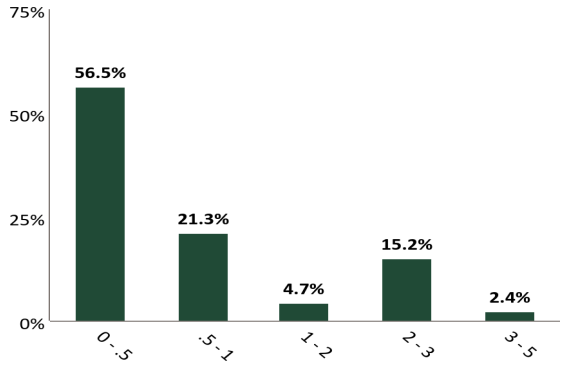
Top Issuers

Federal Home Loan Banks	42.20%
United States	17.71%
FHLMC	13.98%
Amazon.com, Inc.	2.36%
Exxon Mobil Corporation	2.34%
Mitsubishi UFJ Financial Group, Inc.	1.43%
Bank of America Corporation	1.26%
Royal Bank of Canada	1.24%

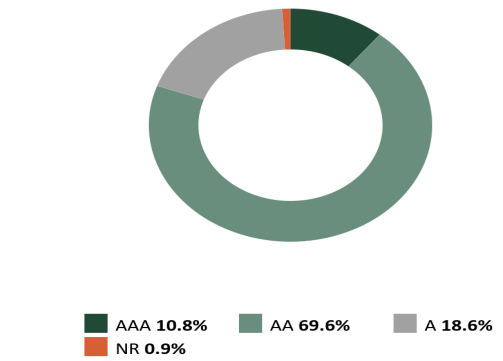
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.13%	1.49%	4.02%	6.35%	--	--	--	--	5.58%
Benchmark Return*	0.28%	1.34%	4.36%	5.99%	--	--	--	--	5.29%

*Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of October 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.6	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	1.4	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Days)	270	7	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	21.8	Compliant	
Max % Issuer (MV)	5.0	2.4	Compliant	
Max Maturity (Years)	5	2	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of October 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	56.2	Compliant	
Max % Issuer (MV)	30.0	42.2	Not Compliant	Inherited Securities
Max Callables (MV)	20.0	56.1	Not Compliant	Agency Callables; Inherited Securities; Client Directive Approved Strategy Shift
Max Maturity (Years)	5	2	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.2	Compliant	
Max % Issuer (MV)	20.0	0.2	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of October 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	17.7	Compliant	
Max Maturity (Years)	5	1	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of October 31, 2024

Maturities / Calls

Month to Date	**(800,000.00)**
Fiscal Year to Date	**(3,260,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**1,928,119.51**
Fiscal Year to Date	**7,044,716.09**

Sales

Month to Date	**(1,005,396.77)**
Fiscal Year to Date	**(3,391,152.37)**

Interest Received

Month to Date	**132,367.05**
Fiscal Year to Date	**232,414.51**

Purchased / Sold Interest

Month to Date	**(9,644.31)**
Fiscal Year to Date	**(18,850.79)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	21,046,772.86	20,890,632.11
Maturities/Calls	(800,000.00)	(3,260,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,928,119.51	7,044,716.09
Sales	(1,005,396.77)	(3,391,152.37)
Change in Cash, Payables, Receivables	(188.67)	(181,890.04)
Amortization/Accretion	20,819.55	87,820.69
Realized Gain (Loss)	0.00	(0.00)
Ending Book Value	21,190,126.48	21,190,126.48

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	20,890,661.64	20,501,414.03
Maturities/Calls	(800,000.00)	(3,260,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,928,119.51	7,044,716.09
Sales	(1,005,396.77)	(3,391,152.37)
Change in Cash, Payables, Receivables	(188.67)	(181,890.04)
Amortization/Accretion	20,819.55	87,820.69
Change in Net Unrealized Gain (Loss)	(35,786.45)	197,320.41
Realized Gain (Loss)	0.00	(0.00)
Ending Market Value	20,998,228.81	20,998,228.81

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Banning | Account #11089 | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	45,000.00	08/08/2023 5.36%	44,994.60 44,996.62	100.48 4.80%	45,215.93 73.98	0.22% 219.31	NA/AAA AAA	2.05 0.75
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	40,000.00	07/12/2023 5.47%	39,992.91 39,994.90	100.99 4.63%	40,395.75 36.47	0.19% 400.85	NA/AAA AAA	3.32 1.09
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	195,000.00	09/12/2023 5.40%	194,986.60 194,989.82	101.17 4.73%	197,272.12 474.93	0.94% 2,282.30	Aaa/NA AAA	3.54 1.42
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	45,000.00	07/11/2023 5.66%	44,998.26 44,998.72	101.03 4.62%	45,464.01 102.19	0.22% 465.30	Aaa/AAA NA	3.63 1.16
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	215,000.00	09/12/2023 5.29%	214,990.39 214,992.55	101.26 4.57%	217,714.81 499.76	1.04% 2,722.26	NA/AAA AAA	3.88 1.74
Total ABS		**540,000.00**	**5.38%**	**539,962.76 539,972.60**	**101.12 4.66%**	**546,062.61 1,187.32**	**2.60% 6,090.01**	**Aaa/AAA AAA**	**3.54 1.45**
AGENCY									
3130ARFY2	FEDERAL HOME LOAN BANKS 3.0 04/14/2025	3,000,000.00	04/14/2022 3.00%	3,000,000.00 3,000,000.00	99.50 4.12%	2,984,950.83 4,250.00	14.22% (15,049.17)	Aaa/AA+ AA+	0.45 0.44
3130ARGD7	FEDERAL HOME LOAN BANKS 4.0 04/14/2025	3,000,000.00	04/14/2022 3.00%	3,000,000.00 3,000,000.00	99.71 4.64%	2,991,313.53 5,666.67	14.25% (8,686.47)	Aaa/AA+ AA+	0.45 0.44
3134GW6Z4	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	3,000,000.00	10/30/2020 0.48%	3,000,000.00 3,000,000.00	97.82 4.35%	2,934,523.26 80.00	13.98% (65,476.74)	Aaa/AA+ AA+	0.57 0.57
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	96.17 4.29%	2,885,031.30 6,716.67	13.74% (114,968.70)	Aaa/AA+ AA+	2.41 2.30
Total Agency		**12,000,000.00**	**2.27%**	**12,000,000.00 12,000,000.00**	**98.32 4.35%**	**11,795,818.92 16,713.33**	**56.18% (204,181.08)**	**Aaa/AA+ AA+**	**0.96 0.93**
CASH									
CCYUSD	Receivable	1,124.88	-- 0.00%	1,124.88 1,124.88	1.00 0.00%	1,124.88 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,124.88**	**0.00%**	**1,124.88 1,124.88**	**1.00 0.00%**	**1,124.88 0.00**	**0.01% 0.00**	**Aaa/AAA AAA**	**0.00 0.00**
COMMERCIAL PAPER									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
62479LL78	MUFG Bank, Ltd. - New York Branch 11/07/2024	300,000.00	05/07/2024 5.50%	291,796.67 299,732.50	99.91 5.65%	299,717.70 0.00	1.43% (14.80)	P-1/A-1 NA	0.02 0.02
Total Commercial Paper		**300,000.00**	**5.50%**	**291,796.67** **299,732.50**	**99.91** **5.65%**	**299,717.70** **0.00**	**1.43%** **(14.80)**	**P-1/A-1** **NA**	**0.02** **0.02**
CORPORATE									
78015K7C2	ROYAL BANK OF CANADA 2.25 11/01/2024	260,000.00	04/30/2024 5.63%	255,754.20 260,000.00	100.00 2.25%	260,000.00 2,925.00	1.24% 0.00	A1/A AA-	0.00 0.32
857477AN3	STATE STREET CORP 3.3 12/16/2024	250,000.00	06/08/2023 5.30%	242,822.50 249,415.94	99.78 4.99%	249,456.51 3,093.75	1.19% 40.57	A1/A AA-	0.13 0.12
06368FAE9	BANK OF MONTREAL 1.5 01/10/2025	260,000.00	04/30/2024 5.62%	252,847.40 258,021.02	99.36 4.85%	258,335.69 1,202.50	1.23% 314.67	A2/A- AA-	0.19 0.19
02665WEA5	AMERICAN HONDA FINANCE CORP 1.5 01/13/2025	260,000.00	04/30/2024 5.58%	252,844.80 257,959.65	99.33 4.85%	258,261.99 1,170.00	1.23% 302.34	A3/A- A	0.20 0.20
63743HFC1	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025	260,000.00	05/07/2024 5.53%	253,151.60 257,550.57	99.17 5.02%	257,833.99 1,137.50	1.23% 283.42	A2/A- A	0.27 0.26
06406HDA4	BANK OF NEW YORK MELLON CORP 3.0 02/24/2025	260,000.00	04/30/2024 5.47%	254,958.60 258,054.49	99.42 4.86%	258,479.54 1,451.67	1.23% 425.04	A1/A AA-	0.32 0.31
00440EAS6	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	250,000.00	04/22/2024 5.44%	245,082.50 247,972.48	99.43 4.68%	248,580.38 1,006.25	1.18% 607.90	A2/A A	0.37 0.37
89236TGX7	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025	260,000.00	04/30/2024 5.53%	254,217.60 257,385.80	99.32 4.66%	258,220.28 650.00	1.23% 834.48	A1/A+ A+	0.42 0.41
023135CE4	AMAZON.COM INC 3.0 04/13/2025	500,000.00	06/08/2023 4.67%	485,440.00 496,463.07	99.31 4.56%	496,551.07 750.00	2.36% 88.00	A1/AA AA-	0.45 0.44
756109AV6	REALTY INCOME CORP 3.875 04/15/2025	260,000.00	05/14/2024 5.57%	256,105.20 258,075.92	99.60 4.76%	258,966.71 447.78	1.23% 890.79	A3/A- WR	0.45 0.45
6174468C6	MORGAN STANLEY 4.0 07/23/2025	260,000.00	09/12/2024 4.56%	258,780.61 258,971.50	99.55 4.63%	258,834.76 2,831.11	1.23% (136.74)	A1/A- A+	0.73 0.70
06051GFS3	BANK OF AMERICA CORP 3.875 08/01/2025	265,000.00	08/12/2024 4.88%	262,506.35 263,071.48	99.52 4.53%	263,720.44 2,567.19	1.26% 648.96	A1/A- AA-	0.75 0.72
20030NBN0	COMCAST CORP 3.375 08/15/2025	260,000.00	07/22/2024 5.17%	255,247.20 256,484.40	99.01 4.66%	257,422.88 1,852.50	1.23% 938.48	A3/A- A-	0.79 0.76
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	260,000.00	07/09/2024 5.06%	257,056.80 257,846.27	99.63 4.50%	259,027.02 1,550.25	1.23% 1,180.75	A1/A A+	0.85 0.82

HOLDINGS REPORT

City of Banning | Account #11089 | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 490,771.33	98.21 4.44%	491,048.26 2,535.83	2.34% 276.93	Aa2/AA- NA	1.33 1.28
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 254,226.48	101.18 4.52%	252,939.33 5,074.51	1.20% (1,287.15)	Aa2/A+ AA	2.10 1.86
Total Corporate		**4,615,000.00**	**5.11%**	**4,522,232.86 4,582,270.40**	**99.41 4.54%**	**4,587,678.84 30,245.84**	**21.85% 5,408.44**	**A1/A A+**	**0.62 0.61**
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	49,070.71	-- 4.29%	49,070.71 49,070.71	1.00 4.32%	49,070.71 0.00	0.23% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**49,070.71**	**4.29%**	**49,070.71 49,070.71**	**1.00 4.32%**	**49,070.71 0.00**	**0.23% 0.00**	**Aaa/ AAAm AAA**	**0.00 0.00**
US TREASURY									
91282CDH1	UNITED STATES TREASURY 0.75 11/15/2024	300,000.00	04/30/2024 5.40%	292,699.22 299,483.78	99.85 4.70%	299,548.40 1,039.40	1.43% 64.61	Aaa/AA+ AA+	0.04 0.04
912797LP0	UNITED STATES TREASURY 12/12/2024	300,000.00	09/16/2024 4.87%	296,594.04 298,376.23	99.48 4.67%	298,432.98 0.00	1.42% 56.75	P-1/A-1+ F1+	0.11 0.11
91282CDN8	UNITED STATES TREASURY 1.0 12/15/2024	300,000.00	04/30/2024 5.34%	292,125.00 298,480.26	99.56 4.69%	298,668.75 1,139.34	1.42% 188.49	Aaa/AA+ AA+	0.12 0.12
912797LQ8	UNITED STATES TREASURY 12/19/2024	250,000.00	06/24/2024 5.35%	243,679.01 248,285.83	99.39 4.64%	248,483.33 0.00	1.18% 197.50	P-1/A-1+ F1+	0.13 0.13
912797LR6	UNITED STATES TREASURY 01/02/2025	225,000.00	08/19/2024 5.00%	220,916.25 223,124.50	99.22 4.61%	223,249.95 0.00	1.06% 125.45	P-1/A-1+ F1+	0.17 0.17
91282CDS7	UNITED STATES TREASURY 1.125 01/15/2025	250,000.00	06/24/2024 5.31%	244,355.47 247,924.81	99.29 4.64%	248,217.77 833.05	1.18% 292.97	Aaa/AA+ AA+	0.21 0.20
912797MK0	UNITED STATES TREASURY 02/13/2025	225,000.00	08/19/2024 4.97%	219,703.28 221,887.80	98.72 4.55%	222,120.50 0.00	1.06% 232.70	P-1/A-1+ F1+	0.29 0.28
912797KA4	UNITED STATES TREASURY 02/20/2025	325,000.00	09/24/2024 4.50%	319,191.26 320,643.45	98.64 4.56%	320,570.79 0.00	1.53% (72.65)	P-1/A-1+ F1+	0.31 0.30
912797MM6	UNITED STATES TREASURY 03/06/2025	575,000.00	-- 4.48%	564,689.77 566,338.07	98.47 4.52%	566,230.25 0.00	2.70% (107.82)	P-1/A-1+ F1+	0.34 0.34

HOLDINGS REPORT

City of Banning | Account #11089 | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	500,000.00	10/21/2024 4.30%	495,468.75 495,660.75	99.10 4.36%	495,478.52 5,459.36	2.36% (182.24)	Aaa/AA+ AA+	0.62 0.60
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 497,749.90	99.55 4.26%	497,753.91 5,738.79	2.37% 4.01	Aaa/AA+ AA+	1.21 1.15
Total US Treasury		**3,750,000.00**	**4.78%**	**3,684,558.77** **3,717,955.38**	**99.17** **4.53%**	**3,718,755.14** **14,209.95**	**17.71%** **799.76**	**Aaa/AAA** **AAA**	**0.40** **0.38**
Total Portfolio		**21,255,195.59**	**3.47%**	**21,088,746.65** **21,190,126.48**	**98.57** **4.45%**	**20,998,228.81** **62,356.44**	**100.00%** **(191,897.67)**	**Aa2/AA-** **AA**	**0.84** **0.76**
Total Market Value + Accrued						**21,060,585.25**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of October 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/01/2024	31846V401	3,900.00	FIRST AMER:GVT OBLG D	1.000	4.38%	(3,900.00)	0.00	(3,900.00)	0.00
Purchase	10/01/2024	31846V401	1,313.55	FIRST AMER:GVT OBLG D	1.000	4.38%	(1,313.55)	0.00	(1,313.55)	0.00
Purchase	10/10/2024	31846V401	300,000.00	FIRST AMER:GVT OBLG D	1.000	4.32%	(300,000.00)	0.00	(300,000.00)	0.00
Purchase	10/15/2024	31846V401	890.50	FIRST AMER:GVT OBLG D	1.000	4.31%	(890.50)	0.00	(890.50)	0.00
Purchase	10/15/2024	31846V401	69,724.54	FIRST AMER:GVT OBLG D	1.000	4.31%	(69,724.54)	0.00	(69,724.54)	0.00
Purchase	10/15/2024	31846V401	48,750.00	FIRST AMER:GVT OBLG D	1.000	4.31%	(48,750.00)	0.00	(48,750.00)	0.00
Purchase	10/16/2024	31846V401	204.38	FIRST AMER:GVT OBLG D	1.000	4.32%	(204.38)	0.00	(204.38)	0.00
Purchase	10/17/2024	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026	101.725	4.23%	(254,312.50)	(4,577.71)	(258,890.21)	0.00
Purchase	10/17/2024	31846V401	500,000.00	FIRST AMER:GVT OBLG D	1.000	4.33%	(500,000.00)	0.00	(500,000.00)	0.00
Purchase	10/21/2024	31846V401	201.75	FIRST AMER:GVT OBLG D	1.000	4.32%	(201.75)	0.00	(201.75)	0.00
Purchase	10/22/2024	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025	99.094	4.30%	(495,468.75)	(5,066.60)	(500,535.35)	0.00
Purchase	10/25/2024	31846V401	182.33	FIRST AMER:GVT OBLG D	1.000	4.33%	(182.33)	0.00	(182.33)	0.00
Purchase	10/25/2024	912797MM6	250,000.00	UNITED STATES TREASURY 03/06/2025	98.388	4.53%	(245,971.21)	0.00	(245,971.21)	0.00
Purchase	10/29/2024	31846V401	7,200.00	FIRST AMER:GVT OBLG D	1.000	4.33%	(7,200.00)	0.00	(7,200.00)	0.00
Total Purchase			**1,932,367.05**				**(1,928,119.51)**	**(9,644.31)**	**(1,937,763.82)**	**0.00**
TOTAL ACQUISITIONS			**1,932,367.05**				**(1,928,119.51)**	**(9,644.31)**	**(1,937,763.82)**	**0.00**
OTHER										
Maturity	10/10/2024	912797KT3	(300,000.00)	UNITED STATES TREASURY 10/10/2024	100.000	0.00%	300,000.00	0.00	300,000.00	0.00
Maturity	10/17/2024	912797KU0	(500,000.00)	UNITED STATES TREASURY 10/17/2024	100.000	0.00%	500,000.00	0.00	500,000.00	0.00
Total Maturity			**(800,000.00)**				**800,000.00**	**0.00**	**800,000.00**	**0.00**
Sale	10/17/2024	31846V401	(258,890.21)	FIRST AMER:GVT OBLG D	1.000	4.33%	258,890.21	0.00	258,890.21	0.00
Sale	10/22/2024	31846V401	(500,535.35)	FIRST AMER:GVT OBLG D	1.000	4.31%	500,535.35	0.00	500,535.35	0.00
Sale	10/25/2024	31846V401	(245,971.21)	FIRST AMER:GVT OBLG D	1.000	4.33%	245,971.21	0.00	245,971.21	0.00
Total Sale			**(1,005,396.77)**				**1,005,396.77**	**0.00**	**1,005,396.77**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of October 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL OTHER TRANSACTIONS			**(1,805,396.77)**				**1,805,396.77**	**0.00**	**1,805,396.77**	**0.00**
OTHER										
Coupon	10/01/2024	89236TGX7	0.00	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025		5.53%	3,900.00	0.00	3,900.00	0.00
Coupon	10/13/2024	023135CE4	0.00	AMAZON.COM INC 3.0 04/13/2025		4.67%	7,500.00	0.00	7,500.00	0.00
Coupon	10/14/2024	3130ARFY2	0.00	FEDERAL HOME LOAN BANKS 3.0 04/14/2025		3.00%	45,000.00	0.00	45,000.00	0.00
Coupon	10/14/2024	3130ARGD7	0.00	FEDERAL HOME LOAN BANKS 4.0 04/14/2025		4.00%	60,000.00	0.00	60,000.00	0.00
Coupon	10/15/2024	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2028		5.29%	937.04	0.00	937.04	0.00
Coupon	10/15/2024	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	890.50	0.00	890.50	0.00
Coupon	10/15/2024	756109AV6	0.00	REALTY INCOME CORP 3.875 04/15/2025		5.57%	5,037.50	0.00	5,037.50	0.00
Coupon	10/16/2024	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	204.38	0.00	204.38	0.00
Coupon	10/20/2024	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.45%	201.75	0.00	201.75	0.00
Coupon	10/25/2024	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.54%	182.33	0.00	182.33	0.00
Coupon	10/29/2024	3134GW6Z4	0.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025		0.48%	7,200.00	0.00	7,200.00	0.00
Total Coupon			**0.00**				**131,053.50**	**0.00**	**131,053.50**	**0.00**
Dividend	10/31/2024	31846V401	0.00	FIRST AMER:GVT OBLG D		4.32%	1,124.88	0.00	1,124.88	0.00
Total Dividend			**0.00**				**1,124.88**	**0.00**	**1,124.88**	**0.00**
TOTAL OTHER TRANSACTIONS			**0.00**				**132,178.38**	**0.00**	**132,178.38**	**0.00**

INCOME EARNED

City of Banning | Account #11089 | As of October 31, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	49,070.71	122,100.43 932,367.05 (1,005,396.77) 49,070.71	0.00 1,313.55 0.00 1,313.55	0.00 0.00 0.00 1,313.55	1,313.55
912797LP0	UNITED STATES TREASURY 12/12/2024	09/16/2024 09/17/2024 300,000.00	297,148.50 0.00 0.00 298,376.23	0.00 0.00 0.00 0.00	1,227.73 0.00 1,227.73 1,227.73	1,227.73
CCYUSD	Receivable	1,124.88	1,313.55 0.00 0.00 1,124.88	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**350,195.59**	**420,562.48 932,367.05 (1,005,396.77) 348,571.82**	**0.00 1,313.55 0.00 1,313.55**	**1,227.73 0.00 1,227.73 2,541.28**	**2,541.28**
FIXED INCOME						
00440EAS6	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	04/22/2024 04/24/2024 250,000.00	247,503.42 0.00 0.00 247,972.48	350.00 0.00 1,006.25 656.25	469.05 0.00 469.05 1,125.30	1,125.30
023135CE4	AMAZON.COM INC 3.0 04/13/2025	06/08/2023 06/12/2023 500,000.00	495,790.40 0.00 0.00 496,463.07	7,000.00 7,500.00 750.00 1,250.00	672.67 0.00 672.67 1,922.67	1,922.67
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	09/12/2023 09/19/2023 215,000.00	214,992.38 0.00 0.00 214,992.55	499.76 937.04 499.76 937.04	0.16 0.00 0.16 937.20	937.20
02665WEA5	AMERICAN HONDA FINANCE CORP 1.5 01/13/2025	04/30/2024 05/02/2024 260,000.00	257,093.20 0.00 0.00 257,959.65	845.00 0.00 1,170.00 325.00	866.45 0.00 866.45 1,191.45	1,191.45

INCOME EARNED

City of Banning | Account #11089 | As of October 31, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 40,000.00	39,994.77 0.00 0.00 39,994.90	36.47 182.33 36.47 182.33	0.13 0.00 0.13 182.46	182.46
06051GFS3	BANK OF AMERICA CORP 3.875 08/01/2025	08/12/2024 08/13/2024 265,000.00	262,852.49 0.00 0.00 263,071.48	1,711.46 0.00 2,567.19 855.73	218.99 0.00 218.99 1,074.72	1,074.72
06368FAE9	BANK OF MONTREAL 1.5 01/10/2025	04/30/2024 05/02/2024 260,000.00	257,144.61 0.00 0.00 258,021.02	877.50 0.00 1,202.50 325.00	876.41 0.00 876.41 1,201.41	1,201.41
06406HDA4	BANK OF NEW YORK MELLON CORP 3.0 02/24/2025	04/30/2024 05/02/2024 260,000.00	257,530.05 0.00 0.00 258,054.49	801.67 0.00 1,451.67 650.00	524.44 0.00 524.44 1,174.44	1,174.44
20030NBN0	COMCAST CORP 3.375 08/15/2025	07/22/2024 07/23/2024 260,000.00	256,104.66 0.00 0.00 256,484.40	1,121.25 0.00 1,852.50 731.25	379.73 0.00 379.73 1,110.98	1,110.98
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	07/09/2024 07/10/2024 260,000.00	257,631.59 0.00 0.00 257,846.27	672.75 0.00 1,550.25 877.50	214.68 0.00 214.68 1,092.18	1,092.18
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	490,181.45 0.00 0.00 490,771.33	1,267.92 0.00 2,535.83 1,267.92	589.87 0.00 589.87 1,857.79	1,857.79
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	216.67 0.00 6,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
3130ARFY2	FEDERAL HOME LOAN BANKS 3.0 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	41,750.00 45,000.00 4,250.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00

INCOME EARNED

City of Banning | Account #11089 | As of October 31, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130ARGD7	FEDERAL HOME LOAN BANKS 4.0 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	55,666.67 60,000.00 5,666.67 10,000.00	0.00 0.00 0.00 10,000.00	10,000.00
3134GW6Z4	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	10/30/2020 10/30/2020 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	6,080.00 7,200.00 80.00 1,200.00	0.00 0.00 0.00 1,200.00	1,200.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 45,000.00	44,998.69 0.00 0.00 44,998.72	102.19 204.38 102.19 204.38	0.03 0.00 0.03 204.41	204.41
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/11/2023 45,000.00	44,996.48 0.00 0.00 44,996.62	73.98 201.75 73.98 201.75	0.14 0.00 0.14 201.89	201.89
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 195,000.00	194,989.58 0.00 0.00 194,989.82	474.93 890.50 474.93 890.50	0.24 0.00 0.24 890.74	890.74
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	0.00 254,312.50 0.00 254,226.48	0.00 (4,577.71) 5,074.51 496.80	0.00 (86.02) (86.02) 410.78	410.78
6174468C6	MORGAN STANLEY 4.0 07/23/2025	09/12/2024 09/13/2024 260,000.00	258,850.73 0.00 0.00 258,971.50	1,964.44 0.00 2,831.11 866.67	120.77 0.00 120.77 987.44	987.44
62479LL78	MUFG Bank, Ltd. - New York Branch 11/07/2024	05/07/2024 05/07/2024 300,000.00	298,350.42 0.00 0.00 299,732.50	0.00 0.00 0.00 0.00	1,382.08 0.00 1,382.08 1,382.08	1,382.08
63743HFC1	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025	05/07/2024 05/09/2024 260,000.00	256,775.75 0.00 0.00 257,550.57	731.25 0.00 1,137.50 406.25	774.82 0.00 774.82 1,181.07	1,181.07

INCOME EARNED

City of Banning | Account #11089 | As of October 31, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
756109AV6	REALTY INCOME CORP 3.875 04/15/2025	05/14/2024 05/16/2024 260,000.00	257,714.43 0.00 0.00 258,075.92	4,645.69 5,037.50 447.78 839.58	361.49 0.00 361.49 1,201.08	1,201.08
78015K7C2	ROYAL BANK OF CANADA 2.25 11/01/2024	04/30/2024 05/02/2024 260,000.00	259,280.77 0.00 0.00 260,000.00	2,437.50 0.00 2,925.00 487.50	719.23 0.00 719.23 1,206.73	1,206.73
857477AN3	STATE STREET CORP 3.3 12/16/2024	06/08/2023 06/12/2023 250,000.00	249,013.58 0.00 0.00 249,415.94	2,406.25 0.00 3,093.75 687.50	402.36 0.00 402.36 1,089.86	1,089.86
89236TGX7	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025	04/30/2024 05/02/2024 260,000.00	256,849.11 0.00 0.00 257,385.80	3,900.00 3,900.00 650.00 650.00	536.69 0.00 536.69 1,186.69	1,186.69
912797KA4	UNITED STATES TREASURY 02/20/2025	09/24/2024 09/25/2024 325,000.00	319,426.75 0.00 0.00 320,643.45	0.00 0.00 0.00 0.00	1,216.70 0.00 1,216.70 1,216.70	1,216.70
912797KT3	UNITED STATES TREASURY 10/10/2024	05/23/2024 05/24/2024 0.00	299,610.28 0.00 (300,000.00) 0.00	0.00 0.00 0.00 0.00	389.72 0.00 389.72 389.72	389.72
912797KU0	UNITED STATES TREASURY 10/17/2024	0.00	498,849.22 0.00 (500,000.00) 0.00	0.00 0.00 0.00 0.00	1,150.78 0.00 1,150.78 1,150.78	1,150.78
912797LQ8	UNITED STATES TREASURY 12/19/2024	06/24/2024 06/25/2024 250,000.00	247,178.77 0.00 0.00 248,285.83	0.00 0.00 0.00 0.00	1,107.07 0.00 1,107.07 1,107.07	1,107.07
912797LR6	UNITED STATES TREASURY 01/02/2025	08/19/2024 08/20/2024 225,000.00	222,186.75 0.00 0.00 223,124.50	0.00 0.00 0.00 0.00	937.75 0.00 937.75 937.75	937.75

INCOME EARNED

City of Banning | Account #11089 | As of October 31, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797MK0	UNITED STATES TREASURY 02/13/2025	08/19/2024 08/20/2024 225,000.00	220,960.13 0.00 0.00 221,887.80	0.00 0.00 0.00 0.00	927.67 0.00 927.67 927.67	927.67
912797MM6	UNITED STATES TREASURY 03/06/2025	575,000.00	318,951.21 245,971.21 0.00 566,338.07	0.00 0.00 0.00 0.00	1,415.65 0.00 1,415.65 1,415.65	1,415.65
91282CDH1	UNITED STATES TREASURY 0.75 11/15/2024	04/30/2024 05/01/2024 300,000.00	298,340.73 0.00 0.00 299,483.78	849.86 0.00 1,039.40 189.54	1,143.05 0.00 1,143.05 1,332.59	1,332.59
91282CDN8	UNITED STATES TREASURY 1.0 12/15/2024	04/30/2024 05/01/2024 300,000.00	297,409.54 0.00 0.00 298,480.26	885.25 0.00 1,139.34 254.10	1,070.72 0.00 1,070.72 1,324.82	1,324.82
91282CDS7	UNITED STATES TREASURY 1.125 01/15/2025	06/24/2024 06/25/2024 250,000.00	247,067.06 0.00 0.00 247,924.81	596.13 0.00 833.05 236.92	857.75 0.00 857.75 1,094.67	1,094.67
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	10/21/2024 10/22/2024 500,000.00	0.00 495,468.75 0.00 495,660.75	0.00 (5,066.60) 5,459.36 392.76	192.00 0.00 192.00 584.76	584.76
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 500,000.00	497,591.37 0.00 0.00 497,749.90	4,106.66 0.00 5,738.79 1,632.13	158.53 0.00 158.53 1,790.66	1,790.66
Total Fixed Income		**20,905,000.00**	**20,626,210.38 995,752.46 (800,000.00) 20,841,554.66**	**142,071.23 121,409.19 62,356.44 41,694.40**	**19,677.84 (86.02) 19,591.82 61,286.22**	**61,286.22**
TOTAL PORTFOLIO		**21,255,195.59**	**21,046,772.86 1,928,119.51 (1,805,396.77) 21,190,126.48**	**142,071.23 122,722.74 62,356.44 43,007.95**	**20,905.57 (86.02) 20,819.55 63,827.50**	**63,827.50**

CASH FLOW REPORT

City of Banning | Account #11089 | As of October 31, 2024

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
NOVEMBER 2024							
11/01/2024	Dividend	31846V401	0.00		1,124.88		1,124.88
11/01/2024	Coupon	78015K7C2	0.00	ROYAL BANK OF CANADA 2.25 11/01/2024		2,925.00	2,925.00
11/01/2024	Maturity	78015K7C2	(260,000.00)	ROYAL BANK OF CANADA 2.25 11/01/2024	260,000.00		260,000.00
11/07/2024	Final Maturity	62479LL78	300,000.00	MUFG Bank, Ltd. - New York Branch 11/07/2024	300,000.00		300,000.00
11/15/2024	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
11/15/2024	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
11/15/2024	Coupon	91282CDH1	300,000.00	UNITED STATES TREASURY 0.75 11/15/2024		1,125.00	1,125.00
11/15/2024	Final Maturity	91282CDH1	300,000.00	UNITED STATES TREASURY 0.75 11/15/2024	300,000.00		300,000.00
11/18/2024	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
11/20/2024	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		201.75	201.75
11/25/2024	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		182.33	182.33
November 2024 Total					**861,124.88**	**6,466.00**	**867,590.88**
DECEMBER 2024							
12/09/2024	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
12/12/2024	Final Maturity	912797LP0	300,000.00	UNITED STATES TREASURY 12/12/2024	300,000.00		300,000.00
12/16/2024	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
12/16/2024	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
12/16/2024	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
12/16/2024	Coupon	857477AN3	250,000.00	STATE STREET CORP 3.3 12/16/2024		4,125.00	4,125.00
12/16/2024	Final Maturity	857477AN3	250,000.00	STATE STREET CORP 3.3 12/16/2024	250,000.00		250,000.00
12/16/2024	Coupon	91282CDN8	300,000.00	UNITED STATES TREASURY 1.0 12/15/2024		1,500.00	1,500.00
12/16/2024	Final Maturity	91282CDN8	300,000.00	UNITED STATES TREASURY 1.0 12/15/2024	300,000.00		300,000.00
12/16/2024	Coupon	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025		7,187.50	7,187.50
12/19/2024	Final Maturity	912797LQ8	250,000.00	UNITED STATES TREASURY 12/19/2024	250,000.00		250,000.00
12/20/2024	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		201.75	201.75
12/25/2024	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		182.33	182.33
December 2024 Total					**1,100,000.00**	**21,616.00**	**1,121,616.00**
JANUARY 2025							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/02/2025	Final Maturity	912797LR6	225,000.00	UNITED STATES TREASURY 01/02/2025	225,000.00		225,000.00
01/10/2025	Coupon	06368FAE9	260,000.00	BANK OF MONTREAL 1.5 01/10/2025		1,950.00	1,950.00
01/10/2025	Final Maturity	06368FAE9	260,000.00	BANK OF MONTREAL 1.5 01/10/2025	260,000.00		260,000.00
01/13/2025	Coupon	02665WEA5	260,000.00	AMERICAN HONDA FINANCE CORP 1.5 01/13/2025		1,950.00	1,950.00
01/13/2025	Final Maturity	02665WEA5	260,000.00	AMERICAN HONDA FINANCE CORP 1.5 01/13/2025	260,000.00		260,000.00
01/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
01/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
01/15/2025	Coupon	91282CDS7	250,000.00	UNITED STATES TREASURY 1.125 01/15/2025		1,406.25	1,406.25
01/15/2025	Final Maturity	91282CDS7	250,000.00	UNITED STATES TREASURY 1.125 01/15/2025	250,000.00		250,000.00
01/15/2025	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
01/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		201.75	201.75
01/23/2025	Coupon	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025		5,200.00	5,200.00
01/27/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		182.33	182.33
January 2025 Total					**995,000.00**	**22,609.75**	**1,017,609.75**
FEBRUARY 2025							
02/03/2025	Coupon	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025		5,134.38	5,134.38
02/07/2025	Coupon	63743HFC1	260,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025		2,437.50	2,437.50
02/07/2025	Final Maturity	63743HFC1	260,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025	260,000.00		260,000.00
02/13/2025	Final Maturity	912797MK0	225,000.00	UNITED STATES TREASURY 02/13/2025	225,000.00		225,000.00
02/17/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
02/17/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
02/18/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
02/18/2025	Coupon	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025		4,387.50	4,387.50
02/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		201.75	201.75
02/20/2025	Final Maturity	912797KA4	325,000.00	UNITED STATES TREASURY 02/20/2025	325,000.00		325,000.00
02/24/2025	Coupon	06406HDA4	260,000.00	BANK OF NEW YORK MELLON CORP 3.0 02/24/2025		3,900.00	3,900.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/24/2025	Final Maturity	06406HDA4	260,000.00	BANK OF NEW YORK MELLON CORP 3.0 02/24/2025	260,000.00		260,000.00
02/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		182.33	182.33
February 2025 Total					**1,070,000.00**	**18,275.38**	**1,088,275.38**
MARCH 2025							
03/03/2025	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/06/2025	Final Maturity	912797MM6	575,000.00	UNITED STATES TREASURY 03/06/2025	575,000.00		575,000.00
03/10/2025	Coupon	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025		5,265.00	5,265.00
03/17/2025	Coupon	00440EAS6	250,000.00	CHUBB INA HOLDINGS LLC 3.15 03/15/2025		3,937.50	3,937.50
03/17/2025	Final Maturity	00440EAS6	250,000.00	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	250,000.00		250,000.00
03/17/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
03/17/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
03/17/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
03/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		201.75	201.75
03/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	4,624.22		4,624.22
03/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		182.33	182.33
03/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	1,061.19		1,061.19
03/31/2025	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
March 2025 Total					**830,685.41**	**58,226.00**	**888,911.41**
APRIL 2025							
04/01/2025	Coupon	89236TGX7	260,000.00	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025		3,900.00	3,900.00
04/01/2025	Final Maturity	89236TGX7	260,000.00	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025	260,000.00		260,000.00
04/14/2025	Coupon	023135CE4	500,000.00	AMAZON.COM INC 3.0 04/13/2025		7,500.00	7,500.00
04/14/2025	Final Maturity	023135CE4	500,000.00	AMAZON.COM INC 3.0 04/13/2025	500,000.00		500,000.00
04/14/2025	Coupon	3130ARFY2	3,000,000.00	FEDERAL HOME LOAN BANKS 3.0 04/14/2025		45,000.00	45,000.00
04/14/2025	Final Maturity	3130ARFY2	3,000,000.00	FEDERAL HOME LOAN BANKS 3.0 04/14/2025	3,000,000.00		3,000,000.00
04/14/2025	Coupon	3130ARGD7	3,000,000.00	FEDERAL HOME LOAN BANKS 4.0 04/14/2025		60,000.00	60,000.00
04/14/2025	Final Maturity	3130ARGD7	3,000,000.00	FEDERAL HOME LOAN BANKS 4.0 04/14/2025	3,000,000.00		3,000,000.00
04/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
04/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
04/15/2025	Coupon	756109AV6	260,000.00	REALTY INCOME CORP 3.875 04/15/2025		5,037.50	5,037.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2025	Final Maturity	756109AV6	260,000.00	REALTY INCOME CORP 3.875 04/15/2025	260,000.00		260,000.00
04/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
04/21/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		181.02	181.02
04/21/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	4,674.55		4,674.55
04/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		177.50	177.50
04/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,530.10		2,530.10
04/29/2025	Coupon	3134GW6Z4	3,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025		7,200.00	7,200.00
April 2025 Total					**7,027,204.65**	**131,027.93**	**7,158,232.58**
MAY 2025							
05/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
05/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
05/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
05/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	983.05		983.05
05/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		160.06	160.06
05/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	5,876.98		5,876.98
05/26/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		165.96	165.96
05/26/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,409.57		2,409.57
05/29/2025	Coupon	3134GW6Z4	3,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025		1,200.00	1,200.00
05/29/2025	Final Maturity	3134GW6Z4	3,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	3,000,000.00		3,000,000.00
May 2025 Total					**3,009,269.60**	**3,557.94**	**3,012,827.54**
JUNE 2025							
06/09/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/16/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
06/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		199.91	199.91
06/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,983.01		1,983.01
06/16/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
06/16/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	9,056.49		9,056.49
06/16/2025	Coupon	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025		7,187.50	7,187.50
06/16/2025	Final Maturity	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025	500,000.00		500,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		133.71	133.71
06/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	5,335.58		5,335.58
06/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		154.98	154.98
06/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,365.38		2,365.38
June 2025 Total					**518,740.45**	**15,891.14**	**534,631.60**
JULY 2025							
07/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
07/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		849.14	849.14
07/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	13,482.39		13,482.39
07/15/2025	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
07/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		190.90	190.90
07/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,520.14		2,520.14
07/21/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		109.79	109.79
07/21/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	5,102.76		5,102.76
07/23/2025	Coupon	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025		5,200.00	5,200.00
07/23/2025	Final Maturity	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025	260,000.00		260,000.00
07/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		144.20	144.20
07/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,181.21		2,181.21
July 2025 Total					**283,286.49**	**17,118.58**	**300,405.07**
AUGUST 2025							
08/01/2025	Coupon	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025		5,134.38	5,134.38
08/01/2025	Final Maturity	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025	265,000.00		265,000.00
08/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
08/15/2025	Coupon	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025		4,387.50	4,387.50
08/15/2025	Final Maturity	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025	260,000.00		260,000.00
08/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		787.57	787.57
08/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,309.44		10,309.44
08/18/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		179.46	179.46
08/18/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,445.56		2,445.56
08/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		86.91	86.91
08/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	4,875.07		4,875.07
08/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		134.25	134.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,116.01		2,116.01
August 2025 Total					**544,746.07**	**11,647.12**	**556,393.18**
SEPTEMBER 2025							
09/02/2025	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
09/08/2025	Coupon	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025		5,265.00	5,265.00
09/08/2025	Final Maturity	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	260,000.00		260,000.00
09/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
09/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		740.49	740.49
09/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	8,187.37		8,187.37
09/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		168.35	168.35
09/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,399.05		2,399.05
09/22/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		65.06	65.06
09/22/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	5,614.12		5,614.12
09/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		124.61	124.61
09/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,073.13		2,073.13
09/30/2025	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
September 2025 Total					**278,273.66**	**53,908.05**	**332,181.71**
Grand Total			**50,435,000.00**		**16,518,331.21**	**360,343.88**	**16,878,675.09**

IMPORTANT DISCLOSURES

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

BENCHMARK INDEX & DISCLOSURES

City of Banning | Account #11089 | As of October 31, 2024

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

State of California
Pooled Money Investment Account
Market Valuation
10/31/2024

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 32,880,087,469.34	$ 33,209,972,758.50	NA
Notes	$ 51,186,320,513.47	$ 51,146,166,820.00	$ 446,045,364.45
Federal Agency:			
SBA	$ 228,608,046.51	$ 231,963,177.14	$ 1,106,822.11
MBS-REMICs	$ 1,289,555.20	$ 1,272,032.72	$ 5,625.58
Debentures	$ 7,976,077,761.97	$ 7,956,721,050.00	$ 58,558,711.95
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 2,100,000,000.00	$ 2,101,528,500.00	$ 10,225,250.00
Discount Notes	$ 26,411,859,972.15	$ 26,761,597,600.00	NA
Supranational Debentures	$ 3,095,143,614.33	$ 3,079,091,500.00	$ 24,723,206.05
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes			
CDs and YCDs	$ 14,650,000,000.00	$ 14,655,477,794.91	$ 217,034,631.99
Commercial Paper	$ 11,009,054,666.67	$ 11,138,780,180.59	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 918,470,924.34	$ 909,016,955.00	$ 6,994,443.39
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,268,500,000.00	$ 5,268,500,000.00	NA
PMIA & GF Loans	$ 194,249,000.00	$ 194,249,000.00	NA
TOTAL	$ 155,919,661,523.98	$ 156,654,337,368.86	$ 764,694,055.52

Fair Value Including Accrued Interest $ 157,419,031,424.38

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

PMIA/LAIF Performance Report as of 11/06/24

Quarterly Performance Quarter Ended 09/30/24

LAIF Apportionment Rate[2]:	4.71
LAIF Earnings Ratio[2]:	0.00012912073474208
LAIF Administrative Cost[1]*:	0.26
LAIF Fair Value Factor[1]:	1.002061084
PMIA Daily[1]:	4.58
PMIA Quarter to Date[1]:	4.56
PMIA Average Life[1]:	231

PMIA Average Monthly Effective Yields[1]

October	**4.518**
September	4.575
August	4.579
July	4.516
June	4.480
May	4.332

Pooled Money Investment Account Monthly Portfolio Composition [1] 9/30/24 $161.6 billion

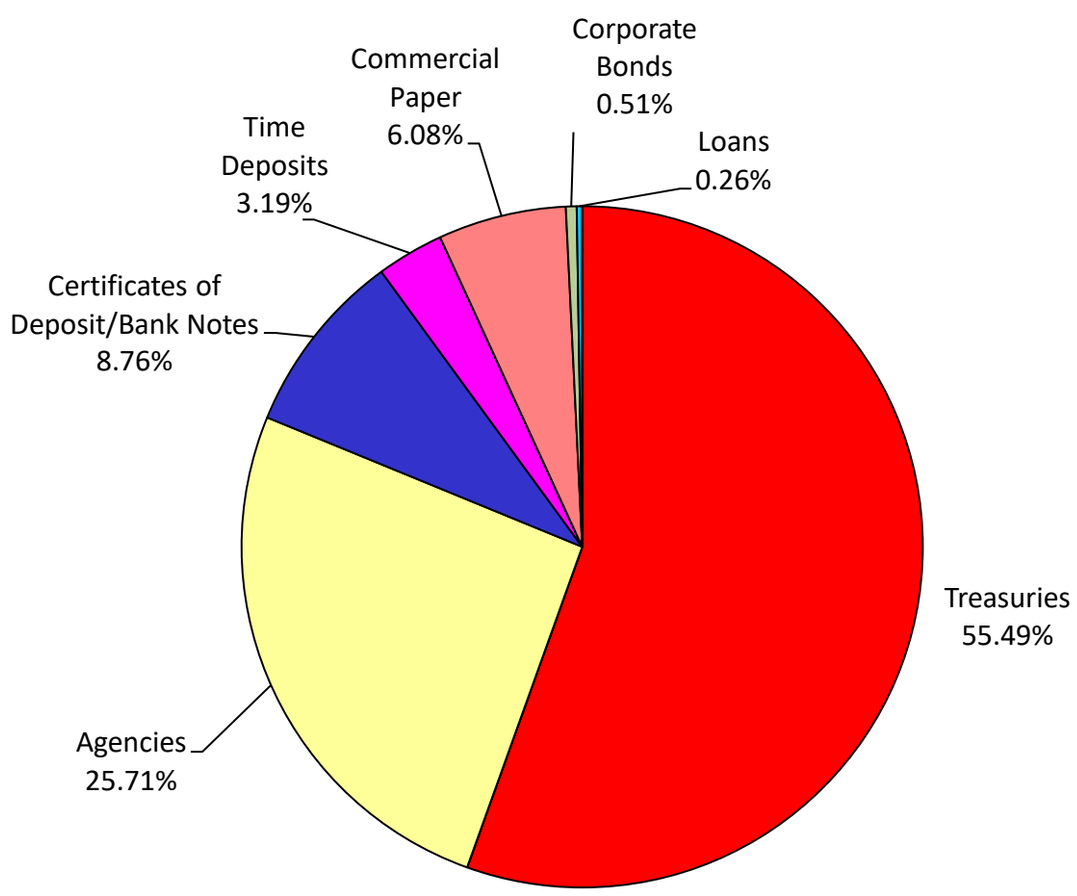

Chart does not include $1,343,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2024-25, Period 4, October 2024**

RECOMMENDATION:

Receive and file Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2024-25, Period 4, October 2024.

BACKGROUND:

Per Government Code Section 41004, regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances. The city treasurer shall file a copy with the legislative body.

JUSTIFICATION:

Reporting mandated by Government Code Section 41001.

FISCAL IMPACT:

None. This report only shows the results of operations.

ALTERNATIVES:

Not Applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Receipts Disbursements and Net Cash Flows.pdf
2. Disbursements Detail.pdf
3. Cash Balances.pdf
4. Monthly Fund Balances.pdf

Receipts, Disbursements, and Net Cash Flows

			FY Values		
			25		
Fund	Fund Description	Period	Receipts	Disbursements	Net Cash Flow
001	GENERAL FUND	1	13,552,463.07	8,396,828.63	5,155,634.44
		2	3,549,022.16	4,390,741.07	(841,291.67)
		3	2,102,879.99	4,551,719.57	(2,448,839.58)
		4	2,736,039.77	3,225,830.16	(489,790.39)
	GENERAL FUND Total		21,940,404.99	20,565,119.43	1,375,712.80
002	DEVELOPER DEPOSIT FUND	1	0.00	62,345.17	(62,345.17)
		2	0.00	27,871.12	(27,871.12)
		3	0.00	23,580.35	(23,580.35)
		4	0.00	36,146.91	(36,146.91)
	DEVELOPER DEPOSIT FUND Total		0.00	149,943.55	(149,943.55)
100	GAS TAX STREET FUND	1	81,734.56	935,345.55	(853,610.99)
		2	128,678.61	85,673.85	43,004.76
		3	82,028.17	103,016.32	(20,988.15)
		4	84,724.41	86,682.47	(1,958.06)
	GAS TAX STREET FUND Total		377,165.75	1,210,718.19	(833,552.44)
101	MEASURE A STREET FUND	1	1,048,371.19	0.00	1,048,371.19
		2	139,999.69	205,563.09	(65,563.40)
		3	68,178.35	452,256.73	(384,078.38)
		4	18,235.83	59,251.07	(41,015.24)
	MEASURE A STREET FUND Total		1,274,785.06	717,070.89	557,714.17
102	RMRA (SB1) GAS TAX FUND	1	789,459.85	0.00	789,459.85
		2	75,494.55	0.00	75,494.55
		3	70,491.93	631,977.61	(561,485.68)
		4	71,367.70	35,508.67	35,859.03
	RMRA (SB1) GAS TAX FUND Total		1,006,814.03	667,486.28	339,327.75
110	CDBG FUND	1	0.00	88,847.08	(88,847.08)
		2	34,580.12	0.00	34,580.12
	CDBG FUND Total		34,580.12	88,847.08	(54,266.96)
111	LANDSCAPE MAINTENANCE FD	1	82,078.50	5,025.09	77,053.41
		2	1,562.56	5,423.42	(3,860.86)
		3	0.00	23,049.13	(23,049.13)
		4	1,084.05	9,266.32	(8,182.27)
	LANDSCAPE MAINTENANCE FD Total		84,725.11	42,763.96	41,961.15
132	AIR QUALITY IMPROVEMT FD	1	317,416.64	0.00	317,416.64
		3	10,513.55	0.00	10,513.55
	AIR QUALITY IMPROVEMT FD Total		327,930.19	0.00	327,930.19
140	ASSET FORFEIT-POLICE FUND	1	1,923.34	0.00	1,923.34
	ASSET FORFEIT-POLICE FUND Total		1,923.34	0.00	1,923.34
148	SUPPL LAW ENFORCEMENT FD	1	184,910.05	0.00	184,910.05
		4	102,996.79	0.00	102,996.79
	SUPPL LAW ENFORCEMENT FD Total		287,906.84	0.00	287,906.84
150	STATE PARK BOND ACT FUND	1	0.00	117.84	(117.84)
	STATE PARK BOND ACT FUND Total		0.00	117.84	(117.84)
200	SPECIAL DONATION FUND	1	46,948.83	0.00	46,948.83

Receipts, Disbursements, and Net Cash Flows

			FY Values		
			25		
Fund	Fund Description	Period	Receipts	Disbursements	Net Cash Flow
200	SPECIAL DONATION FUND	2	2,545.00	0.00	2,545.00
	SPECIAL DONATION FUND Total		49,493.83	0.00	49,493.83
201	SENIOR CTR ACTIVITIES FD	1	64,168.00	0.00	64,168.00
		2	2,456.00	0.00	2,456.00
		3	488.22	0.00	488.22
		4	240.00	651.21	(411.21)
	SENIOR CTR ACTIVITIES FD Total		67,352.22	651.21	66,701.01
202	ANIMAL CONTROL RESERVE FD	1	0.00	114.96	(114.96)
	ANIMAL CONTROL RESERVE FD Total		0.00	114.96	(114.96)
203	POLICE VOLUNTEER FUND	1	6,726.37	0.00	6,726.37
	POLICE VOLUNTEER FUND Total		6,726.37	0.00	6,726.37
221	CSCDA-CFD 2020-02 ATWELL	4	384,706.20	0.00	384,706.20
	CSCDA-CFD 2020-02 ATWELL Total		384,706.20	0.00	384,706.20
222	ARPA-AMERICA RESCUE PLAN	1	1,653,816.58	0.00	1,653,816.58
		2	0.00	40,963.23	(40,963.23)
		3	0.00	13,267.92	(13,267.92)
		4	0.00	13,344.84	(13,344.84)
	ARPA-AMERICA RESCUE PLAN Total		1,653,816.58	67,575.99	1,586,240.59
360	SUN LAKES CFD #86-1 FUND	1	104.04	0.00	104.04
	SUN LAKES CFD #86-1 FUND Total		104.04	0.00	104.04
365	WILSON ST #91-1 ASSMT DBT	1	215.12	0.00	215.12
	WILSON ST #91-1 ASSMT DBT Total		215.12	0.00	215.12
375	FAIR OAKS AD #2004-1 DEBT	1	0.00	3,757.50	(3,757.50)
		2	2,955.72	146,304.83	(143,349.11)
		3	0.00	185.44	(185.44)
		4	4,425.60	782.20	3,643.40
	FAIR OAKS AD #2004-1 DEBT Total		7,381.32	151,029.97	(143,648.65)
400	P/FACILITIES DVLP FUND	1	305,238.75	0.00	305,238.75
	P/FACILITIES DVLP FUND Total		305,238.75	0.00	305,238.75
410	F/FACILITY DEVELOPMENT FD	1	1,441,097.19	0.00	1,441,097.19
	F/FACILITY DEVELOPMENT FD Total		1,441,097.19	0.00	1,441,097.19
420	TRAFFIC CONTROL FACIL FD	1	2,141,814.76	0.00	2,141,814.76
		2	0.00	45,462.83	(45,462.83)
		3	200.00	0.00	200.00
	TRAFFIC CONTROL FACIL FD Total		2,142,014.76	45,462.83	2,096,551.93
430	GENERAL FACILITIES FUND	1	506,483.20	0.00	506,483.20
		2	0.00	7,264.48	(7,264.48)
	GENERAL FACILITIES FUND Total		506,483.20	7,264.48	499,218.72
444	WILSON MEDIAN FUND	1	412,179.88	0.00	412,179.88
	WILSON MEDIAN FUND Total		412,179.88	0.00	412,179.88
451	PARK DEVELOPMENT FUND	1	299,965.71	0.00	299,965.71
		2	0.00	95,671.41	(95,671.41)
	PARK DEVELOPMENT FUND Total		299,965.71	95,671.41	204,294.30
470	CAPITAL IMPROVEMENT FUND	1	0.00	48,317.87	(48,317.87)

Receipts, Disbursements, and Net Cash Flows

			FY 25 Values		
Fund	Fund Description	Period	Receipts	Disbursements	Net Cash Flow
470	CAPITAL IMPROVEMENT FUND Total		0.00	48,317.87	(48,317.87)
600	AIRPORT FUND	1	214,267.09	10,814.21	203,452.88
		2	7,497.04	10,853.09	(3,356.05)
		3	8,156.53	18,675.29	(10,518.76)
		4	7,929.98	10,070.82	(2,140.84)
	AIRPORT FUND Total		237,850.64	50,413.41	187,437.23
610	TRANSIT FUND	1	7,404,847.97	3,833,302.57	3,571,545.40
		2	239,389.38	743,705.25	(504,315.87)
		3	188,645.29	176,378.93	12,266.36
		4	328,917.61	108,377.86	220,539.75
	TRANSIT FUND Total		8,161,800.25	4,861,764.61	3,300,035.64
660	WATER FUND	1	2,704,987.74	963,811.18	1,741,176.56
		2	1,556,133.14	740,780.94	815,352.20
		3	1,275,291.43	686,412.57	588,878.86
		4	1,649,356.91	877,961.44	771,395.47
	WATER FUND Total		7,185,769.22	3,268,966.13	3,916,803.09
661	WATER CAPITAL FACIL FUND	1	239,050.32	0.00	239,050.32
		2	0.00	3,192.64	(3,192.64)
		3	19,488.00	9,349.14	10,138.86
		4	0.00	8,622.51	(8,622.51)
	WATER CAPITAL FACIL FUND Total		258,538.32	21,164.29	237,374.03
662	IRRIGATION WATER FUND	1	3,798.29	0.00	3,798.29
	IRRIGATION WATER FUND Total		3,798.29	0.00	3,798.29
669	BUA WATER - DEBT SERV FD	4	0.00	1,614,781.26	(1,614,781.26)
	BUA WATER - DEBT SERV FD Total		0.00	1,614,781.26	(1,614,781.26)
670	ELECTRIC FUND	1	2,910,667.02	11,382,968.48	(8,472,301.46)
		2	3,567,643.64	4,391,921.37	(824,277.73)
		3	5,168,989.28	3,327,106.64	1,841,882.64
		4	3,338,656.22	3,392,982.07	(54,325.85)
	ELECTRIC FUND Total		14,985,956.16	22,494,978.56	(7,509,022.40)
672	RATE STABILITY FUND	1	18,484.84	0.00	18,484.84
	RATE STABILITY FUND Total		18,484.84	0.00	18,484.84
673	ELECTRIC IMPROVEMENT FUND	1	0.00	187,306.25	(187,306.25)
		2	0.00	51,118.00	(51,118.00)
		3	794,162.21	28,366.25	765,795.96
		4	0.00	12,000.00	(12,000.00)
	ELECTRIC IMPROVEMENT FUND Total		794,162.21	278,790.50	515,371.71
675	PUBLIC BENEFIT FUND	1	71,759.88	62,409.29	9,350.59
		2	85,072.17	66,096.49	18,975.68
		3	80,407.72	178,283.63	(97,875.91)
		4	79,298.21	75,615.65	3,682.56
	PUBLIC BENEFIT FUND Total		316,537.98	382,405.06	(65,867.08)
678	07 ELEC REV BDS DEBT SVC	4	0.00	2,750.00	(2,750.00)
	07 ELEC REV BDS DEBT SVC Total		0.00	2,750.00	(2,750.00)

Receipts, Disbursements, and Net Cash Flows

			FY Values		
			25		
Fund	Fund Description	Period	Receipts	Disbursements	Net Cash Flow
680	WASTEWATER FUND	1	968,774.59	344,341.30	624,433.29
		2	750,090.75	494,907.51	255,183.24
		3	668,110.80	291,594.90	376,515.90
		4	1,297,810.78	271,412.59	1,026,398.19
	WASTEWATER FUND Total		3,684,786.92	1,402,256.30	2,282,530.62
681	WASTEWATER CAP FACIL FUND	1	95,761.95	0.00	95,761.95
		2	0.00	12,413.68	(12,413.68)
		3	10,122.00	0.00	10,122.00
		4	0.00	39,350.13	(39,350.13)
	WASTEWATER CAP FACIL FUND Total		105,883.95	51,763.81	54,120.14
682	WWTR TERTIARY FUND	1	63,485.67	0.00	63,485.67
		2	31,837.36	0.00	31,837.36
		3	29,622.54	0.00	29,622.54
		4	36,248.26	0.00	36,248.26
	WWTR TERTIARY FUND Total		161,193.83	0.00	161,193.83
683	BUA W/WATER CAP PROJ FUND	4	0.00	6,470.60	(6,470.60)
	BUA W/WATER CAP PROJ FUND Total		0.00	6,470.60	(6,470.60)
685	STATE REVOLVING LOAN FUND	1	1,464.60	0.00	1,464.60
	STATE REVOLVING LOAN FUND Total		1,464.60	0.00	1,464.60
689	BUA WASTEWATER-DEBT SERV	4	0.00	380,625.00	(380,625.00)
	BUA WASTEWATER-DEBT SERV Total		0.00	380,625.00	(380,625.00)
690	REFUSE FUND	1	531.64	22.96	508.68
		2	435.35	510.00	(74.65)
		3	436.33	40,859.79	(40,423.46)
		4	185.69	2,150.52	(1,964.83)
	REFUSE FUND Total		1,589.01	43,543.27	(41,954.26)
700	RISK MANAGEMENT FUND	1	114,127.23	7,955,759.87	(7,841,632.64)
		2	113,936.05	252,354.72	(138,260.23)
		3	120,546.21	143,862.57	(23,316.36)
		4	116,111.23	185,489.59	(69,378.36)
	RISK MANAGEMENT FUND Total		464,720.72	8,537,466.75	(8,072,587.59)
702	FLEET MAINTENANCE FUND	1	1,128,392.43	59,734.56	1,068,657.87
		2	11,034.30	158,434.25	(147,399.95)
		3	55,614.02	170,889.57	(115,275.55)
		4	16,781.19	138,981.35	(122,200.16)
	FLEET MAINTENANCE FUND Total		1,211,821.94	528,039.73	683,782.21
703	INFORMAT'N SYSTEMS SVC FD	1	0.00	1,412,742.75	(1,412,742.75)
		2	0.00	118,051.22	(118,051.22)
		3	0.00	154,189.85	(154,189.85)
		4	0.00	53,387.03	(53,387.03)
	INFORMAT'N SYSTEMS SVC FD Total		0.00	1,738,370.85	(1,738,370.85)
704	BUILDING MAINTENANCE	1	765,860.57	4,453.61	761,406.96
		2	0.00	51,509.24	(51,509.24)
		3	480.00	149,968.59	(149,488.59)

Receipts, Disbursements, and Net Cash Flows

			FY Values		
			25		
Fund	Fund Description	Period	Receipts	Disbursements	Net Cash Flow
704	BUILDING MAINTENANCE	4	0.00	56,046.76	(56,046.76)
	BUILDING MAINTENANCE Total		766,340.57	261,978.20	504,362.37
705	SUPPORT SERVICES	1	0.00	546,076.01	(546,076.01)
		2	5,000.00	175,258.70	(170,258.70)
		3	0.00	102,259.21	(102,259.21)
		4	0.00	67,667.99	(67,667.99)
	SUPPORT SERVICES Total		5,000.00	891,261.91	(886,261.91)
761	UTL BILL, ACCT & COLL SVC	1	191,896.87	160,495.74	31,401.13
		2	31,365.69	186,688.27	(155,322.58)
		3	31,003.72	157,830.39	(126,826.67)
		4	31,016.58	149,248.22	(118,231.64)
	UTL BILL, ACCT & COLL SVC Total		285,282.86	654,262.62	(368,979.76)
810	SA-LOW/MOD FUND	1	2,000,517.07	18,220.85	1,982,296.22
		2	1,000.00	30,703.76	(29,703.76)
		3	1,000.00	7,063.69	(6,063.69)
		4	971.88	48,623.41	(47,651.53)
	SA-LOW/MOD FUND Total		2,003,488.95	104,611.71	1,898,877.24
830	SA-DEBT SERVICE FUND	2	0.00	1,779,195.76	(1,779,195.76)
	SA-DEBT SERVICE FUND Total		0.00	1,779,195.76	(1,779,195.76)
840	BEA CAPITAL PROJECTS FUND	1	0.00	4,078,920.26	(4,078,920.26)
	BEA CAPITAL PROJECTS FUND Total		0.00	4,078,920.26	(4,078,920.26)
841	BEA L/M CAP PROJECTS FUND	1	545,659.53	0.00	545,659.53
	BEA L/M CAP PROJECTS FUND Total		545,659.53	0.00	545,659.53
Grand Total			73,813,141.39	77,292,936.53	(3,479,209.46)

Payments Per Fund FY 2024-25

Sum of Tran Amt		FY
Fund	Period	25
001	1	7,774,314.62
	2	3,044,991.57
	3	4,151,481.86
	4	2,763,023.24
001 Total		17,733,811.29
002	1	0.00
	2	29,837.85
	3	18,998.54
	4	17,148.37
002 Total		65,984.76
100	1	12,596.80
	2	35,573.08
	3	16,495.31
	4	35,702.45
100 Total		100,367.64
101	1	39,250.50
	3	498,284.05
	4	13,185.00
101 Total		550,719.55
102	1	0.00
	3	658,051.61
	4	9,434.67
102 Total		667,486.28
111	1	8,605.55
	2	6,520.81
	3	1,172.07
	4	7,871.10
111 Total		24,169.53
201	2	132.30
	3	143.28

Payments Per Fund FY 2024-25

Sum of Tran Amt		FY
201	4	759.37
201 Total		1,034.95
222	1	40,963.23
	2	13,267.92
	3	7,230.06
	4	13,344.84
222 Total		74,806.05
375	1	4,740.86
	2	145,506.91
	3	782.20
375 Total		151,029.97
420	1	0.00
	2	40,899.23
420 Total		40,899.23
451	1	95,671.41
451 Total		95,671.41
600	1	8,283.09
	2	1,884.80
	3	148.11
	4	150.62
600 Total		10,466.62
610	1	7,592.43
	2	72,948.46
	3	4,510.50
	4	1,884.99
610 Total		86,936.38
660	1	364,444.20
	2	153,568.36
	3	120,024.97
	4	82,458.73
660 Total		720,496.26

Payments Per Fund FY 2024-25

Sum of Tran Amt		FY
661	1	1,790.89
	2	0.00
	3	7,951.76
661 Total		9,742.65
669	3	2,750.00
	4	1,612,031.26
669 Total		1,614,781.26
670	1	1,607,273.86
	2	3,131,076.26
	3	2,807,490.22
	4	2,733,757.95
670 Total		10,279,598.29
673	1	2,800.00
	2	28,366.25
	3	4,970.00
	4	0.00
673 Total		36,136.25
675	1	2,332.96
	2	3,946.12
	3	120,614.63
	4	22,528.83
675 Total		149,422.54
678	3	2,750.00
678 Total		2,750.00
680	1	113,556.15
	2	128,145.75
	3	144,507.90
	4	34,942.31
680 Total		421,152.11
681	1	0.00
	2	11,255.00

Payments Per Fund FY 2024-25

Sum of Tran Amt		FY
681	3	28,095.13
681 Total		39,350.13
689	1	0.00
	4	380,625.00
689 Total		380,625.00
690	1	43,010.31
	2	0.00
	3	0.00
690 Total		43,010.31
700	1	3,652,449.37
	2	131,919.15
	3	91,240.75
	4	74,475.29
700 Total		3,950,084.56
702	1	100,274.69
	2	47,580.14
	3	76,754.31
	4	109,537.39
702 Total		334,146.53
703	1	46,091.00
	2	122,093.51
	3	13,698.28
	4	13,694.06
703 Total		195,576.85
704	1	57,166.47
	2	60,677.72
	3	35,820.14
	4	47,542.90
704 Total		201,207.23
705	1	131,630.87
	2	110,142.77

Payments Per Fund FY 2024-25

Sum of Tran Amt		FY
705	3	35,220.20
	4	9,158.20
705 Total		286,152.04
761	1	24,810.28
	2	18,645.96
	3	15,913.96
	4	23,154.58
761 Total		82,524.78
810	1	17,982.93
	2	8,981.91
	3	16,786.65
	4	34,684.65
810 Total		78,436.14
830	2	1,779,195.76
830 Total		1,779,195.76
Grand Total		40,207,772.35

Vendor Total FY 2024-25

Sum of Tran Amt			FY
Vendor Name	Vendor No	Period	25
72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
		4	172,063.20
72 HOUR LLC-NATIONAL AUTO FLT GRP Total			172,063.20
A.C. PROPANE	8333	1	472.15
A.C. PROPANE Total			472.15
ACOM SOLUTIONS, INC	6497	1	5,371.00
		4	0.00
ACOM SOLUTIONS, INC Total			5,371.00
ADVANCED WORKPLACE STRATEGIES INC	4781	1	1,166.55
		2	272.18
ADVANCED WORKPLACE STRATEGIES INC Total			1,438.73
AED ENERGY SERVICES LLC	8694	1	0.00
		2	3,630.00
		3	2,115.00
		4	18,280.00
AED ENERGY SERVICES LLC Total			24,025.00
AFFORDABLE BEE SERVICES	8766	1	650.00
AFFORDABLE BEE SERVICES Total			650.00
ALBERT A. WEBB ASSOCIATES	3065	1	40,331.89
		2	0.00
		3	34,025.43
ALBERT A. WEBB ASSOCIATES Total			74,357.32
ALL STAR ELITE SPORTS	7098	1	175.81
		4	466.86
ALL STAR ELITE SPORTS Total			642.67
ALLDATA, LLC	5787	1	1,500.00
		3	0.00
ALLDATA, LLC Total			1,500.00
ALLGOOD DRIVING SCHOOL, INC	7979	1	109.20
		4	54.60
ALLGOOD DRIVING SCHOOL, INC Total			163.80
ALLIANT INSURANCE SERVICES, INC	6775	1	10,371.00
ALLIANT INSURANCE SERVICES, INC Total			10,371.00
ALTA LANGUAGE SERVICES INC	8714	1	198.00
ALTA LANGUAGE SERVICES INC Total			198.00
ALTA PLANNING + DESIGN INC	8297	2	10,353.75

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
ALTA PLANNING + DESIGN INC Total			10,353.75
ALTAIR ENGINEERING INC	8311	1	23,165.00
ALTAIR ENGINEERING INC Total			23,165.00
ALTEC INDUSTRIES, INC.	1616	1	10,453.82
		4	1,858.56
ALTEC INDUSTRIES, INC. Total			12,312.38
AMAZON BUSINESS	7468	1	8,591.77
		2	5,963.12
		3	4,872.82
		4	5,887.03
AMAZON BUSINESS Total			25,314.74
AMERICAN FIDELITY ASSURANCE	8584	1	25,109.20
		2	24,826.60
		3	25,445.18
	2295	1	7,554.16
		2	7,554.16
		3	7,100.00
AMERICAN FIDELITY ASSURANCE Total			97,589.30
AMERICAN FORENSIC NURSES	4265	1	1,021.02
		2	1,021.02
		3	3,349.76
		4	1,174.17
AMERICAN FORENSIC NURSES Total			6,565.97
AMERICAN LEGAL PUBLISHING LLC	8808	2	6,855.00
AMERICAN LEGAL PUBLISHING LLC Total			6,855.00
ANIXTER, INC	7048	1	3,496.38
		2	9,983.98
		3	1,098.64
		4	1,049.60
ANIXTER, INC Total			15,628.60
ARCE, PAUL	8331	3	84.00
		4	112.00
ARCE, PAUL Total			196.00
ASBURY ENVIRONMENTAL SERVICES DBA	6899	3	486.44
		4	743.48
ASBURY ENVIRONMENTAL SERVICES DBA Total			1,229.92
AT&T CALNET 2	6175	1	412.59

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
AT&T CALNET 2	6175	2	661.67
		3	655.72
		4	976.74
AT&T CALNET 2 Total			2,706.72
AT&T MOBILITY LLC	8147	1	1,737.14
		2	3,044.34
		3	2,924.34
		4	3,264.34
AT&T MOBILITY LLC Total			10,970.16
ATBACKGROUNDS	7667	2	462.30
ATBACKGROUNDS Total			462.30
ATWORK PERSONNEL SERVICES	7937	1	4,624.55
		2	7,871.15
		3	6,331.68
		4	12,114.55
ATWORK PERSONNEL SERVICES Total			30,941.93
AUER, WILLIAM	6942	1	621.00
AUER, WILLIAM Total			621.00
AURIGA CORPORATION	8259	1	2,800.00
		2	1,550.00
		3	2,200.00
AURIGA CORPORATION Total			6,550.00
AUTO GLASS NOW	8602	3	769.66
AUTO GLASS NOW Total			769.66
AUTOMATED GATE SERVICES, INC.	3933	1	1,363.00
		2	2,099.00
AUTOMATED GATE SERVICES, INC. Total			3,462.00
AVILA, CHRISTINA	6593	4	189.00
AVILA, CHRISTINA Total			189.00
BABCOCK LABORATORIES, INC	6774	1	1,710.00
		2	5,836.25
		3	16,076.25
		4	5,648.07
BABCOCK LABORATORIES, INC Total			29,270.57
BANNING CHAMBER OF COMMERCE	7632	3	7,380.00
BANNING CHAMBER OF COMMERCE Total			7,380.00
BANNING GLASS MIRROR & SCREEN	7101	4	233.78

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
BANNING GLASS MIRROR & SCREEN Total			233.78
BANNING POLICE OFFICERS ASSOC.	7990	1	2,910.30
		2	2,860.30
		3	2,960.30
		4	2,960.30
BANNING POLICE OFFICERS ASSOC. Total			11,691.20
BANNING VETERINARY HOSPITAL	5297	1	1,065.75
		2	643.25
		3	1,124.77
		4	139.25
BANNING VETERINARY HOSPITAL Total			2,973.02
BARR DOOR, INC	6710	2	4,124.39
		3	0.00
		4	3,571.93
BARR DOOR, INC Total			7,696.32
BEAUMONT BASIN WATERMASTER	4972	1	16,427.00
		3	3,164.89
BEAUMONT BASIN WATERMASTER Total			19,591.89
BEAUMONT CHERRY VALLEY WATER	3674	1	2,402.74
		2	227.56
		3	378.51
BEAUMONT CHERRY VALLEY WATER Total			3,008.81
BEAUMONT DO IT BEST HOME CENTER	6091	1	3,236.46
		2	1,784.43
		3	1,258.00
		4	2,059.11
BEAUMONT DO IT BEST HOME CENTER Total			8,338.00
BEAUMONT SAFE & LOCK	951	1	273.72
		2	768.85
		4	238.05
BEAUMONT SAFE & LOCK Total			1,280.62
BENAVIDES, SUSIE	8773	4	116.50
BENAVIDES, SUSIE Total			116.50
BENHAR, CHANDA	8722	4	99.00
BENHAR, CHANDA Total			99.00
BENHAR, DIANA T	7099	1	1,025.50
		2	626.50

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
BENHAR, DIANA T	7099	3	287.00
		4	479.50
BENHAR, DIANA T Total			2,418.50
BENTLEY SYSTEMS, INC	8613	3	4,580.00
BENTLEY SYSTEMS, INC Total			4,580.00
BIO-TOX LABORATORIES	2051	1	0.00
		2	2,224.00
		3	574.00
		4	1,348.00
BIO-TOX LABORATORIES Total			4,146.00
BLACK & VEATCH CORPORATION	4726	1	11,145.00
BLACK & VEATCH CORPORATION Total			11,145.00
BLAIS & ASSOCIATES, LLC	7612	1	2,102.50
		2	0.00
		3	1,292.50
		4	8,245.00
BLAIS & ASSOCIATES, LLC Total			11,640.00
BLAISDELL'S BUSINESS PRODUCTS	8271	1	0.00
		2	2,206.67
BLAISDELL'S BUSINESS PRODUCTS Total			2,206.67
BLUEBEAM, INC	8338	4	2,340.00
BLUEBEAM, INC Total			2,340.00
BOESS, RICHARD	8842	4	1,800.00
BOESS, RICHARD Total			1,800.00
BONICH, HECTOR	8846	4	513.36
BONICH, HECTOR Total			513.36
BUDD-FALEN LAW OFFICES, LLC.	7651	1	2,488.47
		3	3,640.00
		4	17,363.17
BUDD-FALEN LAW OFFICES, LLC. Total			23,491.64
BURKE, WILLIAMS & SORENSON LLP	3991	2	6,230.00
BURKE, WILLIAMS & SORENSON LLP Total			6,230.00
BUSINESS TELECOMMUNICATION	6702	1	0.00
		2	533.06
BUSINESS TELECOMMUNICATION Total			533.06
CA. ST. BOARD OF EQUAL. - FUEL	2257	1	487.00
		4	626.00

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
CA. ST. BOARD OF EQUAL. - FUEL Total			1,113.00
CA. ST. BOARD OF EQUALIZATION	3012	2	8,666.00
		4	285.00
CA. ST. BOARD OF EQUALIZATION Total			8,951.00
CA. ST. DEPT. OF CONSERVATION	994	1	4,208.38
CA. ST. DEPT. OF CONSERVATION Total			4,208.38
CA. ST. EMPLOYMENT DEV. DEPT.	985	1	164,376.47
		2	97,050.52
		3	106,529.95
		4	89,542.74
CA. ST. EMPLOYMENT DEV. DEPT. Total			457,499.68
CA. ST. PUBLIC EMPLOYEES	997	1	4,674,291.88
		2	526,473.84
		3	681,279.02
		4	531,690.90
CA. ST. PUBLIC EMPLOYEES Total			6,413,735.64
CABALLERO, DANIEL	7051	2	869.55
CABALLERO, DANIEL Total			869.55
CALIFORNIA DEPT OF TAX AND FEE ADMN	1756	3	17,578.00
CALIFORNIA DEPT OF TAX AND FEE ADMN Total			17,578.00
CALIFORNIA LAW ENFORCE ASSN	3780	1	1,056.00
		2	1,120.00
		3	1,088.00
		4	1,152.00
CALIFORNIA LAW ENFORCE ASSN Total			4,416.00
CALIFORNIA MUNICIPAL STATISTICS	6811	4	550.00
CALIFORNIA MUNICIPAL STATISTICS Total			550.00
CALIFORNIA PARK & REC SOCIETY	989	3	855.00
CALIFORNIA PARK & REC SOCIETY Total			855.00
CALIFORNIA PEACE OFFICERS' ASSN	1585	4	700.00
CALIFORNIA PEACE OFFICERS' ASSN Total			700.00
CALIFORNIA WATER ENVIRONMENT	4042	2	572.00
CALIFORNIA WATER ENVIRONMENT Total			572.00
CALIFORNIA, STATE OF	992	2	10,632.00
CALIFORNIA, STATE OF Total			10,632.00
CAMPA, ERIC	7287	1	851.00
		3	259.00

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
CAMPA, ERIC Total			1,110.00
CAMPBELL, SANDRA	8833	4	1,800.00
CAMPBELL, SANDRA Total			1,800.00
CANON FINANCIAL SERVICES, INC	7078	1	2,053.53
		2	2,244.85
		3	2,052.86
		4	2,244.11
CANON FINANCIAL SERVICES, INC Total			8,595.35
CAPITAL REALTY ANALYSTS, INC	7260	1	0.00
		2	10,300.00
CAPITAL REALTY ANALYSTS, INC Total			10,300.00
CASC ENGINEERING AND CONSULTING INC	6874	1	1,011.25
		2	8,223.75
		3	2,940.00
CASC ENGINEERING AND CONSULTING INC Total			12,175.00
CASTILLO, JORGE IVAN	8078	1	287.39
CASTILLO, JORGE IVAN Total			287.39
CASTRO, DAVID	8488	2	250.00
CASTRO, DAVID Total			250.00
CDW GOVERNMENT, LLC	4253	1	(371.74)
		2	23,652.37
		3	1,424.67
		4	153.87
CDW GOVERNMENT, LLC Total			24,859.17
CELL BUSINESS EQUIP-LEASING	7561	1	2,082.04
		2	1,260.54
		3	821.50
		4	1,987.81
CELL BUSINESS EQUIP-LEASING Total			6,151.89
CELL BUSINESS EQUIPMENT (CBE)	7033	1	1,883.41
		2	921.49
		3	1,121.83
		4	1,728.03
CELL BUSINESS EQUIPMENT (CBE) Total			5,654.76
CENTER ELECTRIC SERVICES, INC	5307	1	3,499.77
CENTER ELECTRIC SERVICES, INC Total			3,499.77
CENTRAL TAX-EXEMPT INVESTMENTS	8814	1	95,671.41

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
CENTRAL TAX-EXEMPT INVESTMENTS Total			95,671.41
CHANDLER ASSET MANAGEMENT INC	8471	1	0.00
		2	2,062.39
		3	2,091.93
		4	2,104.00
CHANDLER ASSET MANAGEMENT INC Total			6,258.32
CHARTER COMMUNICATIONS	8150	1	2,737.70
		2	2,541.74
		3	2,541.74
		4	2,549.20
CHARTER COMMUNICATIONS Total			10,370.38
CI SOLUTIONS	5838	2	995.00
CI SOLUTIONS Total			995.00
CICCS	8578	1	1,051.67
		2	1,108.23
		3	1,129.75
		4	1,136.33
CICCS Total			4,425.98
CINTAS CORPORATION	7061	1	3,817.71
		2	5,510.34
		3	3,989.65
		4	4,663.56
CINTAS CORPORATION Total			17,981.26
CITY OF BANNING (BNG)	8274	1	964.23
		2	964.23
		3	964.23
		4	964.23
CITY OF BANNING (BNG) Total			3,856.92
CITY OF BANNING UTILITIES OPV	7992	1	1,651.14
		2	2,255.77
		3	2,109.24
		4	1,481.16
CITY OF BANNING UTILITIES OPV Total			7,497.31
CIVICPLUS	5418	1	31,203.88
		2	0.00
		3	4,500.00
CIVICPLUS Total			35,703.88

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
CLA-VAL	2125	1	0.00
		2	19,737.66
		3	2,124.96
		4	0.00
CLA-VAL Total			21,862.62
CM LANDSCAPE	8756	1	6,731.25
		2	7,515.20
		4	3,329.00
CM LANDSCAPE Total			17,575.45
COASTAL BOILER WORKS INC	8606	1	3,636.86
COASTAL BOILER WORKS INC Total			3,636.86
CODE 3 TECHNOLOGY	8812	2	0.00
		3	11,118.87
		4	0.00
CODE 3 TECHNOLOGY Total			11,118.87
COMCATE SOFTWARE, INC	6863	1	11,263.97
COMCATE SOFTWARE, INC Total			11,263.97
COMDIRECT, INC	6464	1	6,880.00
		2	0.00
COMDIRECT, INC Total			6,880.00
CONCENTRA MEDICAL CENTERS	8153	1	509.00
		2	161.00
		3	45.00
CONCENTRA MEDICAL CENTERS Total			715.00
CONSOLIDATED ELECTRICAL	120	2	679.12
CONSOLIDATED ELECTRICAL Total			679.12
CORE & MAIN, LP	7772	1	5,236.66
		2	2,541.83
		3	1,574.88
		4	79.07
CORE & MAIN, LP Total			9,432.44
CORNERSTONE DEVELOPMENT CO.	8000	1	0.00
		2	8,310.00
		3	2,770.00
CORNERSTONE DEVELOPMENT CO. Total			11,080.00
CORPORATION SERVICE COMPANY	8102	1	318.00
		2	201.00

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
CORPORATION SERVICE COMPANY	8102	3	56.00
		4	217.00
CORPORATION SERVICE COMPANY Total			792.00
CORTEZ-JASSO, VICTOR	7036	2	250.00
CORTEZ-JASSO, VICTOR Total			250.00
COUNSELING TEAM INTERNATIONAL, THE	2232	1	1,235.00
		3	910.00
COUNSELING TEAM INTERNATIONAL, THE Total			2,145.00
COUTS HEATING & COOLING, INC	5345	1	7,444.34
		2	7,265.10
		3	894.85
		4	6,688.63
COUTS HEATING & COOLING, INC Total			22,292.92
CRAFCO INC	3061	2	1,008.13
CRAFCO INC Total			1,008.13
CTC TECHNOLOGY AND ENERGY	8661	1	0.00
		2	18,506.25
CTC TECHNOLOGY AND ENERGY Total			18,506.25
CUSTOM TROPHIES & UNEEK AWARDS	7774	1	78.65
		3	1,115.21
		4	875.46
CUSTOM TROPHIES & UNEEK AWARDS Total			2,069.32
CYBERTIME NETWORK COMMUNICATIONS	6189	1	2,599.00
		2	2,599.00
		3	2,599.00
		4	699.00
CYBERTIME NETWORK COMMUNICATIONS Total			8,496.00
D&M JOB INC.	7696	1	215.50
		3	1,327.77
		4	280.15
D&M JOB INC. Total			1,823.42
DBT TRANSPORTATION SERVICES, LLC	7950	1	7,000.00
DBT TRANSPORTATION SERVICES, LLC Total			7,000.00
DEGRAVE COMMUNICATIONS INC	8789	4	2,145.00
DEGRAVE COMMUNICATIONS INC Total			2,145.00
DELTA DENTAL INSURANCE COMPANY	8123	1	814.89
		2	885.61

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
DELTA DENTAL INSURANCE COMPANY	8123	3	902.51
		4	894.06
DELTA DENTAL INSURANCE COMPANY Total			3,497.07
DELTA DENTAL OF CALIFORNIA	8108	1	7,581.00
		2	7,530.86
		3	7,522.62
		4	7,360.13
DELTA DENTAL OF CALIFORNIA Total			29,994.61
DEUSENBERRY, DANIEL	7070	1	15.75
		2	16.50
		3	16.50
		4	16.50
DEUSENBERRY, DANIEL Total			65.25
DEWITT, STEVE	8857	4	1,600.00
DEWITT, STEVE Total			1,600.00
DIAMOND ENVIRONMENTAL SERVICES	6517	1	1,509.58
		2	641.78
		3	707.14
		4	593.04
DIAMOND ENVIRONMENTAL SERVICES Total			3,451.54
DIAMOND HILLS CHEVROLET BUICK GMC	7082	1	54,005.38
		3	239.95
DIAMOND HILLS CHEVROLET BUICK GMC Total			54,245.33
DJ TONY	8597	2	450.00
		4	200.00
DJ TONY Total			650.00
DLT SOLUTIONS, LLC	5302	1	1,910.56
DLT SOLUTIONS, LLC Total			1,910.56
DOBBINS, DEANN LOUISE	7512	1	218.40
		2	193.20
		3	98.00
		4	417.50
DOBBINS, DEANN LOUISE Total			927.10
DUDEK	7112	1	0.00
		2	2,565.45
		3	31,301.59
DUDEK Total			33,867.04

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
ECS IMAGING , INC	4275	1	26,450.00
		2	0.00
ECS IMAGING , INC Total			26,450.00
EFS WEST INC	8599	1	0.00
		2	70,309.50
EFS WEST INC Total			70,309.50
EICHEL, GEORGE	8848	4	1,500.00
EICHEL, GEORGE Total			1,500.00
EIDE BAILLY LLP	8531	1	4,304.00
		2	60,677.31
EIDE BAILLY LLP Total			64,981.31
ELITE FIRE PROTECTION, INC	7775	2	505.00
		4	2,914.38
ELITE FIRE PROTECTION, INC Total			3,419.38
EMPOWER ANNUITY INSURANCE COMPANY	8702	1	97,374.58
		2	149,280.53
		3	95,370.38
		4	89,972.41
EMPOWER ANNUITY INSURANCE COMPANY Total			431,997.90
ENGINEERING RESOURCES OF SO CA	7565	1	0.00
		2	135,214.15
		3	106,427.83
		4	47,551.05
ENGINEERING RESOURCES OF SO CA Total			289,193.03
ENTERPRISE FM TRUST	7536	1	42,629.56
		2	24,629.89
		3	23,365.40
		4	23,550.32
ENTERPRISE FM TRUST Total			114,175.17
ENTERPRISE RENT-A-CAR	2753	1	190.70
		2	266.71
		3	141.77
		4	513.40
ENTERPRISE RENT-A-CAR Total			1,112.58
EXECUTIVE FACILTIES SERVICES INC	8518	1	17,835.81
		2	17,840.06
		3	17,838.80

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
EXECUTIVE FACILTIES SERVICES INC	8518	4	17,838.89
EXECUTIVE FACILTIES SERVICES INC Total			71,353.56
FAST LUBE & TUNE	6794	1	1,211.02
		2	63.16
		3	369.93
		4	351.81
FAST LUBE & TUNE Total			1,995.92
FEDEX	1078	1	43.07
FEDEX Total			43.07
FERGUSON ENTERPRISES LLC #1089	8822	1	35.89
		3	0.00
FERGUSON ENTERPRISES LLC #1089 Total			35.89
FERRELLGAS LP	1081	1	705.45
FERRELLGAS LP Total			705.45
FIRST AMERICAN TITLE COMPANY	8468	2	40,563.23
FIRST AMERICAN TITLE COMPANY Total			40,563.23
FIRST TWO INC	8759	2	3,600.00
FIRST TWO INC Total			3,600.00
FISHER, ROBERT	2544	4	102.55
FISHER, ROBERT Total			102.55
FLAGSTAR PUBLIC FUNDING CORP	8820	3	95,274.81
FLAGSTAR PUBLIC FUNDING CORP Total			95,274.81
FLINT, AUSTIN	8451	3	250.00
FLINT, AUSTIN Total			250.00
FLYNN, SHERI	7486	1	74.67
		4	115.25
FLYNN, SHERI Total			189.92
FOSTER, SCOTT	6062	4	34.50
FOSTER, SCOTT Total			34.50
FRANCO AVILA, JUAN	8791	4	250.00
FRANCO AVILA, JUAN Total			250.00
FRONTIER COMMUNICATIONS	7053	1	6,016.67
		2	5,979.96
		3	6,167.99
		4	3,457.69
FRONTIER COMMUNICATIONS Total			21,622.31
FUENTES, RAMON	8224	4	634.17

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
FUENTES, RAMON Total			634.17
FUN EXPRESS	7117	2	265.82
		3	1,735.42
		4	83.17
FUN EXPRESS Total			2,084.41
G & G ENVIRONMENTAL COMPLIANCE, INC	5602	1	0.00
		2	2,271.90
G & G ENVIRONMENTAL COMPLIANCE, INC Total			2,271.90
GAMETIME	8784	1	0.00
		2	1,384.38
GAMETIME Total			1,384.38
GARDA CL WEST INC	2589	1	1,371.03
		2	1,295.83
		3	1,310.81
		4	1,333.77
GARDA CL WEST INC Total			5,311.44
GAS COMPANY, THE	1375	1	1,980.70
		2	1,549.45
		3	1,949.11
		4	1,058.69
GAS COMPANY, THE Total			6,537.95
GASSMAN, VICTOR	8844	4	1,200.00
GASSMAN, VICTOR Total			1,200.00
GERBER COLLISION & GLASS	8666	3	11,131.55
GERBER COLLISION & GLASS Total			11,131.55
GORBETT, LINDA	8838	4	1,600.00
GORBETT, LINDA Total			1,600.00
GOVINVEST,INC	7927	1	38,349.00
		2	0.00
GOVINVEST,INC Total			38,349.00
GRAINGER	448	1	1,592.70
		2	1,228.27
		3	1,473.01
		4	1,723.11
GRAINGER Total			6,017.09
GRAYBAR ELECTRIC COMPANY, INC.	203	1	2,844.60
		2	379.61

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
GRAYBAR ELECTRIC COMPANY, INC. Total			3,224.21
GREAT WESTERN RECREATION LLC	8185	4	51.43
GREAT WESTERN RECREATION LLC Total			51.43
GREEN DREAM INTERNATIONAL LLC	8536	2	711.71
		3	1,030.86
GREEN DREAM INTERNATIONAL LLC Total			1,742.57
H & L CHARTER CO, INC	6308	1	0.00
		2	3,770.00
		3	1,346.75
		4	1,570.00
H & L CHARTER CO, INC Total			6,686.75
HAAKER EQUIPMENT COMPANY	205	3	851.09
HAAKER EQUIPMENT COMPANY Total			851.09
HAAS & WILKERSON, INC	7759	1	6,404.00
HAAS & WILKERSON, INC Total			6,404.00
HAHN, MICHAEL	7263	2	229.50
HAHN, MICHAEL Total			229.50
HALVERSON, ALEC	8793	2	99.00
HALVERSON, ALEC Total			99.00
HARGROVE, JOHN	7777	1	16.76
		4	250.00
HARGROVE, JOHN Total			266.76
HASKELL REAL ESTATE INC	8712	2	2,200.00
HASKELL REAL ESTATE INC Total			2,200.00
HAZEN AND SAWYER	6977	1	670.75
		3	2,160.00
HAZEN AND SAWYER Total			2,830.75
HDL COREN & CONE	2920	1	4,568.75
		2	0.00
		4	3,873.75
HDL COREN & CONE Total			8,442.50
HEIDT, ANGELO	8706	2	101.10
HEIDT, ANGELO Total			101.10
HEMET VALLEY TOOL, INC	7766	1	544.75
		2	95.00
HEMET VALLEY TOOL, INC Total			639.75
HERC RENTALS INC.	6746	3	872.54

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
HERC RENTALS INC.	6746	4	869.29
HERC RENTALS INC. Total			1,741.83
HERNANDEZ, CARLA	7557	1	70.00
		2	875.00
		3	665.00
		4	913.50
HERNANDEZ, CARLA Total			2,523.50
HERNANDEZ, LATHISHA LOPEZ	8850	4	231.00
HERNANDEZ, LATHISHA LOPEZ Total			231.00
HERRERA, ANDRES	8809	2	1,800.00
HERRERA, ANDRES Total			1,800.00
HINDERLITER DE LLAMAS & ASSOCIATES	2370	1	0.00
		2	1,439.80
		3	0.00
HINDERLITER DE LLAMAS & ASSOCIATES Total			1,439.80
HOME DEPOT #8987	5365	1	2,063.23
		2	2,402.15
		3	3,148.53
		4	2,141.06
HOME DEPOT #8987 Total			9,754.97
HUERTA JR., GILBERT	7697	1	420.00
		2	542.50
		3	437.50
		4	612.50
HUERTA JR., GILBERT Total			2,012.50
HUERTA LOPEZ, TUNNIA A	8736	1	245.00
		2	280.00
		3	490.00
		4	280.00
HUERTA LOPEZ, TUNNIA A Total			1,295.00
HYDROTEX PARTNERS, LTD	6448	3	1,451.07
HYDROTEX PARTNERS, LTD Total			1,451.07
I.B.E.W. LOCAL 47	1146	1	10,960.34
		2	10,576.65
		3	10,501.65
		4	10,508.12
I.B.E.W. LOCAL 47 Total			42,546.76

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
I.B.E.W. LOCAL 47 (PAC)	4086	1	40.00
		2	48.00
		3	48.00
		4	48.00
I.B.E.W. LOCAL 47 (PAC) Total			184.00
IBEW LOCAL 47 RETIREE MEDICAL TRUST	5217	1	6,094.03
		2	5,941.92
		3	5,866.36
		4	5,822.58
IBEW LOCAL 47 RETIREE MEDICAL TRUST Total			23,724.89
IMEG CONSULTANTS CORP	8667	1	4,150.50
		3	12,177.39
		4	3,519.90
IMEG CONSULTANTS CORP Total			19,847.79
IMPERIAL SUPPLIES, LLC	7970	2	113.22
		3	243.03
IMPERIAL SUPPLIES, LLC Total			356.25
INDEPENDENT REVIEW INVESTIGATIONS	8761	1	6,796.92
		2	4,692.80
		3	9,415.80
		4	7,997.15
INDEPENDENT REVIEW INVESTIGATIONS Total			28,902.67
INFOSEND, INC	6490	1	9,905.07
		2	11,159.96
		3	7,748.14
		4	7,619.38
INFOSEND, INC Total			36,432.55
INNER-TITE CORP	3748	1	2,918.80
INNER-TITE CORP Total			2,918.80
INNOVATIVE EMERGENCY EQUIPMENT	7066	2	0.00
		3	4,734.74
		4	82.43
INNOVATIVE EMERGENCY EQUIPMENT Total			4,817.17
INNOVATIVE FEDERAL STRATEGIES	6624	1	4,750.00
		2	4,750.00
		3	4,750.00
		4	0.00

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
INNOVATIVE FEDERAL STRATEGIES Total			14,250.00
INTEGRITY ARBORIST & ECOSCAPE INC	8754	1	25,564.50
		2	35,656.50
INTEGRITY ARBORIST & ECOSCAPE INC Total			61,221.00
INTERNAL REVENUE SERVICE	2484	1	853,218.69
		2	516,288.80
		3	540,651.25
		4	455,603.44
INTERNAL REVENUE SERVICE Total			2,365,762.18
IRON MOUNTAIN INFORMATION MGMT, LLC	6816	1	141.66
IRON MOUNTAIN INFORMATION MGMT, LLC Total			141.66
JACKSON, JENNIFER	7746	1	300.00
JACKSON, JENNIFER Total			300.00
JACKSON, NYLIA	8851	4	294.00
JACKSON, NYLIA Total			294.00
JACOBS, GAVIN	8852	4	357.00
JACOBS, GAVIN Total			357.00
JAUREGUI, ROBERTO	7122	3	16.50
		4	16.50
JAUREGUI, ROBERTO Total			33.00
JEREMY D WEINSTEIN	8819	2	1,995.00
		4	332.50
JEREMY D WEINSTEIN Total			2,327.50
JEWS, NICOLE	8232	3	318.96
		4	299.21
JEWS, NICOLE Total			618.17
JNE POLYGRAPH LLC	8039	1	850.00
		2	1,700.00
JNE POLYGRAPH LLC Total			2,550.00
JOE A GONSALVES & SON	5701	1	3,850.00
		2	3,850.00
		3	3,850.00
		4	3,850.00
JOE A GONSALVES & SON Total			15,400.00
JON'S FLAGS & POLES, INC	7776	1	348.00
JON'S FLAGS & POLES, INC Total			348.00
KEN GRODY FORD REDLANDS	7850	1	6,773.36

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
KEN GRODY FORD REDLANDS	7850	2	55.17
		4	780.88
KEN GRODY FORD REDLANDS Total			7,609.41
KIMLEY-HORN AND ASSOCIATES, INC	8101	1	10,027.50
		2	31,837.50
		3	35,612.50
KIMLEY-HORN AND ASSOCIATES, INC Total			77,477.50
KOLLER, MARIE	7103	1	21.00
		2	8.40
		4	21.00
KOLLER, MARIE Total			50.40
LEADSONLINE, LLC.	8011	1	3,886.00
LEADSONLINE, LLC. Total			3,886.00
LEIGHTRONIX INC	8614	4	5,376.00
LEIGHTRONIX INC Total			5,376.00
LEVEL II, INC	1670	1	27,812.00
		2	0.00
LEVEL II, INC Total			27,812.00
LEWIN, DEBORAH	8827	3	2,400.00
LEWIN, DEBORAH Total			2,400.00
LEXIPOL LLC	7046	1	7,999.20
		2	0.00
LEXIPOL LLC Total			7,999.20
LEXISNEXIS RISK SOLUTIONS	6618	1	7,783.43
		2	112.55
		3	112.55
LEXISNEXIS RISK SOLUTIONS Total			8,008.53
LIEBERT CASSIDY WHITMORE	4249	1	45,953.37
		2	43,741.78
LIEBERT CASSIDY WHITMORE Total			89,695.15
LINCOLN FINANCIAL GROUP	8577	1	10,940.66
		2	11,646.37
		3	11,432.30
		4	10,552.96
LINCOLN FINANCIAL GROUP Total			44,572.29
LOPEZ, ALFONSO	7939	2	250.00
LOPEZ, ALFONSO Total			250.00

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
LOPEZ, JOSEPH	8849	4	336.00
LOPEZ, JOSEPH Total			336.00
LOPEZ, MARISOL	8279	3	140.06
		4	587.24
LOPEZ, MARISOL Total			727.30
LOZANO SMITH LLP	7550	3	5,425.00
LOZANO SMITH LLP Total			5,425.00
MACIAS, RUBEN	6813	4	250.00
MACIAS, RUBEN Total			250.00
MAINSTREAM UNLIMITED	8845	4	1,233.05
MAINSTREAM UNLIMITED Total			1,233.05
MARIACHI COACHELLA LLC	8816	2	3,900.00
MARIACHI COACHELLA LLC Total			3,900.00
MARIPOSA LANDSCAPES, INC	8055	1	90,037.28
		2	44,838.66
		3	22,329.26
		4	18,256.89
MARIPOSA LANDSCAPES, INC Total			175,462.09
MARTINEZ, ROBERT	8723	4	307.50
MARTINEZ, ROBERT Total			307.50
MASON, BARBARA	8498	1	158.16
MASON, BARBARA Total			158.16
MC AVOY & MARKHAM	287	2	4,015.00
		3	20,990.78
MC AVOY & MARKHAM Total			25,005.78
MC CALL'S METER SALES	1757	2	1,403.79
		3	743.28
MC CALL'S METER SALES Total			2,147.07
MCCLEAN, DOROTHY	8825	3	1,500.00
MCCLEAN, DOROTHY Total			1,500.00
MERLIN JOHNSON CONSTRUCTION, INC	3577	1	0.00
		2	981.24
		4	1,594.52
MERLIN JOHNSON CONSTRUCTION, INC Total			2,575.76
MESSERER, ELIZABETH & RAY	8832	4	1,800.00
MESSERER, ELIZABETH & RAY Total			1,800.00
MICHAEL BAKER INTERNATIONAL, INC	7379	1	0.00

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
MICHAEL BAKER INTERNATIONAL, INC	7379	2	6,257.50
MICHAEL BAKER INTERNATIONAL, INC Total			6,257.50
MILSOFT UTILITY SOLUTIONS, INC	7548	1	10,900.00
		2	5,129.00
		3	5,129.00
		4	5,129.00
MILSOFT UTILITY SOLUTIONS, INC Total			26,287.00
MISC VENDOR	99001	1	2,713.48
		2	4,710.91
		3	4,208.86
		4	12,229.92
MISC VENDOR Total			23,863.17
MITSUBISHI ELECTRIC & ELECTRONICS	6402	1	353.87
		2	353.87
		3	353.87
		4	353.87
MITSUBISHI ELECTRIC & ELECTRONICS Total			1,415.48
MIXON, FRANKLEN	8493	1	17.25
		3	16.50
		4	16.50
MIXON, FRANKLEN Total			50.25
MODEL 1 COMMERCIAL VEHICLES	3412	3	2,115.73
		4	4,141.40
MODEL 1 COMMERCIAL VEHICLES Total			6,257.13
MORGAN, DEIDRA J	7406	3	31.50
		4	157.50
MORGAN, DEIDRA J Total			189.00
MORGAN, MIKECOE	8806	2	94.50
MORGAN, MIKECOE Total			94.50
MOTOROLA SOLUTIONS, INC.	1250	1	0.00
		3	9,345.16
MOTOROLA SOLUTIONS, INC. Total			9,345.16
MSW CONSULTANTS	8750	2	0.00
		3	3,650.00
MSW CONSULTANTS Total			3,650.00
MUNOZ, MARIBEL	6370	2	88.67
		3	192.39

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
MUNOZ, MARIBEL	6370	4	14.34
MUNOZ, MARIBEL Total			295.40
MUNOZ, RENE	7564	3	16.50
MUNOZ, RENE Total			16.50
MY COI LLC	8322	1	1,600.00
		2	800.00
		3	800.00
MY COI LLC Total			3,200.00
MYERS & SONS HI-WAY SAFETY INC.	3909	1	3,899.44
		3	2,313.07
MYERS & SONS HI-WAY SAFETY INC. Total			6,212.51
N2W ENGINEERING, INC	8001	1	0.00
		2	36,406.88
		3	39,107.88
		4	24,817.50
N2W ENGINEERING, INC Total			100,332.26
NADING, JOHN	8835	4	3,000.00
NADING, JOHN Total			3,000.00
NAPA AUTO PARTS	7805	1	6.99
		2	277.30
		4	161.50
NAPA AUTO PARTS Total			445.79
NEARMAP US INC	8748	2	12,000.00
		4	0.00
NEARMAP US INC Total			12,000.00
NEXTREQUEST	7519	1	7,019.55
NEXTREQUEST Total			7,019.55
NHA ADVISORS, LLC	8350	1	2,231.25
		2	10,175.00
		3	11,462.50
		4	12,181.25
NHA ADVISORS, LLC Total			36,050.00
NIETO, FRANCISCO	7563	3	55.00
		4	16.50
NIETO, FRANCISCO Total			71.50
NOTTINGHAM, MICHAEL	7032	4	288.75
NOTTINGHAM, MICHAEL Total			288.75

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
NUNEZ, FIDEL	8837	4	2,400.00
NUNEZ, FIDEL Total			2,400.00
OERTEL, ERICH	5811	1	17.25
		3	684.21
		4	407.00
OERTEL, ERICH Total			1,108.46
ONESOURCE DISTRIBUTORS	5076	1	5,401.94
		2	17,513.69
		3	1,133.53
		4	11,170.71
ONESOURCE DISTRIBUTORS Total			35,219.87
ONLINE INFORMATION SERVICES	7435	1	822.71
		2	529.92
		4	912.88
ONLINE INFORMATION SERVICES Total			2,265.51
OPENGOV, INC	7618	3	999.00
OPENGOV, INC Total			999.00
ORACLE AMERICA INC	8458	1	40,963.23
		2	13,267.92
		3	24,778.56
		4	13,344.84
ORACLE AMERICA INC Total			92,354.55
O'REILLY AUTO PARTS	4076	1	451.44
		2	24.85
		3	701.02
O'REILLY AUTO PARTS Total			1,177.31
P&P UNIFORMS	6764	3	673.37
		4	19.38
P&P UNIFORMS Total			692.75
PACKHAM & TOOMEY, INC	7787	1	260.00
		2	260.00
		3	1,639.43
		4	260.00
PACKHAM & TOOMEY, INC Total			2,419.43
PARKHOUSE TIRE, INC.	2487	1	5,119.05
		2	2,386.54
		3	4,417.91

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
PARKHOUSE TIRE, INC.	2487	4	7,688.77
PARKHOUSE TIRE, INC. Total			19,612.27
PARS	5191	1	4,910.37
		2	3,564.59
		3	951.64
		4	707.39
PARS Total			10,133.99
PARTS AUTHORITY	7789	1	2,791.23
		2	2,865.79
		3	2,224.55
		4	4,118.84
PARTS AUTHORITY Total			12,000.41
PASS EDA	1591	4	150.00
PASS EDA Total			150.00
PATTON, CAROLINE	8138	3	164.63
PATTON, CAROLINE Total			164.63
PAYPRO ADMINISTRATORS	5752	1	171.00
		3	115.00
		4	115.00
PAYPRO ADMINISTRATORS Total			401.00
PINNACLE PETROMLEUM INC	8787	2	26,954.93
		3	29,416.89
		4	56,367.83
PINNACLE PETROMLEUM INC Total			112,739.65
PIONEER AMERICAS LLC	8386	1	0.00
		2	6,678.25
		3	6,783.92
PIONEER AMERICAS LLC Total			13,462.17
PLATT, JEFFREY	8481	4	198.32
PLATT, JEFFREY Total			198.32
PLAYHOUSE BOWL ASSOCIATION, INC.	3560	1	12,500.00
PLAYHOUSE BOWL ASSOCIATION, INC. Total			12,500.00
POULTER, HANNAH	8226	1	17.25
		2	459.00
		3	459.00
		4	915.25
POULTER, HANNAH Total			1,850.50

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
PRE-PAID LEGAL SERVICES, INC	4411	1	313.91
		2	297.96
		3	272.06
PRE-PAID LEGAL SERVICES, INC Total			883.93
PRESCOTT, KEVIN	8324	1	17.25
		4	631.50
PRESCOTT, KEVIN Total			648.75
PRESS-ENTERPRISE, THE	1295	1	126.17
		2	915.00
		3	136.77
		4	804.74
PRESS-ENTERPRISE, THE Total			1,982.68
PRITCHARD, RESHAY	8834	4	1,800.00
PRITCHARD, RESHAY Total			1,800.00
PUBLIC AGENCY RETIREMENT SERVICES	5242	3	300.00
PUBLIC AGENCY RETIREMENT SERVICES Total			300.00
PUBLIC ENTITY RISK MANAGEMENT	978	1	3,593,240.00
PUBLIC ENTITY RISK MANAGEMENT Total			3,593,240.00
PULVER, JODEANE V	8168	1	248.50
		2	189.00
		3	255.50
		4	206.50
PULVER, JODEANE V Total			899.50
QT POD	8674	1	0.00
		2	1,195.00
QT POD Total			1,195.00
QUADIENT LEASING USA, INC	6694	1	0.00
		2	521.66
		4	0.00
QUADIENT LEASING USA, INC Total			521.66
QUADIENT POSTAGE FUNDING	8211	1	5,000.00
		2	(5,000.00)
		3	1,030.00
		4	1,000.00
QUADIENT POSTAGE FUNDING Total			2,030.00
RACEWAY FORD INC	4759	1	90.30
		3	7.72

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
RACEWAY FORD INC	4759	4	1,176.83
RACEWAY FORD INC Total			1,274.85
REAVIS CODE UTILITY SOLUTIONS, LLC	7648	1	51,300.00
REAVIS CODE UTILITY SOLUTIONS, LLC Total			51,300.00
RECORD GAZETTE, THE	1555	1	368.58
RECORD GAZETTE, THE Total			368.58
RED HAWK SERVICES	7290	1	103,216.48
		3	0.00
RED HAWK SERVICES Total			103,216.48
REZENDES, DILLON	8243	2	379.50
REZENDES, DILLON Total			379.50
RICHARDS WATSON GERSHON	7337	2	74,006.79
		3	94,130.90
		4	81,654.78
RICHARDS WATSON GERSHON Total			249,792.47
RICK ENGINEERING COMPANY	8632	1	0.00
		2	5,975.39
RICK ENGINEERING COMPANY Total			5,975.39
RILEY, ANTHONY	8615	1	86.64
RILEY, ANTHONY Total			86.64
RINCON CONSULTANTS, INC.	8003	1	0.00
		2	2,896.50
RINCON CONSULTANTS, INC. Total			2,896.50
RIV. CO. DEPT OF ENVIRONMENTAL	3097	3	1,922.23
RIV. CO. DEPT OF ENVIRONMENTAL Total			1,922.23
RIV. CO. FIRE DEPARTMENT	1643	3	907,198.19
RIV. CO. FIRE DEPARTMENT Total			907,198.19
RIV. CO. HEALTH SVCS AGENCY	2526	2	366.00
RIV. CO. HEALTH SVCS AGENCY Total			366.00
RIV. CO. SHERIFF'S DEPARTMENT	1642	1	31,250.00
RIV. CO. SHERIFF'S DEPARTMENT Total			31,250.00
RIV. CO. TLMA ADMINISTRATION	1329	2	10,000.00
RIV. CO. TLMA ADMINISTRATION Total			10,000.00
RIVERSIDE COUNTY SHERIFF-PSEC	2938	3	5,157.40
		4	5,768.44
RIVERSIDE COUNTY SHERIFF-PSEC Total			10,925.84
RIVERSIDE PUBLIC UTILITIES	4433	1	1,472,841.79

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
RIVERSIDE PUBLIC UTILITIES	4433	2	3,054,511.61
		3	2,701,396.14
		4	2,672,505.19
RIVERSIDE PUBLIC UTILITIES Total			9,901,254.73
RIVERSIDE UNIVERSITY HEALTH SYSTEM	7998	3	2,400.00
RIVERSIDE UNIVERSITY HEALTH SYSTEM Total			2,400.00
RIVERSIDE, COUNTY OF	1317	3	147.00
	1319	1	8,481.25
RIVERSIDE, COUNTY OF Total			8,628.25
ROBERT HALF INTERNATIONAL	5151	1	15,493.00
		2	(21.74)
ROBERT HALF INTERNATIONAL Total			15,471.26
ROBINSON, BRANDON A	6532	3	154.94
ROBINSON, BRANDON A Total			154.94
ROCKWELL, AMBER	6071	4	71.25
ROCKWELL, AMBER Total			71.25
RODRIGUEZ, MANUEL	8794	3	55.00
RODRIGUEZ, MANUEL Total			55.00
RODRIGUEZ, MONIQUE	8762	2	99.00
RODRIGUEZ, MONIQUE Total			99.00
ROEBUCK, ALYSSA	8086	2	193.50
		3	33.00
		4	16.50
ROEBUCK, ALYSSA Total			243.00
RON TURLEY ASSOCIATES INC	1341	1	7,200.00
		2	0.00
RON TURLEY ASSOCIATES INC Total			7,200.00
RUELAS, ELIAS	7006	3	150.00
RUELAS, ELIAS Total			150.00
SAN BERNARDINO CO TAX COLLECTOR	3762	4	1,620.86
SAN BERNARDINO CO TAX COLLECTOR Total			1,620.86
SAN BERNARDINO PUBLIC EMPLOYEES	5998	1	2,769.17
		2	2,721.23
		3	2,527.57
		4	2,371.89
SAN BERNARDINO PUBLIC EMPLOYEES Total			10,389.86
SANCHEZ, ALBERTO	8024	4	232.08

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
SANCHEZ, ALBERTO Total			232.08
SANTA ANA WATERSHED PROJ AUTHORITY	6965	1	28,484.21
SANTA ANA WATERSHED PROJ AUTHORITY Total			28,484.21
SATELLITE PHONE STORE	8235	1	307.95
		2	307.95
		3	307.95
		4	307.95
SATELLITE PHONE STORE Total			1,231.80
SC FUELS	7727	1	54,632.56
		2	592.00
		3	4,908.49
SC FUELS Total			60,133.05
SCA OF CA, LLC	8231	1	0.00
		4	11,559.00
SCA OF CA, LLC Total			11,559.00
SCPPA	8626	1	299.00
		2	14,365.40
		3	114,495.44
		4	347.54
SCPPA Total			129,507.38
SERVIAM BY WRIGHT LLP	7131	2	19,946.13
		3	9,773.39
		4	9,968.88
SERVIAM BY WRIGHT LLP Total			39,688.40
SGP DESIGN AND PRINT	5901	1	546.43
		3	93.74
SGP DESIGN AND PRINT Total			640.17
SIRLS, STEPHANIE	8601	1	380.60
SIRLS, STEPHANIE Total			380.60
SITEONE LANDSCAPE SUPPLY	7095	1	1,843.35
		3	1,056.30
		4	1,281.27
SITEONE LANDSCAPE SUPPLY Total			4,180.92
SMART & FINAL	1561	1	1,614.18
		2	132.30
		3	520.80
		4	193.89

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
SMART & FINAL Total			2,461.17
SMITH, BRANDON	6127	3	274.50
		4	288.75
SMITH, BRANDON Total			563.25
SO CAL JOINT POLE COMMITTEE	1373	1	1,192.21
		2	1,692.12
		3	1,682.78
		4	1,127.31
SO CAL JOINT POLE COMMITTEE Total			5,694.42
SOCAL PROPANE LLC	8625	1	80.00
SOCAL PROPANE LLC Total			80.00
SOFTWARE ONE, INC	7083	1	0.00
		2	93,861.92
		3	3,401.74
		4	3,680.23
SOFTWARE ONE, INC Total			100,943.89
SONSRAY FLEET SERVICES	4753	1	0.00
		3	766.40
SONSRAY FLEET SERVICES Total			766.40
SOUTH COAST AIR QUALITY	1370	1	28.14
		2	3,676.80
		3	3,535.00
		4	902.38
SOUTH COAST AIR QUALITY Total			8,142.32
SOUTHERN CALIF ASSN OF GOVERNMENTS	1346	1	4,600.00
SOUTHERN CALIF ASSN OF GOVERNMENTS Total			4,600.00
SOUTHERN CALIFORNIA EDISON	1371	1	5,189.44
		2	4,480.73
		3	4,532.93
		4	3,804.91
SOUTHERN CALIFORNIA EDISON Total			18,008.01
SOUTHERN CALIFORNIA GAS CO	1376	2	6,297.92
		3	8,662.95
		4	8,135.05
SOUTHERN CALIFORNIA GAS CO Total			23,095.92
SOUTHERN CALIFORNIA WEST COAST ELEC	1377	1	8,218.01
		2	5,780.00

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
SOUTHERN CALIFORNIA WEST COAST ELEC	1377	3	3,346.05
		4	5,960.51
SOUTHERN CALIFORNIA WEST COAST ELEC Total			23,304.57
SOUTHWEST POWER POOL, INC	7488	1	312.79
		2	0.00
SOUTHWEST POWER POOL, INC Total			312.79
SPS VAR, LLC	4796	1	9,030.00
		2	0.00
SPS VAR, LLC Total			9,030.00
STAFFORD, CHERYL	7246	2	300.00
		3	30.45
		4	82.68
STAFFORD, CHERYL Total			413.13
STAGECOACH DAYS ASSOCIATION	6989	1	30,500.00
		3	555.00
		4	15.00
STAGECOACH DAYS ASSOCIATION Total			31,070.00
STAPLES BUSINESS ADVANTAGE	7084	1	3,247.93
		2	2,989.07
		3	1,895.30
		4	777.26
STAPLES BUSINESS ADVANTAGE Total			8,909.56
STATE OF CALIFORNIA DOJ	4000	1	571.00
		2	1,103.00
		3	1,936.00
		4	1,642.00
STATE OF CALIFORNIA DOJ Total			5,252.00
STATE WATER RESOURCES CONTROL	6849	1	105.00
		2	60.00
STATE WATER RESOURCES CONTROL Total			165.00
STATEWIDE TOWING & RECOVERY, INC	3952	3	990.00
STATEWIDE TOWING & RECOVERY, INC Total			990.00
STC TRAFFIC INC	8249	1	0.00
		2	0.00
		3	815.00
		4	15,480.00
STC TRAFFIC INC Total			16,295.00

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
STOCKMAN, JULIA	8735	1	542.50
STOCKMAN, JULIA Total			542.50
STOCKTON CONSULTING	6222	1	0.00
		3	3,712.50
		4	861.75
STOCKTON CONSULTING Total			4,574.25
STONE, BRADLEY	8855	4	273.00
STONE, BRADLEY Total			273.00
STURM, ADAM	8452	1	250.00
STURM, ADAM Total			250.00
SUN RIDGE SYSTEMS INC	4772	3	26,175.00
SUN RIDGE SYSTEMS INC Total			26,175.00
SUPERION, LLC	7961	1	26,807.18
		2	26,807.18
SUPERION, LLC Total			53,614.36
SYNAGRO-WWT, INC	7152	1	4,442.84
SYNAGRO-WWT, INC Total			4,442.84
TASC	5885	1	4,903.98
		2	3,490.00
		3	2,280.82
		4	2,280.82
TASC Total			12,955.62
TEAMCALIFORNIA ECONOMIC DEV CORP	8670	2	2,500.00
TEAMCALIFORNIA ECONOMIC DEV CORP Total			2,500.00
TEC EQUIPMENT, INC	7997	1	2,549.43
		2	636.41
		3	15.65
		4	1,178.96
TEC EQUIPMENT, INC Total			4,380.45
TELEPACIFIC COMMUNICATIONS	6583	1	1,560.86
		2	1,560.86
		3	1,560.86
		4	1,561.74
TELEPACIFIC COMMUNICATIONS Total			6,244.32
TERMINIX COMMERCIAL	1802	1	16,212.04
		2	0.00
		3	0.00

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
TERMINIX COMMERCIAL Total			16,212.04
TETRA TECH INC.	7297	1	0.00
		2	13,153.09
		3	6,000.00
		4	10,555.00
TETRA TECH INC. Total			29,708.09
TEXAS LIFE INSURANCE COMPANY	8576	1	6,258.63
		2	5,886.08
		3	5,886.08
TEXAS LIFE INSURANCE COMPANY Total			18,030.79
THE HOUSE OF PORTRAITS INC	8818	4	880.78
THE HOUSE OF PORTRAITS INC Total			880.78
THESIER, DEREK	4985	4	104.30
THESIER, DEREK Total			104.30
THOMPSON COBURN, LLP	6895	1	34,634.07
		3	8,596.85
		4	6,437.39
THOMPSON COBURN, LLP Total			49,668.31
THORNTON, CHRIS	5804	2	249.50
THORNTON, CHRIS Total			249.50
TOLAR MANUFACTURING CO, INC	6409	1	4,536.28
		4	0.00
TOLAR MANUFACTURING CO, INC Total			4,536.28
TOM BELL CHEVROLET	416	3	314.97
TOM BELL CHEVROLET Total			314.97
TOP-LINE INDUSTRIAL SUPPLY, LCC	7976	3	60.75
TOP-LINE INDUSTRIAL SUPPLY, LCC Total			60.75
TRANSWEST TRUCK CENTER, LLC	420	1	180,783.75
		2	0.00
TRANSWEST TRUCK CENTER, LLC Total			180,783.75
TRENCH SHORING COMPANY	4540	2	267.50
		3	313.00
		4	306.00
TRENCH SHORING COMPANY Total			886.50
TRI COUNTY PUMP COMPANY	6808	1	0.00
		2	37,921.46
TRI COUNTY PUMP COMPANY Total			37,921.46

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
TRI-GLOBAL TECHNOLOGIES, LLC	7874	3	4,185.00
TRI-GLOBAL TECHNOLOGIES, LLC Total			4,185.00
TURBO DATA SYSTEMS INC	2403	1	157.10
		2	150.00
		3	151.44
TURBO DATA SYSTEMS INC Total			458.54
TURBOSCAPE, INC	8081	1	6,540.00
TURBOSCAPE, INC Total			6,540.00
U.S. BANK	3590	1	3,757.50
		2	1,924,702.67
		3	5,500.00
		4	1,995,406.26
U.S. BANK Total			3,929,366.43
ULTIMATE ROOF	8760	1	1,758.35
ULTIMATE ROOF Total			1,758.35
UNDERGROUND SERVICE ALERT	871	1	248.28
		2	198.87
		3	174.82
		4	171.12
UNDERGROUND SERVICE ALERT Total			793.09
USABLUEBOOK	1993	1	290.93
		4	0.00
USABLUEBOOK Total			290.93
VANCE CORPORATION	8175	1	0.00
		3	1,128,927.12
		4	44,802.77
VANCE CORPORATION Total			1,173,729.89
VEOLIA WATER CONTRACT OPERATIONS US	7007	1	76,371.36
		2	76,371.36
VEOLIA WATER CONTRACT OPERATIONS US Total			152,742.72
VERIZON WIRELESS SERVICES, LLC	5369	1	13,729.09
		2	10,042.00
		3	10,524.31
		4	9,515.23
VERIZON WIRELESS SERVICES, LLC Total			43,810.63
VESTIS SERVICES LLC	7743	1	369.96
		2	470.47

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
VESTIS SERVICES LLC	7743	3	403.00
		4	403.00
VESTIS SERVICES LLC Total			1,646.43
VIGILANT LLC	8631	1	8,379.53
		2	8,341.72
		3	8,266.10
		4	8,341.72
VIGILANT LLC Total			33,329.07
VIRTUAL PROJECT MANAGER, LLC	7885	1	1,000.00
		2	2,000.00
		4	2,000.00
VIRTUAL PROJECT MANAGER, LLC Total			5,000.00
VISION SECURITY SYSTEMS	6143	1	2,355.00
		2	12,175.06
		3	756.02
		4	13,151.39
VISION SECURITY SYSTEMS Total			28,437.47
VISTA PAINT	1890	1	1,740.94
		2	180.48
		3	455.45
VISTA PAINT Total			2,376.87
VULCAN MATERIALS	6650	2	2,779.24
VULCAN MATERIALS Total			2,779.24
WALKER, BRIAN	4984	3	274.50
		4	16.50
WALKER, BRIAN Total			291.00
WALKER, LORRAINE	8449	2	300.00
		3	166.70
WALKER, LORRAINE Total			466.70
WALLACE, A'JA	8189	4	300.00
WALLACE, A'JA Total			300.00
WALLACE, COLLEEN	7576	1	54.61
		2	102.51
		3	41.47
		4	325.55
WALLACE, COLLEEN Total			524.14
WALTER STANLEY COS, LLC	7282	1	1,903.67

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
WALTER STANLEY COS, LLC	7282	2	95.17
		4	519.68
WALTER STANLEY COS, LLC Total			2,518.52
WASHINGTON, MARK	6962	4	86.09
WASHINGTON, MARK Total			86.09
WASTE MANAGEMENT 0F THE IE	1437	3	10,105.21
		4	10.91
WASTE MANAGEMENT 0F THE IE Total			10,116.12
WATERLINE TECHNOLOGIES, INC	6918	1	3,537.78
		2	1,985.57
		3	1,260.75
WATERLINE TECHNOLOGIES, INC Total			6,784.10
WELDOR'S SUPPLY AND STEEL	7249	1	4,500.00
		4	313.62
WELDOR'S SUPPLY AND STEEL Total			4,813.62
WELLS FARGO BANK	2256	1	1,400,473.39
		2	1,233,193.44
		3	1,368,811.72
		4	1,196,546.41
	4228	1	900.00
		2	600.00
		3	600.00
		4	600.00
WELLS FARGO BANK Total			5,201,724.96
WELLS FARGO CARD SERVICES INC	4821	1	45,808.69
		2	49,481.30
		3	42,645.13
WELLS FARGO CARD SERVICES INC Total			137,935.12
WEST COAST ARBORISTS, INC	3999	1	3,150.00
		2	10,500.00
WEST COAST ARBORISTS, INC Total			13,650.00
WESTERN WATER WORKS SUPPLY CO	464	3	5,151.10
		4	4,878.06
WESTERN WATER WORKS SUPPLY CO Total			10,029.16
WESTRUX INTERNATIONAL INC	143	1	488.01
		2	0.00
WESTRUX INTERNATIONAL INC Total			488.01

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72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
WHITE CAP LP	2836	1	5,874.58
WHITE CAP LP Total			5,874.58
WILBUR'S POWER EQUIPMENT	466	4	1,053.17
WILBUR'S POWER EQUIPMENT Total			1,053.17
WILDLIFE CONTROL SERVICE INC	7605	1	1,250.00
		2	1,250.00
		3	1,250.00
		4	1,250.00
WILDLIFE CONTROL SERVICE INC Total			5,000.00
WILLDAN ENGINEERING	6184	1	877.50
		2	49,577.50
		3	73,992.50
		4	44,617.50
WILLDAN ENGINEERING Total			169,065.00
WILLDAN FINANCIAL SERVICES	2971	1	983.36
		3	782.20
WILLDAN FINANCIAL SERVICES Total			1,765.56
WILLIAMS SCOTSMAN, INC	1357	1	1,611.94
WILLIAMS SCOTSMAN, INC Total			1,611.94
WINDSTREAM SERVICES, LLC	8344	1	6,579.08
		2	6,584.39
		3	6,558.69
WINDSTREAM SERVICES, LLC Total			19,722.16
WIRZ & COMPANY INC	8779	1	3,749.70
WIRZ & COMPANY INC Total			3,749.70
WOODARD & CURRAN, INC	7220	1	0.00
		2	12,576.25
WOODARD & CURRAN, INC Total			12,576.25
WRCOG	2690	4	6,703.52
WRCOG Total			6,703.52
XENIA PACIFIC, INC	6662	3	1,042.49
		4	38.79
XENIA PACIFIC, INC Total			1,081.28
YARYAN, MARY	8738	1	517.86
		4	4,500.00
YARYAN, MARY Total			5,017.86
YOUNG, CARLA	5375	4	71.25

Vendor Total FY 2024-25

72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	0.00
YOUNG, CARLA Total			71.25
YUNEX, LLC	8096	1	0.00
		2	1,037.00
		3	2,694.01
		4	2,167.54
YUNEX, LLC Total			5,898.55
ZENNER PERFORMANCE METERS, INC	6499	1	22,405.82
		3	8,411.22
ZENNER PERFORMANCE METERS, INC Total			30,817.04
ZOLLAR, WILLIAM	8843	4	2,000.00
ZOLLAR, WILLIAM Total			2,000.00
Grand Total			40,207,772.35

Vendor By Fund FY 2024-25

Sum of Tran Amt				FY
Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
		1 Total		1,166.55
		2	001	272.18
		2 Total		272.18
ADVANCED WORKPLACE STRATEGIES INC Total				1,438.73
ALBERT A. WEBB ASSOCIATES	3065	1	101	39,211.75
			661	1,120.14
			681	0.00
			683	0.00
		1 Total		40,331.89
		2	661	0.00
		2 Total		0.00
		3	101	27,408.54
			661	5,791.76
			681	825.13
		3 Total		34,025.43
ALBERT A. WEBB ASSOCIATES Total				74,357.32
ALL STAR ELITE SPORTS	7098	1	001	175.81
		1 Total		175.81
		4	001	466.86
		4 Total		466.86
ALL STAR ELITE SPORTS Total				642.67
ALTEC INDUSTRIES, INC.	1616	1	702	10,453.82
		1 Total		10,453.82
		4	702	1,858.56
		4 Total		1,858.56
ALTEC INDUSTRIES, INC. Total				12,312.38
AMAZON BUSINESS	7468	1	001	2,413.31
			222	0.00
			660	258.82
			670	1,315.24
			675	2,153.32
			702	444.59
			705	0.00
			761	727.57
			810	1,278.92
		1 Total		8,591.77
		2	001	3,069.10
			660	497.60

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
AMAZON BUSINESS	7468	2	670	256.52
			675	1,514.64
			704	97.45
			761	527.81
		2 Total		5,963.12
		3	001	3,437.81
			201	46.30
			660	160.06
			670	397.10
			675	458.73
			703	183.51
			704	123.89
			761	65.42
		3 Total		4,872.82
		4	001	2,398.77
			100	157.84
			201	643.31
			660	(183.28)
			670	472.81
			675	916.98
			702	67.73
			705	176.81
			761	836.84
			810	399.22
		4 Total		5,887.03
AMAZON BUSINESS Total				25,314.74
AMERICAN FIDELITY ASSURANCE	8584	1	001	25,109.20
		1 Total		25,109.20
		2	001	24,826.60
		2 Total		24,826.60
		3	001	25,445.18
		3 Total		25,445.18
	2295	1	001	7,554.16
		1 Total		7,554.16
		2	001	7,554.16
		2 Total		7,554.16
		3	001	7,100.00
		3 Total		7,100.00
AMERICAN FIDELITY ASSURANCE Total				97,589.30

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
AMERICAN FORENSIC NURSES	4265	1	001	1,021.02
		1 Total		1,021.02
		2	001	1,021.02
		2 Total		1,021.02
		3	001	3,349.76
		3 Total		3,349.76
		4	001	1,174.17
		4 Total		1,174.17
AMERICAN FORENSIC NURSES Total				6,565.97
ANIXTER, INC	7048	1	670	3,496.38
		1 Total		3,496.38
		2	670	9,983.98
		2 Total		9,983.98
		3	670	1,098.64
		3 Total		1,098.64
		4	670	1,049.60
		4 Total		1,049.60
ANIXTER, INC Total				15,628.60
ARCE, PAUL	8331	3	001	84.00
		3 Total		84.00
		4	001	112.00
		4 Total		112.00
ARCE, PAUL Total				196.00
AT&T CALNET 2	6175	1	001	412.59
		1 Total		412.59
		2	001	661.67
		2 Total		661.67
		3	001	655.72
		3 Total		655.72
		4	001	976.74
		4 Total		976.74
AT&T CALNET 2 Total				2,706.72
AT&T MOBILITY LLC	8147	1	001	1,737.14
		1 Total		1,737.14
		2	001	3,044.34
		2 Total		3,044.34
		3	001	2,924.34
		3 Total		2,924.34
		4	001	3,264.34

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
AT&T MOBILITY LLC	8147	4 Total		3,264.34
AT&T MOBILITY LLC Total				10,970.16
ATBACKGROUNDS	7667	2	001	462.30
		2 Total		462.30
ATBACKGROUNDS Total				462.30
ATWORK PERSONNEL SERVICES	7937	1	001	1,381.13
			660	1,216.28
			680	1,216.28
			702	810.86
		1 Total		4,624.55
		2	001	2,344.07
			660	2,072.66
			680	2,072.66
			702	1,381.76
		2 Total		7,871.15
		3	001	2,036.18
			660	1,610.82
			680	1,610.81
			702	1,073.87
		3 Total		6,331.68
		4	001	1,861.30
			660	1,774.15
			680	1,774.15
			702	1,182.75
			761	5,522.20
		4 Total		12,114.55
ATWORK PERSONNEL SERVICES Total				30,941.93
AURIGA CORPORATION	8259	1	673	2,800.00
		1 Total		2,800.00
		2	673	1,550.00
		2 Total		1,550.00
		3	673	2,200.00
		3 Total		2,200.00
AURIGA CORPORATION Total				6,550.00
BABCOCK LABORATORIES, INC	6774	1	660	1,566.00
			680	144.00
		1 Total		1,710.00
		2	660	5,414.25
			680	422.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
BABCOCK LABORATORIES, INC	6774	2 Total		5,836.25
		3	660	14,220.06
			680	1,856.19
		3 Total		16,076.25
		4	660	5,569.39
			680	78.68
		4 Total		5,648.07
BABCOCK LABORATORIES, INC Total				29,270.57
BANNING POLICE OFFICERS ASSOC.	7990	1	001	2,910.30
		1 Total		2,910.30
		2	001	2,860.30
		2 Total		2,860.30
		3	001	2,960.30
		3 Total		2,960.30
		4	001	2,960.30
		4 Total		2,960.30
BANNING POLICE OFFICERS ASSOC. Total				11,691.20
BARR DOOR, INC	6710	2	704	4,124.39
		2 Total		4,124.39
		3	704	0.00
		3 Total		0.00
		4	704	3,571.93
		4 Total		3,571.93
BARR DOOR, INC Total				7,696.32
BEAUMONT CHERRY VALLEY WATER	3674	1	660	2,402.74
		1 Total		2,402.74
		2	660	227.56
		2 Total		227.56
		3	660	378.51
		3 Total		378.51
BEAUMONT CHERRY VALLEY WATER Total				3,008.81
BEAUMONT DO IT BEST HOME CENTER	6091	1	001	2,045.16
			100	287.92
			101	38.75
			704	788.00
			810	76.63
		1 Total		3,236.46
		2	001	477.68
			100	361.22

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
BEAUMONT DO IT BEST HOME CENTER	6091	2	111	3.21
			660	11.59
			704	548.78
			810	381.95
		2 Total		1,784.43
		3	001	566.72
			100	289.38
			111	51.16
			610	43.09
			660	10.20
			704	257.10
			810	40.35
		3 Total		1,258.00
		4	001	739.72
			100	135.13
			111	72.23
			610	84.01
			704	1,028.02
		4 Total		2,059.11
BEAUMONT DO IT BEST HOME CENTER Total				8,338.00
BEAUMONT SAFE & LOCK	951	1	001	6.43
			810	267.29
		1 Total		273.72
		2	660	37.54
			704	731.31
		2 Total		768.85
		4	704	104.00
			810	134.05
		4 Total		238.05
BEAUMONT SAFE & LOCK Total				1,280.62
BENHAR, DIANA T	7099	1	001	1,025.50
		1 Total		1,025.50
		2	001	626.50
		2 Total		626.50
		3	001	287.00
		3 Total		287.00
		4	001	479.50
		4 Total		479.50
BENHAR, DIANA T Total				2,418.50

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
BIO-TOX LABORATORIES	2051	1	001	0.00
		1 Total		0.00
		2	001	2,224.00
		2 Total		2,224.00
		3	001	574.00
		3 Total		574.00
		4	001	1,348.00
		4 Total		1,348.00
BIO-TOX LABORATORIES Total				4,146.00
BLAIS & ASSOCIATES, LLC	7612	1	001	0.00
			100	2,102.50
			660	0.00
			705	0.00
		1 Total		2,102.50
		2	100	0.00
		2 Total		0.00
		3	100	917.50
			660	375.00
		3 Total		1,292.50
		4	100	670.00
			660	7,575.00
		4 Total		8,245.00
BLAIS & ASSOCIATES, LLC Total				11,640.00
BLAISDELL'S BUSINESS PRODUCTS	8271	1	001	0.00
		1 Total		0.00
		2	001	753.50
			702	107.64
			705	1,345.53
		2 Total		2,206.67
BLAISDELL'S BUSINESS PRODUCTS Total				2,206.67
BLUEBEAM, INC	8338	4	705	2,340.00
		4 Total		2,340.00
BLUEBEAM, INC Total				2,340.00
BUSINESS TELECOMMUNICATION	6702	1	001	0.00
			702	0.00
		1 Total		0.00
		2	001	533.06
		2 Total		533.06
BUSINESS TELECOMMUNICATION Total				533.06

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CA. ST. EMPLOYMENT DEV. DEPT.	985	1	001	164,376.47
		1 Total		164,376.47
		2	001	97,050.52
		2 Total		97,050.52
		3	001	106,529.95
		3 Total		106,529.95
		4	001	89,542.74
		4 Total		89,542.74
CA. ST. EMPLOYMENT DEV. DEPT. Total				457,499.68
CA. ST. PUBLIC EMPLOYEES	997	1	001	4,674,291.88
		1 Total		4,674,291.88
		2	001	526,473.84
		2 Total		526,473.84
		3	001	681,279.02
		3 Total		681,279.02
		4	001	531,690.90
		4 Total		531,690.90
CA. ST. PUBLIC EMPLOYEES Total				6,413,735.64
CALIFORNIA DEPT OF TAX AND FEE ADMN	1756	3	670	17,578.00
		3 Total		17,578.00
CALIFORNIA DEPT OF TAX AND FEE ADMN Total				17,578.00
CALIFORNIA LAW ENFORCE ASSN	3780	1	001	1,056.00
		1 Total		1,056.00
		2	001	1,120.00
		2 Total		1,120.00
		3	001	1,088.00
		3 Total		1,088.00
		4	001	1,152.00
		4 Total		1,152.00
CALIFORNIA LAW ENFORCE ASSN Total				4,416.00
CALIFORNIA WATER ENVIRONMENT	4042	2	660	572.00
		2 Total		572.00
CALIFORNIA WATER ENVIRONMENT Total				572.00
CAMPA, ERIC	7287	1	001	851.00
		1 Total		851.00
		3	001	259.00
		3 Total		259.00
CAMPA, ERIC Total				1,110.00
CANON FINANCIAL SERVICES, INC	7078	1	001	510.61

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CANON FINANCIAL SERVICES, INC	7078	1	660	178.45
			670	572.03
			705	613.99
			761	178.45
		1 Total		2,053.53
		2	001	541.44
			660	178.45
			670	571.83
			705	774.68
			761	178.45
		2 Total		2,244.85
		3	001	510.60
			660	178.44
			670	548.12
			705	637.26
			761	178.44
		3 Total		2,052.86
		4	001	541.43
			660	178.44
			670	548.12
			705	797.68
			761	178.44
		4 Total		2,244.11
CANON FINANCIAL SERVICES, INC Total				8,595.35
CASC ENGINEERING AND CONSULTING INC	6874	1	001	0.00
			100	1,011.25
		1 Total		1,011.25
		2	100	8,223.75
		2 Total		8,223.75
		3	100	2,940.00
		3 Total		2,940.00
CASC ENGINEERING AND CONSULTING INC Total				12,175.00
CELL BUSINESS EQUIP-LEASING	7561	1	670	2,082.04
			705	0.00
		1 Total		2,082.04
		2	670	1,260.54
			705	0.00
		2 Total		1,260.54
		3	670	821.50

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CELL BUSINESS EQUIP-LEASING	7561	3 Total		821.50
		4	670	1,987.81
		4 Total		1,987.81
CELL BUSINESS EQUIP-LEASING Total				6,151.89
CELL BUSINESS EQUIPMENT (CBE)	7033	1	001	626.68
			660	66.34
			670	145.14
			705	801.58
			761	243.67
		1 Total		1,883.41
		2	001	438.26
			660	19.67
			670	81.93
			705	282.10
			761	99.53
		2 Total		921.49
		3	001	304.82
			660	41.40
			670	109.05
			705	524.59
			761	141.97
		3 Total		1,121.83
		4	001	333.03
			660	31.51
			670	152.25
			705	1,046.78
			761	164.46
		4 Total		1,728.03
CELL BUSINESS EQUIPMENT (CBE) Total				5,654.76
CENTER ELECTRIC SERVICES, INC	5307	1	660	3,499.77
		1 Total		3,499.77
CENTER ELECTRIC SERVICES, INC Total				3,499.77
CHANDLER ASSET MANAGEMENT INC	8471	1	001	0.00
		1 Total		0.00
		2	001	2,062.39
		2 Total		2,062.39
		3	001	2,091.93
		3 Total		2,091.93
		4	001	2,104.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CHANDLER ASSET MANAGEMENT INC	8471	4 Total		2,104.00
CHANDLER ASSET MANAGEMENT INC Total				6,258.32
CICCS	8578	1	001	1,051.67
		1 Total		1,051.67
		2	001	1,108.23
		2 Total		1,108.23
		3	001	1,129.75
		3 Total		1,129.75
		4	001	1,136.33
		4 Total		1,136.33
CICCS Total				4,425.98
CINTAS CORPORATION	7061	1	001	280.20
			100	311.68
			610	523.68
			660	790.60
			670	1,391.71
			680	237.88
			702	238.84
			704	43.12
		1 Total		3,817.71
		2	001	973.57
			100	389.60
			610	654.60
			660	1,060.35
			670	1,782.42
			680	297.35
			702	298.55
			704	53.90
		2 Total		5,510.34
		3	001	280.20
			100	311.68
			610	523.68
			660	963.56
			670	1,390.69
			680	237.88
			702	238.84
			704	43.12
		3 Total		3,989.65
		4	001	275.06

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CINTAS CORPORATION	7061	4	100	311.68
			610	654.60
			660	481.78
			670	2,479.83
			680	118.94
			702	298.55
			704	43.12
		4 Total		4,663.56
CINTAS CORPORATION Total				17,981.26
CITY OF BANNING (BNG)	8274	1	001	778.34
			705	185.89
		1 Total		964.23
		2	001	778.34
			705	185.89
		2 Total		964.23
		3	001	778.34
			705	185.89
		3 Total		964.23
		4	001	778.34
			705	185.89
		4 Total		964.23
CITY OF BANNING (BNG) Total				3,856.92
CIVICPLUS	5418	1	705	31,203.88
		1 Total		31,203.88
		2	001	0.00
			610	0.00
			705	0.00
		2 Total		0.00
		3	001	3,000.15
			610	1,499.85
			705	0.00
		3 Total		4,500.00
CIVICPLUS Total				35,703.88
CLA-VAL	2125	1	660	0.00
			661	0.00
		1 Total		0.00
		2	660	19,737.66
		2 Total		19,737.66
		3	660	2,124.96

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CLA-VAL	2125	3 Total		2,124.96
		4	660	0.00
		4 Total		0.00
CLA-VAL Total				21,862.62
COMCATE SOFTWARE, INC	6863	1	001	11,263.97
		1 Total		11,263.97
COMCATE SOFTWARE, INC Total				11,263.97
CONCENTRA MEDICAL CENTERS	8153	1	001	509.00
		1 Total		509.00
		2	001	161.00
		2 Total		161.00
		3	001	45.00
		3 Total		45.00
CONCENTRA MEDICAL CENTERS Total				715.00
CORE & MAIN, LP	7772	1	001	0.00
			660	359.89
			680	4,876.77
		1 Total		5,236.66
		2	660	2,541.83
		2 Total		2,541.83
		3	660	1,574.88
		3 Total		1,574.88
		4	660	79.07
		4 Total		79.07
CORE & MAIN, LP Total				9,432.44
CORNERSTONE DEVELOPMENT CO.	8000	1	673	0.00
		1 Total		0.00
		2	673	8,310.00
		2 Total		8,310.00
		3	673	2,770.00
		3 Total		2,770.00
CORNERSTONE DEVELOPMENT CO. Total				11,080.00
CORPORATION SERVICE COMPANY	8102	1	001	318.00
		1 Total		318.00
		2	001	201.00
		2 Total		201.00
		3	001	56.00
		3 Total		56.00
		4	001	217.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CORPORATION SERVICE COMPANY	8102	4 Total		217.00
CORPORATION SERVICE COMPANY Total				792.00
COUNSELING TEAM INTERNATIONAL, THE	2232	1	700	1,235.00
		1 Total		1,235.00
		3	700	910.00
		3 Total		910.00
COUNSELING TEAM INTERNATIONAL, THE Total				2,145.00
COUTS HEATING & COOLING, INC	5345	1	001	0.00
			670	0.00
			704	7,444.34
		1 Total		7,444.34
		2	704	7,265.10
		2 Total		7,265.10
		3	704	894.85
		3 Total		894.85
		4	704	6,688.63
			810	0.00
		4 Total		6,688.63
COUTS HEATING & COOLING, INC Total				22,292.92
CYBERTIME NETWORK COMMUNICATIONS	6189	1	660	1,900.00
			703	699.00
		1 Total		2,599.00
		2	660	1,900.00
			703	699.00
		2 Total		2,599.00
		3	660	1,900.00
			703	699.00
		3 Total		2,599.00
		4	703	699.00
		4 Total		699.00
CYBERTIME NETWORK COMMUNICATIONS Total				8,496.00
D&M JOB INC.	7696	1	001	215.50
		1 Total		215.50
		3	001	1,206.80
			761	120.97
		3 Total		1,327.77
		4	001	280.15
		4 Total		280.15
D&M JOB INC. Total				1,823.42

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
DELTA DENTAL INSURANCE COMPANY	8123	1	001	814.89
		1 Total		814.89
		2	001	885.61
		2 Total		885.61
		3	001	902.51
		3 Total		902.51
		4	001	894.06
		4 Total		894.06
DELTA DENTAL INSURANCE COMPANY Total				3,497.07
DELTA DENTAL OF CALIFORNIA	8108	1	001	7,581.00
		1 Total		7,581.00
		2	001	7,530.86
		2 Total		7,530.86
		3	001	7,522.62
		3 Total		7,522.62
		4	001	7,360.13
		4 Total		7,360.13
DELTA DENTAL OF CALIFORNIA Total				29,994.61
DEUSENBERRY, DANIEL	7070	1	001	15.75
		1 Total		15.75
		2	001	16.50
		2 Total		16.50
		3	001	16.50
		3 Total		16.50
		4	001	16.50
		4 Total		16.50
DEUSENBERRY, DANIEL Total				65.25
DIAMOND ENVIRONMENTAL SERVICES	6517	1	001	1,509.58
		1 Total		1,509.58
		2	001	416.54
			810	225.24
		2 Total		641.78
		3	001	290.60
			810	416.54
		3 Total		707.14
		4	001	165.40
			810	427.64
		4 Total		593.04
DIAMOND ENVIRONMENTAL SERVICES Total				3,451.54

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
DIAMOND HILLS CHEVROLET BUICK GMC	7082	1	001	53,984.26
			702	21.12
		1 Total		54,005.38
		3	702	239.95
		3 Total		239.95
DIAMOND HILLS CHEVROLET BUICK GMC Total				54,245.33
DLT SOLUTIONS, LLC	5302	1	001	477.64
			100	477.64
			660	477.64
			680	477.64
		1 Total		1,910.56
DLT SOLUTIONS, LLC Total				1,910.56
DOBBINS, DEANN LOUISE	7512	1	001	218.40
		1 Total		218.40
		2	001	193.20
		2 Total		193.20
		3	001	98.00
		3 Total		98.00
		4	001	417.50
		4 Total		417.50
DOBBINS, DEANN LOUISE Total				927.10
DUDEK	7112	1	660	0.00
		1 Total		0.00
		2	660	2,565.45
		2 Total		2,565.45
		3	660	31,301.59
		3 Total		31,301.59
DUDEK Total				33,867.04
EIDE BAILLY LLP	8531	1	001	4,304.00
			705	0.00
		1 Total		4,304.00
		2	001	9,497.31
			705	51,180.00
		2 Total		60,677.31
EIDE BAILLY LLP Total				64,981.31
ENGINEERING RESOURCES OF SO CA	7565	1	001	0.00
			660	0.00
			673	0.00
			680	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
ENGINEERING RESOURCES OF SO CA	7565	1 Total		0.00
		2	001	117,154.15
			660	12,642.00
			680	5,418.00
		2 Total		135,214.15
		3	001	92,237.83
			660	9,933.00
			680	4,257.00
		3 Total		106,427.83
		4	001	32,608.55
			660	10,459.75
			680	4,482.75
		4 Total		47,551.05
ENGINEERING RESOURCES OF SO CA Total				289,193.03
ENTERPRISE FM TRUST	7536	1	001	5,092.73
			100	3,514.47
			660	29,080.78
			670	3,495.95
			702	728.19
			761	441.65
			810	275.79
		1 Total		42,629.56
		2	001	5,083.98
			100	3,444.07
			660	10,940.43
			670	3,495.95
			702	948.02
			761	441.65
			810	275.79
		2 Total		24,629.89
		3	001	5,083.98
			100	2,833.83
			660	10,919.43
			670	3,495.95
			702	314.77
			761	441.65
			810	275.79
		3 Total		23,365.40
		4	001	4,525.45

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
ENTERPRISE FM TRUST	7536	4	100	2,719.57
			660	10,835.26
			670	3,495.95
			702	1,228.55
			761	441.65
			810	303.89
		4 Total		23,550.32
ENTERPRISE FM TRUST Total				114,175.17
ENTERPRISE RENT-A-CAR	2753	1	001	190.70
		1 Total		190.70
		2	001	266.71
		2 Total		266.71
		3	001	141.77
		3 Total		141.77
		4	001	513.40
		4 Total		513.40
ENTERPRISE RENT-A-CAR Total				1,112.58
EXECUTIVE FACILTIES SERVICES INC	8518	1	704	17,835.81
		1 Total		17,835.81
		2	704	17,840.06
		2 Total		17,840.06
		3	704	17,838.80
		3 Total		17,838.80
		4	704	17,838.89
		4 Total		17,838.89
EXECUTIVE FACILTIES SERVICES INC Total				71,353.56
FAST LUBE & TUNE	6794	1	702	1,211.02
		1 Total		1,211.02
		2	702	63.16
		2 Total		63.16
		3	702	369.93
		3 Total		369.93
		4	702	351.81
		4 Total		351.81
FAST LUBE & TUNE Total				1,995.92
FRONTIER COMMUNICATIONS	7053	1	001	2,944.73
			610	393.39
			660	463.15
			670	1,305.66

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
FRONTIER COMMUNICATIONS	7053	1	703	468.88
			705	440.86
		1 Total		6,016.67
		2	001	2,892.46
			610	393.39
			660	463.15
			670	1,305.66
			703	468.88
			705	456.42
		2 Total		5,979.96
		3	001	2,983.54
			610	454.11
			660	478.33
			670	1,336.02
			703	473.74
			705	442.25
		3 Total		6,167.99
		4	001	1,968.81
			670	1,010.00
			703	478.88
		4 Total		3,457.69
FRONTIER COMMUNICATIONS Total				21,622.31
FUN EXPRESS	7117	2	001	265.82
		2 Total		265.82
		3	001	1,735.42
		3 Total		1,735.42
		4	001	83.17
		4 Total		83.17
FUN EXPRESS Total				2,084.41
G & G ENVIRONMENTAL COMPLIANCE, INC	5602	1	660	0.00
			680	0.00
		1 Total		0.00
		2	680	2,271.90
		2 Total		2,271.90
G & G ENVIRONMENTAL COMPLIANCE, INC Total				2,271.90
GAS COMPANY, THE	1375	1	001	1,834.70
			100	12.90
			600	22.52
			660	28.78

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
GAS COMPANY, THE	1375	1	670	28.78
			702	28.78
			704	15.00
			705	9.24
		1 Total		1,980.70
		2	001	1,365.60
			100	17.68
			600	23.76
			660	39.41
			670	39.41
			702	39.41
			704	14.79
			705	9.39
		2 Total		1,549.45
		3	001	1,782.96
			100	12.20
			600	23.11
			660	27.21
			670	27.21
			702	27.21
			704	16.37
			705	32.84
		3 Total		1,949.11
		4	001	837.84
			100	18.11
			600	25.62
			660	40.40
			670	40.40
			702	40.40
			704	14.30
			705	41.62
		4 Total		1,058.69
GAS COMPANY, THE Total				6,537.95
GRAINGER	448	1	702	1,592.70
		1 Total		1,592.70
		2	610	112.70
			660	103.18
			702	1,012.39
		2 Total		1,228.27

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
GRAINGER	448	3	660	347.07
			702	1,125.94
		3 Total		1,473.01
		4	702	1,558.12
			704	164.99
		4 Total		1,723.11
GRAINGER Total				6,017.09
GREEN DREAM INTERNATIONAL LLC	8536	2	660	711.71
		2 Total		711.71
		3	660	1,030.86
		3 Total		1,030.86
GREEN DREAM INTERNATIONAL LLC Total				1,742.57
H & L CHARTER CO, INC	6308	1	001	0.00
		1 Total		0.00
		2	001	3,770.00
		2 Total		3,770.00
		3	001	1,346.75
		3 Total		1,346.75
		4	001	1,570.00
		4 Total		1,570.00
H & L CHARTER CO, INC Total				6,686.75
HAAKER EQUIPMENT COMPANY	205	3	702	851.09
		3 Total		851.09
HAAKER EQUIPMENT COMPANY Total				851.09
HARGROVE, JOHN	7777	1	761	16.76
		1 Total		16.76
		4	761	250.00
		4 Total		250.00
HARGROVE, JOHN Total				266.76
HAZEN AND SAWYER	6977	1	660	0.00
			661	670.75
		1 Total		670.75
		3	661	2,160.00
		3 Total		2,160.00
HAZEN AND SAWYER Total				2,830.75
HEMET VALLEY TOOL, INC	7766	1	660	544.75
		1 Total		544.75
		2	660	95.00
		2 Total		95.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
HEMET VALLEY TOOL, INC Total				639.75
HERC RENTALS INC.	6746	3	704	872.54
		3 Total		872.54
		4	100	416.85
			704	452.44
		4 Total		869.29
HERC RENTALS INC. Total				1,741.83
HERNANDEZ, CARLA	7557	1	001	70.00
		1 Total		70.00
		2	001	875.00
		2 Total		875.00
		3	001	665.00
		3 Total		665.00
		4	001	913.50
		4 Total		913.50
HERNANDEZ, CARLA Total				2,523.50
HINDERLITER DE LLAMAS & ASSOCIATES	2370	1	001	0.00
		1 Total		0.00
		2	001	1,439.80
		2 Total		1,439.80
		3	001	0.00
		3 Total		0.00
HINDERLITER DE LLAMAS & ASSOCIATES Total				1,439.80
HOME DEPOT #8987	5365	1	001	807.65
			110	0.00
			660	0.00
			670	643.68
			675	164.66
			704	68.67
			761	378.57
		1 Total		2,063.23
		2	001	164.64
			660	1,126.46
			670	267.76
			704	323.87
			761	8.06
			810	511.36
		2 Total		2,402.15
		3	111	64.61

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
HOME DEPOT #8987	5365	3	660	501.15
			670	746.25
			675	1,515.10
			704	127.68
			810	193.74
		3 Total		3,148.53
		4	660	594.56
			670	507.13
			675	598.49
			704	440.88
		4 Total		2,141.06
HOME DEPOT #8987 Total				9,754.97
HUERTA JR., GILBERT	7697	1	001	420.00
		1 Total		420.00
		2	001	542.50
		2 Total		542.50
		3	001	437.50
		3 Total		437.50
		4	001	612.50
		4 Total		612.50
HUERTA JR., GILBERT Total				2,012.50
I.B.E.W. LOCAL 47	1146	1	001	10,960.34
		1 Total		10,960.34
		2	001	10,576.65
		2 Total		10,576.65
		3	001	10,501.65
		3 Total		10,501.65
		4	001	10,508.12
		4 Total		10,508.12
I.B.E.W. LOCAL 47 Total				42,546.76
I.B.E.W. LOCAL 47 (PAC)	4086	1	001	40.00
		1 Total		40.00
		2	001	48.00
		2 Total		48.00
		3	001	48.00
		3 Total		48.00
		4	001	48.00
		4 Total		48.00
I.B.E.W. LOCAL 47 (PAC) Total				184.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
IBEW LOCAL 47 RETIREE MEDICAL TRUST	5217	1	001	6,094.03
		1 Total		6,094.03
		2	001	5,941.92
		2 Total		5,941.92
		3	001	5,866.36
		3 Total		5,866.36
		4	001	5,822.58
		4 Total		5,822.58
IBEW LOCAL 47 RETIREE MEDICAL TRUST Total				23,724.89
IMEG CONSULTANTS CORP	8667	1	810	4,150.50
		1 Total		4,150.50
		3	810	12,177.39
		3 Total		12,177.39
		4	810	3,519.90
		4 Total		3,519.90
IMEG CONSULTANTS CORP Total				19,847.79
IMPERIAL SUPPLIES, LLC	7970	2	702	113.22
		2 Total		113.22
		3	702	243.03
		3 Total		243.03
IMPERIAL SUPPLIES, LLC Total				356.25
INFOSEND, INC	6490	1	001	0.00
			100	0.00
			610	0.00
			660	821.15
			670	0.00
			675	0.00
			680	0.00
			690	0.00
			761	9,083.92
		1 Total		9,905.07
		2	761	11,159.96
		2 Total		11,159.96
		3	761	7,748.14
		3 Total		7,748.14
		4	761	7,619.38
		4 Total		7,619.38
INFOSEND, INC Total				36,432.55
INNOVATIVE EMERGENCY EQUIPMENT	7066	2	001	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
INNOVATIVE EMERGENCY EQUIPMENT	7066	2 Total		0.00
		3	001	4,734.74
		3 Total		4,734.74
		4	001	0.00
			702	82.43
		4 Total		82.43
INNOVATIVE EMERGENCY EQUIPMENT Total				4,817.17
INNOVATIVE FEDERAL STRATEGIES	6624	1	001	0.00
			660	0.00
			670	0.00
			680	0.00
			705	4,750.00
		1 Total		4,750.00
		2	705	4,750.00
		2 Total		4,750.00
		3	705	4,750.00
		3 Total		4,750.00
		4	705	0.00
		4 Total		0.00
INNOVATIVE FEDERAL STRATEGIES Total				14,250.00
INTERNAL REVENUE SERVICE	2484	1	001	853,218.69
		1 Total		853,218.69
		2	001	516,288.80
		2 Total		516,288.80
		3	001	540,651.25
		3 Total		540,651.25
		4	001	455,603.44
		4 Total		455,603.44
INTERNAL REVENUE SERVICE Total				2,365,762.18
IRON MOUNTAIN INFORMATION MGMT, LLC	6816	1	670	141.66
		1 Total		141.66
IRON MOUNTAIN INFORMATION MGMT, LLC Total				141.66
JACKSON, JENNIFER	7746	1	001	300.00
		1 Total		300.00
JACKSON, JENNIFER Total				300.00
JEWS, NICOLE	8232	3	001	318.96
		3 Total		318.96
		4	001	299.21
		4 Total		299.21

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
JEWS, NICOLE Total				618.17
JNE POLYGRAPH LLC	8039	1	001	850.00
		1 Total		850.00
		2	001	1,700.00
		2 Total		1,700.00
JNE POLYGRAPH LLC Total				2,550.00
JOE A GONSALVES & SON	5701	1	001	1,925.00
			705	1,925.00
		1 Total		3,850.00
		2	001	1,925.00
			705	1,925.00
		2 Total		3,850.00
		3	001	1,925.00
			705	1,925.00
		3 Total		3,850.00
		4	001	1,925.00
			705	1,925.00
		4 Total		3,850.00
JOE A GONSALVES & SON Total				15,400.00
KEN GRODY FORD REDLANDS	7850	1	702	6,773.36
		1 Total		6,773.36
		2	702	55.17
		2 Total		55.17
		4	702	780.88
		4 Total		780.88
KEN GRODY FORD REDLANDS Total				7,609.41
KIMLEY-HORN AND ASSOCIATES, INC	8101	1	001	10,027.50
			681	0.00
		1 Total		10,027.50
		2	001	20,582.50
			681	11,255.00
		2 Total		31,837.50
		3	001	8,342.50
			681	27,270.00
		3 Total		35,612.50
KIMLEY-HORN AND ASSOCIATES, INC Total				77,477.50
KOLLER, MARIE	7103	1	001	21.00
		1 Total		21.00
		2	001	8.40

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
KOLLER, MARIE	7103	2 Total		8.40
		4	001	21.00
		4 Total		21.00
KOLLER, MARIE Total				50.40
LEADSONLINE, LLC.	8011	1	001	3,886.00
		1 Total		3,886.00
LEADSONLINE, LLC. Total				3,886.00
LEXISNEXIS RISK SOLUTIONS	6618	1	001	7,783.43
		1 Total		7,783.43
		2	001	112.55
		2 Total		112.55
		3	001	112.55
		3 Total		112.55
LEXISNEXIS RISK SOLUTIONS Total				8,008.53
LIEBERT CASSIDY WHITMORE	4249	1	700	45,953.37
		1 Total		45,953.37
		2	700	43,741.78
		2 Total		43,741.78
LIEBERT CASSIDY WHITMORE Total				89,695.15
LINCOLN FINANCIAL GROUP	8577	1	001	10,940.66
		1 Total		10,940.66
		2	001	11,646.37
		2 Total		11,646.37
		3	001	11,432.30
		3 Total		11,432.30
		4	001	10,552.96
		4 Total		10,552.96
LINCOLN FINANCIAL GROUP Total				44,572.29
MARIPOSA LANDSCAPES, INC	8055	1	001	62,242.39
			100	0.00
			111	7,080.60
			660	1,963.44
			704	12,523.85
			810	6,227.00
		1 Total		90,037.28
		2	001	26,581.77
			111	6,517.60
			660	1,963.44
			704	9,775.85

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
MARIPOSA LANDSCAPES, INC	8055	2 Total		44,838.66
		3	001	10,589.97
			660	1,963.44
			704	9,775.85
		3 Total		22,329.26
		4	001	0.00
			111	6,517.60
			660	1,963.44
			704	9,775.85
		4 Total		18,256.89
MARIPOSA LANDSCAPES, INC Total				175,462.09
MASON, BARBARA	8498	1	001	158.16
		1 Total		158.16
MASON, BARBARA Total				158.16
MC AVOY & MARKHAM	287	2	670	4,015.00
		2 Total		4,015.00
		3	670	20,990.78
		3 Total		20,990.78
MC AVOY & MARKHAM Total				25,005.78
MERLIN JOHNSON CONSTRUCTION, INC	3577	1	660	0.00
		1 Total		0.00
		2	660	981.24
		2 Total		981.24
		4	660	1,594.52
		4 Total		1,594.52
MERLIN JOHNSON CONSTRUCTION, INC Total				2,575.76
MICHAEL BAKER INTERNATIONAL, INC	7379	1	002	0.00
			673	0.00
		1 Total		0.00
		2	002	6,257.50
		2 Total		6,257.50
MICHAEL BAKER INTERNATIONAL, INC Total				6,257.50
MILSOFT UTILITY SOLUTIONS, INC	7548	1	761	10,900.00
		1 Total		10,900.00
		2	670	1,929.00
			761	3,200.00
		2 Total		5,129.00
		3	670	1,929.00
			761	3,200.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
MILSOFT UTILITY SOLUTIONS, INC	7548	3 Total		5,129.00
		4	670	0.00
			761	5,129.00
		4 Total		5,129.00
MILSOFT UTILITY SOLUTIONS, INC Total				26,287.00
MISC VENDOR	99001	1	001	2,370.91
			600	342.57
		1 Total		2,713.48
		2	001	4,360.91
			675	350.00
		2 Total		4,710.91
		3	001	4,208.86
		3 Total		4,208.86
		4	001	12,229.92
		4 Total		12,229.92
MISC VENDOR Total				23,863.17
MITSUBISHI ELECTRIC & ELECTRONICS	6402	1	001	0.00
			704	353.87
		1 Total		353.87
		2	704	353.87
		2 Total		353.87
		3	704	353.87
		3 Total		353.87
		4	704	353.87
		4 Total		353.87
MITSUBISHI ELECTRIC & ELECTRONICS Total				1,415.48
MY COI LLC	8322	1	705	1,600.00
		1 Total		1,600.00
		2	705	800.00
		2 Total		800.00
		3	705	800.00
		3 Total		800.00
MY COI LLC Total				3,200.00
MYERS & SONS HI-WAY SAFETY INC.	3909	1	610	0.00
			670	3,899.44
		1 Total		3,899.44
		3	100	2,313.07
		3 Total		2,313.07
MYERS & SONS HI-WAY SAFETY INC. Total				6,212.51

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
N2W ENGINEERING, INC	8001	1	680	0.00
			681	0.00
		1 Total		0.00
		2	680	36,406.88
		2 Total		36,406.88
		3	680	39,107.88
		3 Total		39,107.88
		4	680	24,817.50
		4 Total		24,817.50
N2W ENGINEERING, INC Total				100,332.26
NEXTREQUEST	7519	1	705	7,019.55
		1 Total		7,019.55
NEXTREQUEST Total				7,019.55
NHA ADVISORS, LLC	8350	1	680	2,231.25
		1 Total		2,231.25
		2	670	8,693.75
			680	1,481.25
		2 Total		10,175.00
		3	670	11,462.50
		3 Total		11,462.50
		4	670	12,181.25
		4 Total		12,181.25
NHA ADVISORS, LLC Total				36,050.00
NIETO, FRANCISCO	7563	3	001	55.00
		3 Total		55.00
		4	001	16.50
		4 Total		16.50
NIETO, FRANCISCO Total				71.50
ONESOURCE DISTRIBUTORS	5076	1	670	5,401.94
		1 Total		5,401.94
		2	670	17,513.69
		2 Total		17,513.69
		3	670	1,133.53
		3 Total		1,133.53
		4	670	11,170.71
		4 Total		11,170.71
ONESOURCE DISTRIBUTORS Total				35,219.87
ORACLE AMERICA INC	8458	1	222	40,963.23
			705	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
ORACLE AMERICA INC	8458	1 Total		40,963.23
		2	222	13,267.92
			705	0.00
		2 Total		13,267.92
		3	222	7,230.06
			705	17,548.50
		3 Total		24,778.56
		4	222	13,344.84
			705	0.00
		4 Total		13,344.84
ORACLE AMERICA INC Total				92,354.55
P&P UNIFORMS	6764	3	001	673.37
		3 Total		673.37
		4	001	19.38
		4 Total		19.38
P&P UNIFORMS Total				692.75
PACKHAM & TOOMEY, INC	7787	1	600	125.00
			702	135.00
		1 Total		260.00
		2	600	125.00
			702	135.00
		2 Total		260.00
		3	600	125.00
			702	1,514.43
		3 Total		1,639.43
		4	600	125.00
			702	135.00
		4 Total		260.00
PACKHAM & TOOMEY, INC Total				2,419.43
PARKHOUSE TIRE, INC.	2487	1	702	5,119.05
		1 Total		5,119.05
		2	702	2,386.54
		2 Total		2,386.54
		3	702	4,417.91
		3 Total		4,417.91
		4	702	7,688.77
		4 Total		7,688.77
PARKHOUSE TIRE, INC. Total				19,612.27
PARS	5191	1	001	4,910.37

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
PARS	5191	1 Total		4,910.37
		2	001	3,564.59
		2 Total		3,564.59
		3	001	951.64
		3 Total		951.64
		4	001	707.39
		4 Total		707.39
PARS Total				10,133.99
PARTS AUTHORITY	7789	1	702	2,791.23
		1 Total		2,791.23
		2	702	2,865.79
		2 Total		2,865.79
		3	702	2,224.55
		3 Total		2,224.55
		4	702	4,118.84
		4 Total		4,118.84
PARTS AUTHORITY Total				12,000.41
PATTON, CAROLINE	8138	3	001	164.63
		3 Total		164.63
PATTON, CAROLINE Total				164.63
PAYPRO ADMINISTRATORS	5752	1	001	171.00
		1 Total		171.00
		3	001	115.00
		3 Total		115.00
		4	001	115.00
		4 Total		115.00
PAYPRO ADMINISTRATORS Total				401.00
PLAYHOUSE BOWL ASSOCIATION, INC.	3560	1	001	12,500.00
		1 Total		12,500.00
PLAYHOUSE BOWL ASSOCIATION, INC. Total				12,500.00
POULTER, HANNAH	8226	1	001	17.25
		1 Total		17.25
		2	001	459.00
		2 Total		459.00
		3	001	459.00
		3 Total		459.00
		4	001	915.25
		4 Total		915.25
POULTER, HANNAH Total				1,850.50

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
PRE-PAID LEGAL SERVICES, INC	4411	1	001	313.91
		1 Total		313.91
		2	001	297.96
		2 Total		297.96
		3	001	272.06
		3 Total		272.06
PRE-PAID LEGAL SERVICES, INC Total				883.93
PUBLIC AGENCY RETIREMENT SERVICES	5242	3	001	300.00
		3 Total		300.00
PUBLIC AGENCY RETIREMENT SERVICES Total				300.00
PULVER, JODEANE V	8168	1	001	248.50
		1 Total		248.50
		2	001	189.00
		2 Total		189.00
		3	001	255.50
		3 Total		255.50
		4	001	206.50
		4 Total		206.50
PULVER, JODEANE V Total				899.50
RACEWAY FORD INC	4759	1	702	90.30
		1 Total		90.30
		3	702	7.72
		3 Total		7.72
		4	702	1,176.83
		4 Total		1,176.83
RACEWAY FORD INC Total				1,274.85
REAVIS CODE UTILITY SOLUTIONS, LLC	7648	1	670	51,300.00
		1 Total		51,300.00
REAVIS CODE UTILITY SOLUTIONS, LLC Total				51,300.00
RECORD GAZETTE, THE	1555	1	001	368.58
		1 Total		368.58
RECORD GAZETTE, THE Total				368.58
REZENDES, DILLON	8243	2	001	379.50
		2 Total		379.50
REZENDES, DILLON Total				379.50
RICHARDS WATSON GERSHON	7337	2	002	23,580.35
			700	50,426.44
		2 Total		74,006.79
		3	002	18,998.54

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
RICHARDS WATSON GERSHON	7337	3	700	75,132.36
		3 Total		94,130.90
		4	002	17,148.37
			700	64,506.41
		4 Total		81,654.78
RICHARDS WATSON GERSHON Total				249,792.47
RICK ENGINEERING COMPANY	8632	1	660	0.00
		1 Total		0.00
		2	660	5,975.39
		2 Total		5,975.39
RICK ENGINEERING COMPANY Total				5,975.39
RINCON CONSULTANTS, INC.	8003	1	001	0.00
			420	0.00
			660	0.00
		1 Total		0.00
		2	001	2,560.50
			420	336.00
		2 Total		2,896.50
RINCON CONSULTANTS, INC. Total				2,896.50
RIV. CO. HEALTH SVCS AGENCY	2526	2	001	366.00
		2 Total		366.00
RIV. CO. HEALTH SVCS AGENCY Total				366.00
RIVERSIDE COUNTY SHERIFF-PSEC	2938	3	001	5,157.40
		3 Total		5,157.40
		4	001	5,768.44
		4 Total		5,768.44
RIVERSIDE COUNTY SHERIFF-PSEC Total				10,925.84
RIVERSIDE PUBLIC UTILITIES	4433	1	670	1,472,841.79
		1 Total		1,472,841.79
		2	670	3,054,511.61
		2 Total		3,054,511.61
		3	670	2,701,396.14
		3 Total		2,701,396.14
		4	670	2,672,505.19
		4 Total		2,672,505.19
RIVERSIDE PUBLIC UTILITIES Total				9,901,254.73
RIVERSIDE UNIVERSITY HEALTH SYSTEM	7998	3	001	2,400.00
		3 Total		2,400.00
RIVERSIDE UNIVERSITY HEALTH SYSTEM Total				2,400.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
RIVERSIDE, COUNTY OF	1317	3	001	147.00
		3 Total		147.00
	1319	1	001	8,481.25
		1 Total		8,481.25
RIVERSIDE, COUNTY OF Total				8,628.25
ROBERT HALF INTERNATIONAL	5151	1	001	15,493.00
		1 Total		15,493.00
		2	001	(21.74)
		2 Total		(21.74)
ROBERT HALF INTERNATIONAL Total				15,471.26
ROBINSON, BRANDON A	6532	3	670	154.94
		3 Total		154.94
ROBINSON, BRANDON A Total				154.94
SAN BERNARDINO PUBLIC EMPLOYEES	5998	1	001	2,769.17
		1 Total		2,769.17
		2	001	2,721.23
		2 Total		2,721.23
		3	001	2,527.57
		3 Total		2,527.57
		4	001	2,371.89
		4 Total		2,371.89
SAN BERNARDINO PUBLIC EMPLOYEES Total				10,389.86
SATELLITE PHONE STORE	8235	1	703	307.95
		1 Total		307.95
		2	703	307.95
		2 Total		307.95
		3	703	307.95
		3 Total		307.95
		4	703	307.95
		4 Total		307.95
SATELLITE PHONE STORE Total				1,231.80
SC FUELS	7727	1	702	54,632.56
		1 Total		54,632.56
		2	702	592.00
		2 Total		592.00
		3	702	4,908.49
		3 Total		4,908.49
SC FUELS Total				60,133.05
SCA OF CA, LLC	8231	1	100	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
SCA OF CA, LLC	8231	1 Total		0.00
		4	001	0.00
			100	11,559.00
		4 Total		11,559.00
SCA OF CA, LLC Total				11,559.00
SCPPA	8626	1	670	299.00
			675	0.00
		1 Total		299.00
		2	670	14,365.40
			675	0.00
		2 Total		14,365.40
		3	675	114,495.44
		3 Total		114,495.44
		4	670	347.54
		4 Total		347.54
SCPPA Total				129,507.38
SGP DESIGN AND PRINT	5901	1	610	481.78
			702	64.65
		1 Total		546.43
		3	610	93.74
		3 Total		93.74
SGP DESIGN AND PRINT Total				640.17
SITEONE LANDSCAPE SUPPLY	7095	1	111	1,524.95
			810	318.40
		1 Total		1,843.35
		3	111	1,056.30
		3 Total		1,056.30
		4	111	1,281.27
		4 Total		1,281.27
SITEONE LANDSCAPE SUPPLY Total				4,180.92
SMART & FINAL	1561	1	001	1,614.18
		1 Total		1,614.18
		2	201	132.30
		2 Total		132.30
		3	001	423.82
			201	96.98
		3 Total		520.80
		4	001	77.83
			201	116.06

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
SMART & FINAL	1561	4 Total		193.89
SMART & FINAL Total				2,461.17
SO CAL JOINT POLE COMMITTEE	1373	1	670	1,192.21
		1 Total		1,192.21
		2	670	1,692.12
		2 Total		1,692.12
		3	670	1,682.78
		3 Total		1,682.78
		4	670	1,127.31
		4 Total		1,127.31
SO CAL JOINT POLE COMMITTEE Total				5,694.42
SOFTWARE ONE, INC	7083	1	001	0.00
			703	0.00
		1 Total		0.00
		2	703	93,861.92
		2 Total		93,861.92
		3	703	3,401.74
		3 Total		3,401.74
		4	703	3,680.23
		4 Total		3,680.23
SOFTWARE ONE, INC Total				100,943.89
SONSRAY FLEET SERVICES	4753	1	702	0.00
		1 Total		0.00
		3	702	766.40
		3 Total		766.40
SONSRAY FLEET SERVICES Total				766.40
SOUTH COAST AIR QUALITY	1370	1	001	(251.11)
			680	279.25
		1 Total		28.14
		2	600	541.04
			680	1,955.04
			702	1,180.72
		2 Total		3,676.80
		3	001	707.00
			680	1,414.00
			704	1,414.00
		3 Total		3,535.00
		4	001	902.38
		4 Total		902.38

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
SOUTH COAST AIR QUALITY Total				8,142.32
SOUTHERN CALIFORNIA EDISON	1371	1	660	5,095.99
			670	93.45
		1 Total		5,189.44
		2	660	4,387.29
			670	93.44
		2 Total		4,480.73
		3	001	24.48
			660	4,416.12
			670	92.33
		3 Total		4,532.93
		4	001	24.83
			660	3,688.09
			670	91.99
		4 Total		3,804.91
SOUTHERN CALIFORNIA EDISON Total				18,008.01
STAFFORD, CHERYL	7246	2	001	300.00
		2 Total		300.00
		3	001	30.45
		3 Total		30.45
		4	705	82.68
		4 Total		82.68
STAFFORD, CHERYL Total				413.13
STAPLES BUSINESS ADVANTAGE	7084	1	001	2,737.16
			610	0.00
			670	116.13
			704	0.00
			705	394.64
			761	0.00
		1 Total		3,247.93
		2	001	1,647.47
			660	323.62
			670	111.99
			705	617.35
			761	288.64
		2 Total		2,989.07
		3	001	1,469.69
			660	96.55
			670	129.62

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
STAPLES BUSINESS ADVANTAGE	7084	3	705	199.44
		3 Total		1,895.30
		4	001	299.10
			670	478.16
		4 Total		777.26
STAPLES BUSINESS ADVANTAGE Total				8,909.56
STATE OF CALIFORNIA DOJ	4000	1	001	571.00
		1 Total		571.00
		2	001	1,103.00
		2 Total		1,103.00
		3	001	1,936.00
		3 Total		1,936.00
		4	001	1,642.00
		4 Total		1,642.00
STATE OF CALIFORNIA DOJ Total				5,252.00
TASC	5885	1	001	4,903.98
		1 Total		4,903.98
		2	001	3,490.00
		2 Total		3,490.00
		3	001	2,280.82
		3 Total		2,280.82
		4	001	2,280.82
		4 Total		2,280.82
TASC Total				12,955.62
TELEPACIFIC COMMUNICATIONS	6583	1	705	1,560.86
		1 Total		1,560.86
		2	705	1,560.86
		2 Total		1,560.86
		3	705	1,560.86
		3 Total		1,560.86
		4	705	1,561.74
		4 Total		1,561.74
TELEPACIFIC COMMUNICATIONS Total				6,244.32
TERMINIX COMMERCIAL	1802	1	001	5,726.88
			660	1,262.68
			670	5,800.32
			704	3,422.16
		1 Total		16,212.04
		2	001	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
TERMINIX COMMERCIAL	1802	2	660	0.00
			670	0.00
			704	0.00
		2 Total		0.00
		3	670	0.00
		3 Total		0.00
TERMINIX COMMERCIAL Total				16,212.04
TEXAS LIFE INSURANCE COMPANY	8576	1	001	6,258.63
		1 Total		6,258.63
		2	001	5,886.08
		2 Total		5,886.08
		3	001	5,886.08
		3 Total		5,886.08
TEXAS LIFE INSURANCE COMPANY Total				18,030.79
TOP-LINE INDUSTRIAL SUPPLY, LCC	7976	3	702	60.75
		3 Total		60.75
TOP-LINE INDUSTRIAL SUPPLY, LCC Total				60.75
TRENCH SHORING COMPANY	4540	2	660	267.50
		2 Total		267.50
		3	660	313.00
		3 Total		313.00
		4	660	306.00
		4 Total		306.00
TRENCH SHORING COMPANY Total				886.50
TRI COUNTY PUMP COMPANY	6808	1	660	0.00
		1 Total		0.00
		2	660	37,921.46
		2 Total		37,921.46
TRI COUNTY PUMP COMPANY Total				37,921.46
TURBO DATA SYSTEMS INC	2403	1	001	157.10
		1 Total		157.10
		2	001	150.00
		2 Total		150.00
		3	001	151.44
		3 Total		151.44
TURBO DATA SYSTEMS INC Total				458.54
TURBOSCAPE, INC	8081	1	001	6,540.00
		1 Total		6,540.00
TURBOSCAPE, INC Total				6,540.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
UNDERGROUND SERVICE ALERT	871	1	100	82.76
			660	82.77
			670	82.75
		1 Total		248.28
		2	100	66.30
			660	66.28
			670	66.29
		2 Total		198.87
		3	100	58.28
			660	58.28
			670	58.26
		3 Total		174.82
		4	100	57.04
			660	57.04
			670	57.04
		4 Total		171.12
UNDERGROUND SERVICE ALERT Total				793.09
USABLUEBOOK	1993	1	660	290.93
		1 Total		290.93
		4	660	0.00
		4 Total		0.00
USABLUEBOOK Total				290.93
VANCE CORPORATION	8175	1	101	0.00
			102	0.00
		1 Total		0.00
		3	101	470,875.51
			102	658,051.61
		3 Total		1,128,927.12
		4	101	13,185.00
			102	9,434.67
			810	22,183.10
		4 Total		44,802.77
VANCE CORPORATION Total				1,173,729.89
VEOLIA WATER CONTRACT OPERATIONS US	7007	1	680	76,371.36
		1 Total		76,371.36
		2	680	76,371.36
		2 Total		76,371.36
VEOLIA WATER CONTRACT OPERATIONS US Total				152,742.72
VERIZON WIRELESS SERVICES, LLC	5369	1	001	5,061.54

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
VERIZON WIRELESS SERVICES, LLC	5369	1	100	302.05
			610	1,276.70
			660	890.35
			670	5,496.45
			680	151.24
			702	88.65
			703	186.12
			761	275.99
		1 Total		13,729.09
		2	001	5,004.00
			100	275.33
			610	1,139.17
			660	957.36
			670	1,964.32
			680	153.30
			702	87.43
			703	186.12
			761	274.97
		2 Total		10,042.00
		3	001	4,757.05
			100	302.68
			610	1,140.35
			660	1,449.76
			670	1,951.71
			680	379.25
			702	83.13
			703	186.24
			761	274.14
		3 Total		10,524.31
		4	001	4,509.01
			100	301.50
			610	1,146.38
			660	916.27
			670	1,949.51
			680	151.98
			702	77.43
			703	186.28
			761	276.87
		4 Total		9,515.23

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
VERIZON WIRELESS SERVICES, LLC Total				43,810.63
VIGILANT LLC	8631	1	703	8,379.53
		1 Total		8,379.53
		2	703	8,341.72
		2 Total		8,341.72
		3	703	8,266.10
		3 Total		8,266.10
		4	703	8,341.72
		4 Total		8,341.72
VIGILANT LLC Total				33,329.07
VIRTUAL PROJECT MANAGER, LLC	7885	1	660	249.90
			670	500.10
			680	250.00
		1 Total		1,000.00
		2	660	499.80
			670	1,000.20
			680	500.00
		2 Total		2,000.00
		4	660	499.80
			670	1,000.20
			680	500.00
		4 Total		2,000.00
VIRTUAL PROJECT MANAGER, LLC Total				5,000.00
VISION SECURITY SYSTEMS	6143	1	660	0.00
			704	2,355.00
		1 Total		2,355.00
		2	704	12,175.06
		2 Total		12,175.06
		3	670	0.00
			704	756.02
		3 Total		756.02
		4	660	0.00
			670	9,676.39
			680	0.00
			704	2,355.00
			810	1,120.00
		4 Total		13,151.39
VISION SECURITY SYSTEMS Total				28,437.47
VISTA PAINT	1890	1	001	397.31

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
VISTA PAINT	1890	1	100	1,343.63
		1 Total		1,740.94
		2	001	180.48
		2 Total		180.48
		3	100	455.45
		3 Total		455.45
VISTA PAINT Total				2,376.87
VULCAN MATERIALS	6650	2	660	2,779.24
		2 Total		2,779.24
VULCAN MATERIALS Total				2,779.24
WALKER, LORRAINE	8449	2	001	300.00
		2 Total		300.00
		3	001	166.70
		3 Total		166.70
WALKER, LORRAINE Total				466.70
WALLACE, COLLEEN	7576	1	001	54.61
		1 Total		54.61
		2	001	102.51
		2 Total		102.51
		3	001	41.47
		3 Total		41.47
		4	001	325.55
		4 Total		325.55
WALLACE, COLLEEN Total				524.14
WALTER STANLEY COS, LLC	7282	1	704	1,903.67
		1 Total		1,903.67
		2	704	95.17
		2 Total		95.17
		4	704	519.68
		4 Total		519.68
WALTER STANLEY COS, LLC Total				2,518.52
WASTE MANAGEMENT 0F THE IE	1437	3	670	10,105.21
		3 Total		10,105.21
		4	670	10.91
		4 Total		10.91
WASTE MANAGEMENT 0F THE IE Total				10,116.12
WATERLINE TECHNOLOGIES, INC	6918	1	001	3,537.78
		1 Total		3,537.78
		2	001	1,985.57

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
WATERLINE TECHNOLOGIES, INC	6918	2 Total		1,985.57
		3	001	1,260.75
		3 Total		1,260.75
WATERLINE TECHNOLOGIES, INC Total				6,784.10
WELDOR'S SUPPLY AND STEEL	7249	1	001	4,500.00
		1 Total		4,500.00
		4	660	313.62
		4 Total		313.62
WELDOR'S SUPPLY AND STEEL Total				4,813.62
WELLS FARGO BANK	2256	1	001	1,400,473.39
		1 Total		1,400,473.39
		2	001	1,233,193.44
		2 Total		1,233,193.44
		3	001	1,368,811.72
		3 Total		1,368,811.72
		4	001	1,196,546.41
		4 Total		1,196,546.41
	4228	1	001	900.00
		1 Total		900.00
		2	001	600.00
		2 Total		600.00
		3	001	600.00
		3 Total		600.00
		4	001	600.00
		4 Total		600.00
WELLS FARGO BANK Total				5,201,724.96
WELLS FARGO CARD SERVICES INC	4821	1	001	37,581.91
			660	473.75
			670	2,717.58
			675	14.98
			680	473.75
			702	2,324.03
			703	569.52
			810	1,653.17
		1 Total		45,808.69
		2	001	47,043.27
			610	89.10
			660	250.14
			670	1,020.67

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
WELLS FARGO CARD SERVICES INC	4821	2	675	281.48
			680	234.00
			702	(1,508.07)
			703	48.24
			761	170.67
			810	1,851.80
		2 Total		49,481.30
		3	001	35,757.97
			100	450.00
			610	485.68
			670	2,785.04
			675	95.36
			702	1,566.44
			810	1,504.64
		3 Total		42,645.13
WELLS FARGO CARD SERVICES INC Total				137,935.12
WESTERN WATER WORKS SUPPLY CO	464	3	660	5,151.10
		3 Total		5,151.10
		4	660	4,878.06
		4 Total		4,878.06
WESTERN WATER WORKS SUPPLY CO Total				10,029.16
WESTRUX INTERNATIONAL INC	143	1	702	488.01
		1 Total		488.01
		2	702	0.00
		2 Total		0.00
WESTRUX INTERNATIONAL INC Total				488.01
WILBUR'S POWER EQUIPMENT	466	4	100	1,053.17
		4 Total		1,053.17
WILBUR'S POWER EQUIPMENT Total				1,053.17
WILLDAN ENGINEERING	6184	1	001	292.56
			660	292.47
			680	292.47
		1 Total		877.50
		2	001	49,577.50
			660	0.00
			680	0.00
		2 Total		49,577.50
		3	001	73,525.88
			660	233.31

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
WILLDAN ENGINEERING	6184	3	680	233.31
		3 Total		73,992.50
		4	001	44,080.88
			660	268.31
			680	268.31
		4 Total		44,617.50
WILLDAN ENGINEERING Total				169,065.00
WILLDAN FINANCIAL SERVICES	2971	1	375	983.36
			689	0.00
		1 Total		983.36
		3	375	782.20
		3 Total		782.20
WILLDAN FINANCIAL SERVICES Total				1,765.56
WILLIAMS SCOTSMAN, INC	1357	1	810	1,611.94
		1 Total		1,611.94
WILLIAMS SCOTSMAN, INC Total				1,611.94
XENIA PACIFIC, INC	6662	3	001	973.53
			810	68.96
		3 Total		1,042.49
		4	001	38.79
		4 Total		38.79
XENIA PACIFIC, INC Total				1,081.28
YUNEX, LLC	8096	1	100	0.00
		1 Total		0.00
		2	100	1,037.00
		2 Total		1,037.00
		3	100	2,694.01
		3 Total		2,694.01
		4	100	2,167.54
		4 Total		2,167.54
YUNEX, LLC Total				5,898.55
ZENNER PERFORMANCE METERS, INC	6499	1	660	22,405.82
		1 Total		22,405.82
		3	660	8,411.22
		3 Total		8,411.22
ZENNER PERFORMANCE METERS, INC Total				30,817.04
RED HAWK SERVICES	7290	1	001	0.00
			660	47,304.11
			670	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
RED HAWK SERVICES	7290	1	680	12,902.06
			690	43,010.31
		1 Total		103,216.48
		3	660	0.00
			680	0.00
			690	0.00
		3 Total		0.00
RED HAWK SERVICES Total				103,216.48
EMPOWER ANNUITY INSURANCE COMPANY	8702	1	001	97,374.58
		1 Total		97,374.58
		2	001	149,280.53
		2 Total		149,280.53
		3	001	95,370.38
		3 Total		95,370.38
		4	001	89,972.41
		4 Total		89,972.41
EMPOWER ANNUITY INSURANCE COMPANY Total				431,997.90
AED ENERGY SERVICES LLC	8694	1	702	0.00
		1 Total		0.00
		2	702	3,630.00
		2 Total		3,630.00
		3	702	2,115.00
		3 Total		2,115.00
		4	702	18,280.00
		4 Total		18,280.00
AED ENERGY SERVICES LLC Total				24,025.00
ALTA LANGUAGE SERVICES INC	8714	1	001	198.00
		1 Total		198.00
ALTA LANGUAGE SERVICES INC Total				198.00
CTC TECHNOLOGY AND ENERGY	8661	1	673	0.00
		1 Total		0.00
		2	673	18,506.25
		2 Total		18,506.25
CTC TECHNOLOGY AND ENERGY Total				18,506.25
SERVIAM BY WRIGHT LLP	7131	2	700	19,946.13
		2 Total		19,946.13
		3	700	9,773.39
		3 Total		9,773.39
		4	700	9,968.88

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
SERVIAM BY WRIGHT LLP	7131	4 Total		9,968.88
SERVIAM BY WRIGHT LLP Total				39,688.40
WILDLIFE CONTROL SERVICE INC	7605	1	001	1,250.00
		1 Total		1,250.00
		2	001	1,250.00
		2 Total		1,250.00
		3	001	1,250.00
		3 Total		1,250.00
		4	001	1,250.00
		4 Total		1,250.00
WILDLIFE CONTROL SERVICE INC Total				5,000.00
BUDD-FALEN LAW OFFICES, LLC.	7651	1	660	2,488.47
		1 Total		2,488.47
		3	660	3,640.00
		3 Total		3,640.00
		4	660	17,363.17
		4 Total		17,363.17
BUDD-FALEN LAW OFFICES, LLC. Total				23,491.64
TETRA TECH INC.	7297	1	660	0.00
			670	0.00
			680	0.00
		1 Total		0.00
		2	660	13,153.09
		2 Total		13,153.09
		3	670	6,000.00
		3 Total		6,000.00
		4	660	10,555.00
		4 Total		10,555.00
TETRA TECH INC. Total				29,708.09
THOMPSON COBURN, LLP	6895	1	670	34,634.07
		1 Total		34,634.07
		3	670	8,596.85
		3 Total		8,596.85
		4	670	6,437.39
		4 Total		6,437.39
THOMPSON COBURN, LLP Total				49,668.31
BURKE, WILLIAMS & SORENSON LLP	3991	2	700	6,230.00
		2 Total		6,230.00
BURKE, WILLIAMS & SORENSON LLP Total				6,230.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
HUERTA LOPEZ, TUNNIA A	8736	1	001	245.00
		1 Total		245.00
		2	001	280.00
		2 Total		280.00
		3	001	490.00
		3 Total		490.00
		4	001	280.00
		4 Total		280.00
HUERTA LOPEZ, TUNNIA A Total				1,295.00
STOCKMAN, JULIA	8735	1	001	542.50
		1 Total		542.50
STOCKMAN, JULIA Total				542.50
BENAVIDES, SUSIE	8773	4	001	116.50
		4 Total		116.50
BENAVIDES, SUSIE Total				116.50
CITY OF BANNING UTILITIES OPV	7992	1	810	1,651.14
		1 Total		1,651.14
		2	810	2,255.77
		2 Total		2,255.77
		3	810	2,109.24
		3 Total		2,109.24
		4	810	1,481.16
		4 Total		1,481.16
CITY OF BANNING UTILITIES OPV Total				7,497.31
CDW GOVERNMENT, LLC	4253	1	001	(371.74)
		1 Total		(371.74)
		2	001	5,266.35
			680	206.34
			703	18,179.68
		2 Total		23,652.37
		3	001	115.25
			761	1,309.42
		3 Total		1,424.67
		4	001	153.87
		4 Total		153.87
CDW GOVERNMENT, LLC Total				24,859.17
CHARTER COMMUNICATIONS	8150	1	001	659.70
			670	2,078.00
		1 Total		2,737.70

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CHARTER COMMUNICATIONS	8150	2	001	463.74
			670	2,078.00
		2 Total		2,541.74
		3	001	463.74
			670	2,078.00
		3 Total		2,541.74
		4	001	463.74
			670	2,085.46
		4 Total		2,549.20
CHARTER COMMUNICATIONS Total				10,370.38
INDEPENDENT REVIEW INVESTIGATIONS	8761	1	001	5,146.92
			700	1,650.00
		1 Total		6,796.92
		2	001	3,750.00
			700	942.80
		2 Total		4,692.80
		3	001	9,415.80
		3 Total		9,415.80
		4	001	7,997.15
		4 Total		7,997.15
INDEPENDENT REVIEW INVESTIGATIONS Total				28,902.67
MODEL 1 COMMERCIAL VEHICLES	3412	3	702	2,115.73
		3 Total		2,115.73
		4	702	4,141.40
		4 Total		4,141.40
MODEL 1 COMMERCIAL VEHICLES Total				6,257.13
RILEY, ANTHONY	8615	1	001	86.64
		1 Total		86.64
RILEY, ANTHONY Total				86.64
STOCKTON CONSULTING	6222	1	660	0.00
		1 Total		0.00
		3	660	3,712.50
		3 Total		3,712.50
		4	660	861.75
		4 Total		861.75
STOCKTON CONSULTING Total				4,574.25
VESTIS SERVICES LLC	7743	1	100	0.00
			610	0.00
			704	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
VESTIS SERVICES LLC	7743	1	761	369.96
		1 Total		369.96
		2	761	470.47
		2 Total		470.47
		3	761	403.00
		3 Total		403.00
		4	761	403.00
		4 Total		403.00
VESTIS SERVICES LLC Total				1,646.43
WIRZ & COMPANY INC	8779	1	001	3,749.70
			690	0.00
		1 Total		3,749.70
WIRZ & COMPANY INC Total				3,749.70
ALLGOOD DRIVING SCHOOL, INC	7979	1	001	109.20
		1 Total		109.20
		4	001	54.60
		4 Total		54.60
ALLGOOD DRIVING SCHOOL, INC Total				163.80
ALLIANT INSURANCE SERVICES, INC	6775	1	700	10,371.00
		1 Total		10,371.00
ALLIANT INSURANCE SERVICES, INC Total				10,371.00
ALTAIR ENGINEERING INC	8311	1	001	23,165.00
		1 Total		23,165.00
ALTAIR ENGINEERING INC Total				23,165.00
BEAUMONT BASIN WATERMASTER	4972	1	660	16,427.00
		1 Total		16,427.00
		3	660	3,164.89
		3 Total		3,164.89
BEAUMONT BASIN WATERMASTER Total				19,591.89
BLACK & VEATCH CORPORATION	4726	1	660	5,572.50
			680	5,572.50
		1 Total		11,145.00
BLACK & VEATCH CORPORATION Total				11,145.00
CAPITAL REALTY ANALYSTS, INC	7260	1	420	0.00
		1 Total		0.00
		2	001	10,300.00
		2 Total		10,300.00
CAPITAL REALTY ANALYSTS, INC Total				10,300.00
CASTILLO, JORGE IVAN	8078	1	001	287.39

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CASTILLO, JORGE IVAN	8078	1 Total		287.39
CASTILLO, JORGE IVAN Total				287.39
CM LANDSCAPE	8756	1	001	6,731.25
		1 Total		6,731.25
		2	001	7,515.20
		2 Total		7,515.20
		4	001	3,329.00
		4 Total		3,329.00
CM LANDSCAPE Total				17,575.45
DBT TRANSPORTATION SERVICES, LLC	7950	1	600	7,000.00
		1 Total		7,000.00
DBT TRANSPORTATION SERVICES, LLC Total				7,000.00
EFS WEST INC	8599	1	610	0.00
		1 Total		0.00
		2	610	70,309.50
		2 Total		70,309.50
EFS WEST INC Total				70,309.50
FEDEX	1078	1	702	43.07
		1 Total		43.07
FEDEX Total				43.07
FLYNN, SHERI	7486	1	001	74.67
		1 Total		74.67
		4	001	115.25
		4 Total		115.25
FLYNN, SHERI Total				189.92
GAMETIME	8784	1	001	0.00
		1 Total		0.00
		2	001	1,384.38
		2 Total		1,384.38
GAMETIME Total				1,384.38
GARDA CL WEST INC	2589	1	761	1,371.03
		1 Total		1,371.03
		2	761	1,295.83
		2 Total		1,295.83
		3	761	1,310.81
		3 Total		1,310.81
		4	761	1,333.77
		4 Total		1,333.77
GARDA CL WEST INC Total				5,311.44

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
GRAYBAR ELECTRIC COMPANY, INC.	203	1	670	2,844.60
		1 Total		2,844.60
		2	670	379.61
		2 Total		379.61
GRAYBAR ELECTRIC COMPANY, INC. Total				3,224.21
HDL COREN & CONE	2920	1	001	4,568.75
		1 Total		4,568.75
		2	001	0.00
		2 Total		0.00
		4	001	3,873.75
		4 Total		3,873.75
HDL COREN & CONE Total				8,442.50
INNER-TITE CORP	3748	1	670	2,918.80
		1 Total		2,918.80
INNER-TITE CORP Total				2,918.80
MIXON, FRANKLEN	8493	1	001	17.25
		1 Total		17.25
		3	001	16.50
		3 Total		16.50
		4	001	16.50
		4 Total		16.50
MIXON, FRANKLEN Total				50.25
MOTOROLA SOLUTIONS, INC.	1250	1	001	0.00
		1 Total		0.00
		3	001	9,345.16
		3 Total		9,345.16
MOTOROLA SOLUTIONS, INC. Total				9,345.16
OERTEL, ERICH	5811	1	001	17.25
		1 Total		17.25
		3	001	684.21
		3 Total		684.21
		4	001	407.00
		4 Total		407.00
OERTEL, ERICH Total				1,108.46
PRESCOTT, KEVIN	8324	1	001	17.25
		1 Total		17.25
		4	001	631.50
		4 Total		631.50
PRESCOTT, KEVIN Total				648.75

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
PRESS-ENTERPRISE, THE	1295	1	670	126.17
		1 Total		126.17
		2	001	525.89
			660	136.77
			670	126.17
			680	126.17
		2 Total		915.00
		3	680	136.77
		3 Total		136.77
		4	001	262.95
			100	405.02
			660	136.77
		4 Total		804.74
PRESS-ENTERPRISE, THE Total				1,982.68
PUBLIC ENTITY RISK MANAGEMENT	978	1	700	3,593,240.00
		1 Total		3,593,240.00
PUBLIC ENTITY RISK MANAGEMENT Total				3,593,240.00
QT POD	8674	1	600	0.00
		1 Total		0.00
		2	600	1,195.00
		2 Total		1,195.00
QT POD Total				1,195.00
QUADIENT LEASING USA, INC	6694	1	001	0.00
		1 Total		0.00
		2	001	521.66
		2 Total		521.66
		4	705	0.00
		4 Total		0.00
QUADIENT LEASING USA, INC Total				521.66
QUADIENT POSTAGE FUNDING	8211	1	705	5,000.00
		1 Total		5,000.00
		2	705	(5,000.00)
		2 Total		(5,000.00)
		3	705	1,030.00
		3 Total		1,030.00
		4	705	1,000.00
		4 Total		1,000.00
QUADIENT POSTAGE FUNDING Total				2,030.00
RIV. CO. SHERIFF'S DEPARTMENT	1642	1	001	31,250.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
RIV. CO. SHERIFF'S DEPARTMENT	1642	1 Total		31,250.00
RIV. CO. SHERIFF'S DEPARTMENT Total				31,250.00
SOCAL PROPANE LLC	8625	1	001	0.00
			704	80.00
		1 Total		80.00
SOCAL PROPANE LLC Total				80.00
SOUTHERN CALIF ASSN OF GOVERNMENTS	1346	1	001	4,600.00
		1 Total		4,600.00
SOUTHERN CALIF ASSN OF GOVERNMENTS Total				4,600.00
SOUTHERN CALIFORNIA WEST COAST ELEC	1377	1	001	1,211.38
			704	7,006.63
		1 Total		8,218.01
		2	704	4,500.00
			810	1,280.00
		2 Total		5,780.00
		3	704	3,346.05
		3 Total		3,346.05
		4	704	1,043.14
			810	4,917.37
		4 Total		5,960.51
SOUTHERN CALIFORNIA WEST COAST ELEC Total				23,304.57
SOUTHWEST POWER POOL, INC	7488	1	670	312.79
		1 Total		312.79
		2	670	0.00
		2 Total		0.00
SOUTHWEST POWER POOL, INC Total				312.79
STAGECOACH DAYS ASSOCIATION	6989	1	001	30,500.00
		1 Total		30,500.00
		3	001	555.00
		3 Total		555.00
		4	001	15.00
		4 Total		15.00
STAGECOACH DAYS ASSOCIATION Total				31,070.00
STATE WATER RESOURCES CONTROL	6849	1	660	105.00
		1 Total		105.00
		2	660	60.00
		2 Total		60.00
STATE WATER RESOURCES CONTROL Total				165.00
STC TRAFFIC INC	8249	1	101	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
STC TRAFFIC INC	8249	1 Total		0.00
		2	100	0.00
		2 Total		0.00
		3	100	815.00
		3 Total		815.00
		4	100	15,480.00
		4 Total		15,480.00
STC TRAFFIC INC Total				16,295.00
SYNAGRO-WWT, INC	7152	1	680	4,442.84
		1 Total		4,442.84
SYNAGRO-WWT, INC Total				4,442.84
TOLAR MANUFACTURING CO, INC	6409	1	610	4,536.28
		1 Total		4,536.28
		4	610	0.00
		4 Total		0.00
TOLAR MANUFACTURING CO, INC Total				4,536.28
TRANSWEST TRUCK CENTER, LLC	420	1	660	180,783.75
		1 Total		180,783.75
		2	660	0.00
		2 Total		0.00
TRANSWEST TRUCK CENTER, LLC Total				180,783.75
U.S. BANK	3590	1	375	3,757.50
		1 Total		3,757.50
		2	375	145,506.91
			830	1,779,195.76
		2 Total		1,924,702.67
		3	678	2,750.00
			669	2,750.00
		3 Total		5,500.00
		4	680	2,750.00
			689	380,625.00
			669	1,612,031.26
		4 Total		1,995,406.26
U.S. BANK Total				3,929,366.43
WEST COAST ARBORISTS, INC	3999	1	100	3,150.00
		1 Total		3,150.00
		2	100	10,500.00
		2 Total		10,500.00
WEST COAST ARBORISTS, INC Total				13,650.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
WHITE CAP LP	2836	1	660	5,874.58
		1 Total		5,874.58
WHITE CAP LP Total				5,874.58
WOODARD & CURRAN, INC	7220	1	660	0.00
		1 Total		0.00
		2	660	12,576.25
		2 Total		12,576.25
WOODARD & CURRAN, INC Total				12,576.25
YARYAN, MARY	8738	1	001	517.86
		1 Total		517.86
		4	001	4,500.00
		4 Total		4,500.00
YARYAN, MARY Total				5,017.86
72 HOUR LLC-NATIONAL AUTO FLT GRP	6900	1	001	0.00
		1 Total		0.00
		4	001	172,063.20
		4 Total		172,063.20
72 HOUR LLC-NATIONAL AUTO FLT GRP Total				172,063.20
ALTA PLANNING + DESIGN INC	8297	2	001	10,353.75
		2 Total		10,353.75
ALTA PLANNING + DESIGN INC Total				10,353.75
AMERICAN LEGAL PUBLISHING LLC	8808	2	705	6,855.00
		2 Total		6,855.00
AMERICAN LEGAL PUBLISHING LLC Total				6,855.00
AUER, WILLIAM	6942	1	001	621.00
		1 Total		621.00
AUER, WILLIAM Total				621.00
AUTOMATED GATE SERVICES, INC.	3933	1	600	793.00
			704	570.00
		1 Total		1,363.00
		2	704	2,099.00
		2 Total		2,099.00
AUTOMATED GATE SERVICES, INC. Total				3,462.00
BANNING VETERINARY HOSPITAL	5297	1	001	1,065.75
		1 Total		1,065.75
		2	001	643.25
		2 Total		643.25
		3	001	1,124.77
		3 Total		1,124.77

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
BANNING VETERINARY HOSPITAL	5297	4	001	139.25
		4 Total		139.25
BANNING VETERINARY HOSPITAL Total				2,973.02
CA. ST. BOARD OF EQUAL. - FUEL	2257	1	702	487.00
		1 Total		487.00
		4	702	626.00
		4 Total		626.00
CA. ST. BOARD OF EQUAL. - FUEL Total				1,113.00
CA. ST. BOARD OF EQUALIZATION	3012	2	001	8,666.00
		2 Total		8,666.00
		4	001	285.00
		4 Total		285.00
CA. ST. BOARD OF EQUALIZATION Total				8,951.00
CABALLERO, DANIEL	7051	2	001	645.55
			670	224.00
		2 Total		869.55
CABALLERO, DANIEL Total				869.55
CALIFORNIA, STATE OF	992	2	700	10,632.00
		2 Total		10,632.00
CALIFORNIA, STATE OF Total				10,632.00
CENTRAL TAX-EXEMPT INVESTMENTS	8814	1	451	95,671.41
		1 Total		95,671.41
CENTRAL TAX-EXEMPT INVESTMENTS Total				95,671.41
CI SOLUTIONS	5838	2	001	995.00
		2 Total		995.00
CI SOLUTIONS Total				995.00
COASTAL BOILER WORKS INC	8606	1	680	3,636.86
		1 Total		3,636.86
COASTAL BOILER WORKS INC Total				3,636.86
CODE 3 TECHNOLOGY	8812	2	001	0.00
		2 Total		0.00
		3	001	11,118.87
		3 Total		11,118.87
		4	001	0.00
		4 Total		0.00
CODE 3 TECHNOLOGY Total				11,118.87
COMDIRECT, INC	6464	1	001	6,880.00
		1 Total		6,880.00
		2	001	0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
COMDIRECT, INC	6464	2 Total		0.00
COMDIRECT, INC Total				6,880.00
CRAFCO INC	3061	2	100	1,008.13
		2 Total		1,008.13
CRAFCO INC Total				1,008.13
CUSTOM TROPHIES & UNEEK AWARDS	7774	1	001	78.65
		1 Total		78.65
		3	001	1,115.21
		3 Total		1,115.21
		4	001	875.46
		4 Total		875.46
CUSTOM TROPHIES & UNEEK AWARDS Total				2,069.32
DJ TONY	8597	2	001	450.00
		2 Total		450.00
		4	001	200.00
			201	0.00
		4 Total		200.00
DJ TONY Total				650.00
ECS IMAGING , INC	4275	1	703	26,450.00
		1 Total		26,450.00
		2	703	0.00
		2 Total		0.00
ECS IMAGING , INC Total				26,450.00
FIRST AMERICAN TITLE COMPANY	8468	2	420	40,563.23
		2 Total		40,563.23
FIRST AMERICAN TITLE COMPANY Total				40,563.23
FIRST TWO INC	8759	2	001	3,600.00
		2 Total		3,600.00
FIRST TWO INC Total				3,600.00
GOVINVEST,INC	7927	1	705	38,349.00
		1 Total		38,349.00
		2	705	0.00
		2 Total		0.00
GOVINVEST,INC Total				38,349.00
HAAS & WILKERSON, INC	7759	1	001	6,404.00
		1 Total		6,404.00
HAAS & WILKERSON, INC Total				6,404.00
HAHN, MICHAEL	7263	2	660	229.50
		2 Total		229.50

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
HAHN, MICHAEL Total				229.50
HALVERSON, ALEC	8793	2	001	99.00
		2 Total		99.00
HALVERSON, ALEC Total				99.00
HASKELL REAL ESTATE INC	8712	2	810	2,200.00
		2 Total		2,200.00
HASKELL REAL ESTATE INC Total				2,200.00
HEIDT, ANGELO	8706	2	001	101.10
		2 Total		101.10
HEIDT, ANGELO Total				101.10
HERRERA, ANDRES	8809	2	675	1,800.00
		2 Total		1,800.00
HERRERA, ANDRES Total				1,800.00
INTEGRITY ARBORIST & ECOSCAPE INC	8754	1	001	25,564.50
		1 Total		25,564.50
		2	001	35,656.50
		2 Total		35,656.50
INTEGRITY ARBORIST & ECOSCAPE INC Total				61,221.00
LEVEL II, INC	1670	1	001	27,812.00
		1 Total		27,812.00
		2	001	0.00
		2 Total		0.00
LEVEL II, INC Total				27,812.00
LEXIPOL LLC	7046	1	001	7,999.20
		1 Total		7,999.20
		2	001	0.00
		2 Total		0.00
LEXIPOL LLC Total				7,999.20
LOPEZ, ALFONSO	7939	2	100	250.00
		2 Total		250.00
LOPEZ, ALFONSO Total				250.00
MARIACHI COACHELLA LLC	8816	2	001	3,900.00
		2 Total		3,900.00
MARIACHI COACHELLA LLC Total				3,900.00
MORGAN, MIKECOE	8806	2	001	94.50
		2 Total		94.50
MORGAN, MIKECOE Total				94.50
MSW CONSULTANTS	8750	2	690	0.00
		2 Total		0.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
MSW CONSULTANTS	8750	3	001	3,650.00
		3 Total		3,650.00
MSW CONSULTANTS Total				3,650.00
MUNOZ, MARIBEL	6370	2	001	88.67
		2 Total		88.67
		3	001	192.39
		3 Total		192.39
		4	001	14.34
		4 Total		14.34
MUNOZ, MARIBEL Total				295.40
NAPA AUTO PARTS	7805	1	702	6.99
		1 Total		6.99
		2	702	277.30
		2 Total		277.30
		4	702	161.50
		4 Total		161.50
NAPA AUTO PARTS Total				445.79
NEARMAP US INC	8748	2	001	0.00
			660	0.00
			670	0.00
			680	0.00
			705	12,000.00
		2 Total		12,000.00
		4	705	0.00
		4 Total		0.00
NEARMAP US INC Total				12,000.00
O'REILLY AUTO PARTS	4076	1	702	451.44
		1 Total		451.44
		2	702	24.85
		2 Total		24.85
		3	702	701.02
		3 Total		701.02
O'REILLY AUTO PARTS Total				1,177.31
ONLINE INFORMATION SERVICES	7435	1	761	822.71
		1 Total		822.71
		2	761	529.92
		2 Total		529.92
		4	761	912.88
		4 Total		912.88

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
ONLINE INFORMATION SERVICES Total				2,265.51
PINNACLE PETROMLEUM INC	8787	2	702	26,954.93
		2 Total		26,954.93
		3	702	29,416.89
		3 Total		29,416.89
		4	702	56,367.83
		4 Total		56,367.83
PINNACLE PETROMLEUM INC Total				112,739.65
PIONEER AMERICAS LLC	8386	1	660	0.00
		1 Total		0.00
		2	660	6,678.25
		2 Total		6,678.25
		3	660	6,783.92
		3 Total		6,783.92
PIONEER AMERICAS LLC Total				13,462.17
RODRIGUEZ, MONIQUE	8762	2	001	99.00
		2 Total		99.00
RODRIGUEZ, MONIQUE Total				99.00
ROEBUCK, ALYSSA	8086	2	001	193.50
		2 Total		193.50
		3	001	33.00
		3 Total		33.00
		4	001	16.50
		4 Total		16.50
ROEBUCK, ALYSSA Total				243.00
RON TURLEY ASSOCIATES INC	1341	1	702	7,200.00
		1 Total		7,200.00
		2	702	0.00
		2 Total		0.00
RON TURLEY ASSOCIATES INC Total				7,200.00
SIRLS, STEPHANIE	8601	1	610	380.60
		1 Total		380.60
SIRLS, STEPHANIE Total				380.60
SPS VAR, LLC	4796	1	703	9,030.00
		1 Total		9,030.00
		2	703	0.00
		2 Total		0.00
SPS VAR, LLC Total				9,030.00
STURM, ADAM	8452	1	001	250.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
STURM, ADAM	8452	1 Total		250.00
STURM, ADAM Total				250.00
SUPERION, LLC	7961	1	705	26,807.18
		1 Total		26,807.18
		2	705	26,807.18
		2 Total		26,807.18
SUPERION, LLC Total				53,614.36
TEAMCALIFORNIA ECONOMIC DEV CORP	8670	2	001	2,500.00
		2 Total		2,500.00
TEAMCALIFORNIA ECONOMIC DEV CORP Total				2,500.00
TEC EQUIPMENT, INC	7997	1	702	2,549.43
		1 Total		2,549.43
		2	702	636.41
		2 Total		636.41
		3	702	15.65
		3 Total		15.65
		4	702	1,178.96
		4 Total		1,178.96
TEC EQUIPMENT, INC Total				4,380.45
THORNTON, CHRIS	5804	2	001	20.00
			680	229.50
		2 Total		249.50
THORNTON, CHRIS Total				249.50
ULTIMATE ROOF	8760	1	704	1,758.35
		1 Total		1,758.35
ULTIMATE ROOF Total				1,758.35
WINDSTREAM SERVICES, LLC	8344	1	001	980.88
			705	5,598.20
		1 Total		6,579.08
		2	001	991.02
			705	5,593.37
		2 Total		6,584.39
		3	001	975.12
			705	5,583.57
		3 Total		6,558.69
WINDSTREAM SERVICES, LLC Total				19,722.16
A.C. PROPANE	8333	1	810	472.15
		1 Total		472.15
A.C. PROPANE Total				472.15

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
AFFORDABLE BEE SERVICES	8766	1	704	650.00
		1 Total		650.00
AFFORDABLE BEE SERVICES Total				650.00
ALLDATA, LLC	5787	1	702	1,500.00
		1 Total		1,500.00
		3	702	0.00
		3 Total		0.00
ALLDATA, LLC Total				1,500.00
ASBURY ENVIRONMENTAL SERVICES DBA	6899	3	702	486.44
		3 Total		486.44
		4	001	743.48
		4 Total		743.48
ASBURY ENVIRONMENTAL SERVICES DBA Total				1,229.92
AUTO GLASS NOW	8602	3	702	769.66
		3 Total		769.66
AUTO GLASS NOW Total				769.66
BANNING CHAMBER OF COMMERCE	7632	3	001	5,040.00
			100	180.00
			610	270.00
			660	360.00
			670	630.00
			703	180.00
			761	720.00
		3 Total		7,380.00
BANNING CHAMBER OF COMMERCE Total				7,380.00
BENTLEY SYSTEMS, INC	8613	3	670	4,580.00
		3 Total		4,580.00
BENTLEY SYSTEMS, INC Total				4,580.00
CA. ST. DEPT. OF CONSERVATION	994	1	001	4,208.38
		1 Total		4,208.38
CA. ST. DEPT. OF CONSERVATION Total				4,208.38
CASTRO, DAVID	8488	2	610	250.00
		2 Total		250.00
CASTRO, DAVID Total				250.00
CONSOLIDATED ELECTRICAL	120	2	704	679.12
		2 Total		679.12
CONSOLIDATED ELECTRICAL Total				679.12
CORTEZ-JASSO, VICTOR	7036	2	670	250.00
		2 Total		250.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CORTEZ-JASSO, VICTOR Total				250.00
ELITE FIRE PROTECTION, INC	7775	2	001	505.00
		2 Total		505.00
		4	704	2,914.38
		4 Total		2,914.38
ELITE FIRE PROTECTION, INC Total				3,419.38
FERGUSON ENTERPRISES LLC #1089	8822	1	660	35.89
		1 Total		35.89
		3	660	0.00
		3 Total		0.00
FERGUSON ENTERPRISES LLC #1089 Total				35.89
FERRELLGAS LP	1081	1	660	705.45
		1 Total		705.45
FERRELLGAS LP Total				705.45
GERBER COLLISION & GLASS	8666	3	702	11,131.55
		3 Total		11,131.55
GERBER COLLISION & GLASS Total				11,131.55
JAUREGUI, ROBERTO	7122	3	001	16.50
		3 Total		16.50
		4	001	16.50
		4 Total		16.50
JAUREGUI, ROBERTO Total				33.00
JEREMY D WEINSTEIN	8819	2	670	1,995.00
		2 Total		1,995.00
		4	670	332.50
		4 Total		332.50
JEREMY D WEINSTEIN Total				2,327.50
JON'S FLAGS & POLES, INC	7776	1	704	348.00
		1 Total		348.00
JON'S FLAGS & POLES, INC Total				348.00
LEWIN, DEBORAH	8827	3	675	2,400.00
		3 Total		2,400.00
LEWIN, DEBORAH Total				2,400.00
LOPEZ, MARISOL	8279	3	001	140.06
		3 Total		140.06
		4	001	587.24
		4 Total		587.24
LOPEZ, MARISOL Total				727.30
MC CALL'S METER SALES	1757	2	660	1,403.79

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
MC CALL'S METER SALES	1757	2 Total		1,403.79
		3	660	743.28
		3 Total		743.28
MC CALL'S METER SALES Total				2,147.07
MCCLEAN, DOROTHY	8825	3	675	1,500.00
		3 Total		1,500.00
MCCLEAN, DOROTHY Total				1,500.00
MUNOZ, RENE	7564	3	001	16.50
		3 Total		16.50
MUNOZ, RENE Total				16.50
OPENGOV, INC	7618	3	001	999.00
		3 Total		999.00
OPENGOV, INC Total				999.00
RIV. CO. FIRE DEPARTMENT	1643	3	001	907,198.19
		3 Total		907,198.19
RIV. CO. FIRE DEPARTMENT Total				907,198.19
RIV. CO. TLMA ADMINISTRATION	1329	2	100	10,000.00
		2 Total		10,000.00
RIV. CO. TLMA ADMINISTRATION Total				10,000.00
RODRIGUEZ, MANUEL	8794	3	001	55.00
		3 Total		55.00
RODRIGUEZ, MANUEL Total				55.00
RUELAS, ELIAS	7006	3	675	150.00
		3 Total		150.00
RUELAS, ELIAS Total				150.00
SANTA ANA WATERSHED PROJ AUTHORITY	6965	1	660	28,484.21
		1 Total		28,484.21
SANTA ANA WATERSHED PROJ AUTHORITY Total				28,484.21
SMITH, BRANDON	6127	3	001	274.50
		3 Total		274.50
		4	001	288.75
		4 Total		288.75
SMITH, BRANDON Total				563.25
SOUTHERN CALIFORNIA GAS CO	1376	2	702	6,297.92
		2 Total		6,297.92
		3	702	8,662.95
		3 Total		8,662.95
		4	702	8,135.05
		4 Total		8,135.05

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
SOUTHERN CALIFORNIA GAS CO Total				23,095.92
STATEWIDE TOWING & RECOVERY, INC	3952	3	702	990.00
		3 Total		990.00
STATEWIDE TOWING & RECOVERY, INC Total				990.00
TOM BELL CHEVROLET	416	3	702	314.97
		3 Total		314.97
TOM BELL CHEVROLET Total				314.97
TRI-GLOBAL TECHNOLOGIES, LLC	7874	3	670	4,185.00
		3 Total		4,185.00
TRI-GLOBAL TECHNOLOGIES, LLC Total				4,185.00
WALKER, BRIAN	4984	3	001	274.50
		3 Total		274.50
		4	001	16.50
		4 Total		16.50
WALKER, BRIAN Total				291.00
ACOM SOLUTIONS, INC	6497	1	705	5,371.00
		1 Total		5,371.00
		4	705	0.00
		4 Total		0.00
ACOM SOLUTIONS, INC Total				5,371.00
AVILA, CHRISTINA	6593	4	001	189.00
		4 Total		189.00
AVILA, CHRISTINA Total				189.00
BANNING GLASS MIRROR & SCREEN	7101	4	704	233.78
		4 Total		233.78
BANNING GLASS MIRROR & SCREEN Total				233.78
BENHAR, CHANDA	8722	4	001	99.00
		4 Total		99.00
BENHAR, CHANDA Total				99.00
BOESS, RICHARD	8842	4	675	1,800.00
		4 Total		1,800.00
BOESS, RICHARD Total				1,800.00
BONICH, HECTOR	8846	4	675	513.36
		4 Total		513.36
BONICH, HECTOR Total				513.36
CALIFORNIA MUNICIPAL STATISTICS	6811	4	001	550.00
		4 Total		550.00
CALIFORNIA MUNICIPAL STATISTICS Total				550.00
CALIFORNIA PARK & REC SOCIETY	989	3	001	855.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
CALIFORNIA PARK & REC SOCIETY	989	3 Total		855.00
CALIFORNIA PARK & REC SOCIETY Total				855.00
CALIFORNIA PEACE OFFICERS' ASSN	1585	4	001	700.00
		4 Total		700.00
CALIFORNIA PEACE OFFICERS' ASSN Total				700.00
CAMPBELL, SANDRA	8833	4	675	1,800.00
		4 Total		1,800.00
CAMPBELL, SANDRA Total				1,800.00
DEGRAVE COMMUNICATIONS INC	8789	4	670	2,145.00
		4 Total		2,145.00
DEGRAVE COMMUNICATIONS INC Total				2,145.00
DEWITT, STEVE	8857	4	675	1,600.00
		4 Total		1,600.00
DEWITT, STEVE Total				1,600.00
EICHEL, GEORGE	8848	4	675	1,500.00
		4 Total		1,500.00
EICHEL, GEORGE Total				1,500.00
FISHER, ROBERT	2544	4	001	102.55
		4 Total		102.55
FISHER, ROBERT Total				102.55
FLAGSTAR PUBLIC FUNDING CORP	8820	3	680	95,274.81
		3 Total		95,274.81
FLAGSTAR PUBLIC FUNDING CORP Total				95,274.81
FLINT, AUSTIN	8451	3	001	250.00
		3 Total		250.00
FLINT, AUSTIN Total				250.00
FOSTER, SCOTT	6062	4	001	34.50
		4 Total		34.50
FOSTER, SCOTT Total				34.50
FRANCO AVILA, JUAN	8791	4	670	250.00
		4 Total		250.00
FRANCO AVILA, JUAN Total				250.00
FUENTES, RAMON	8224	4	001	634.17
		4 Total		634.17
FUENTES, RAMON Total				634.17
GASSMAN, VICTOR	8844	4	675	1,200.00
		4 Total		1,200.00
GASSMAN, VICTOR Total				1,200.00
GORBETT, LINDA	8838	4	675	1,600.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
GORBETT, LINDA	8838	4 Total		1,600.00
GORBETT, LINDA Total				1,600.00
GREAT WESTERN RECREATION LLC	8185	4	001	51.43
		4 Total		51.43
GREAT WESTERN RECREATION LLC Total				51.43
HERNANDEZ, LATHISHA LOPEZ	8850	4	001	231.00
		4 Total		231.00
HERNANDEZ, LATHISHA LOPEZ Total				231.00
HYDROTEX PARTNERS, LTD	6448	3	660	1,451.07
		3 Total		1,451.07
HYDROTEX PARTNERS, LTD Total				1,451.07
JACKSON, NYLIA	8851	4	001	294.00
		4 Total		294.00
JACKSON, NYLIA Total				294.00
JACOBS, GAVIN	8852	4	001	357.00
		4 Total		357.00
JACOBS, GAVIN Total				357.00
LEIGHTRONIX INC	8614	4	001	5,376.00
		4 Total		5,376.00
LEIGHTRONIX INC Total				5,376.00
LOPEZ, JOSEPH	8849	4	001	336.00
		4 Total		336.00
LOPEZ, JOSEPH Total				336.00
LOZANO SMITH LLP	7550	3	700	5,425.00
		3 Total		5,425.00
LOZANO SMITH LLP Total				5,425.00
MACIAS, RUBEN	6813	4	100	250.00
		4 Total		250.00
MACIAS, RUBEN Total				250.00
MAINSTREAM UNLIMITED	8845	4	001	1,233.05
		4 Total		1,233.05
MAINSTREAM UNLIMITED Total				1,233.05
MARTINEZ, ROBERT	8723	4	001	307.50
		4 Total		307.50
MARTINEZ, ROBERT Total				307.50
MESSERER, ELIZABETH & RAY	8832	4	675	1,800.00
		4 Total		1,800.00
MESSERER, ELIZABETH & RAY Total				1,800.00
MORGAN, DEIDRA J	7406	3	001	31.50

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
MORGAN, DEIDRA J	7406	3 Total		31.50
		4	001	157.50
		4 Total		157.50
MORGAN, DEIDRA J Total				189.00
NADING, JOHN	8835	4	675	3,000.00
		4 Total		3,000.00
NADING, JOHN Total				3,000.00
NOTTINGHAM, MICHAEL	7032	4	001	288.75
		4 Total		288.75
NOTTINGHAM, MICHAEL Total				288.75
NUNEZ, FIDEL	8837	4	675	2,400.00
		4 Total		2,400.00
NUNEZ, FIDEL Total				2,400.00
PASS EDA	1591	4	001	125.00
			670	25.00
		4 Total		150.00
PASS EDA Total				150.00
PLATT, JEFFREY	8481	4	810	198.32
		4 Total		198.32
PLATT, JEFFREY Total				198.32
PRITCHARD, RESHAY	8834	4	675	1,800.00
		4 Total		1,800.00
PRITCHARD, RESHAY Total				1,800.00
RIV. CO. DEPT OF ENVIRONMENTAL	3097	3	100	1,922.23
		3 Total		1,922.23
RIV. CO. DEPT OF ENVIRONMENTAL Total				1,922.23
ROCKWELL, AMBER	6071	4	670	71.25
		4 Total		71.25
ROCKWELL, AMBER Total				71.25
SAN BERNARDINO CO TAX COLLECTOR	3762	4	660	1,620.86
		4 Total		1,620.86
SAN BERNARDINO CO TAX COLLECTOR Total				1,620.86
SANCHEZ, ALBERTO	8024	4	001	232.08
		4 Total		232.08
SANCHEZ, ALBERTO Total				232.08
STONE, BRADLEY	8855	4	001	273.00
		4 Total		273.00
STONE, BRADLEY Total				273.00
SUN RIDGE SYSTEMS INC	4772	3	001	26,175.00

Vendor By Fund FY 2024-25

Vendor Name	Vendor No	Period	Fund	25
ADVANCED WORKPLACE STRATEGIES INC	4781	1	001	1,166.55
SUN RIDGE SYSTEMS INC	4772	3 Total		26,175.00
SUN RIDGE SYSTEMS INC Total				26,175.00
THE HOUSE OF PORTRAITS INC	8818	4	001	880.78
		4 Total		880.78
THE HOUSE OF PORTRAITS INC Total				880.78
THESIER, DEREK	4985	4	001	104.30
		4 Total		104.30
THESIER, DEREK Total				104.30
WALLACE, A'JA	8189	4	001	300.00
		4 Total		300.00
WALLACE, A'JA Total				300.00
WASHINGTON, MARK	6962	4	761	86.09
		4 Total		86.09
WASHINGTON, MARK Total				86.09
WRCOG	2690	4	001	6,703.52
		4 Total		6,703.52
WRCOG Total				6,703.52
YOUNG, CARLA	5375	4	670	71.25
		4 Total		71.25
YOUNG, CARLA Total				71.25
ZOLLAR, WILLIAM	8843	4	675	2,000.00
		4 Total		2,000.00
ZOLLAR, WILLIAM Total				2,000.00
Grand Total				40,207,772.35

Cash Balances By Fund Type

Fund Type	Balance
001 - GENERAL FUND*	(1,174,997.86)
100 - SPECIAL REVENUE FUNDS	5,587,436.67
300 - FIDUCIARY FUNDS	172,111.71
400 - CAPITAL IMPROVEMENT FUNDS	1,224,723.68
600 - AIRPORT FUND*	(414,554.06)
610 - TRANSIT FUND	3,470,177.65
660 - WATER ENTERPRISE	30,306,993.37
670 - ELECTRIC ENTERPRISE	(7,853,403.66)
680 - WASTEWATER ENTERPRISE	26,488,423.86
700 - INTERNAL SERVICE FUNDS*	(13,653,989.26)
800 - SUCCESSOR AGENCY FUNDS	(3,575,598.99)
GRAND TOTAL	**40,577,323.11**

* This report only includes Wells Fargo, LAIF, and Investments. Fund types with asterisks have other unrestricted cash balances in other banks.

Cash Balances By Fund

Fund	Fund Name	Fund Type	Balance
001	GENERAL FUND*	001 - GENERAL FUND	(8,020,199.97)
002	DEVELOPER DEPOSIT FUND	001 - GENERAL FUND	(1,305,354.72)
005	ADMIN ALLOWANCE FUND	001 - GENERAL FUND	2,013,465.30
300	CITY ADMINISTRATION DEBT SVC FUND	001 - GENERAL FUND	6,109.77
690	REFUSE FUND	001 - GENERAL FUND	6,130,981.76
100	GAS TAX STREET FUND	100 - SPECIAL REVENUE FUNDS	(572,748.13)
101	MEASURE A STREET FUND	100 - SPECIAL REVENUE FUNDS	395,128.37
102	RMRA (SB1) GAS TAX FUND	100 - SPECIAL REVENUE FUNDS	282,944.16
110	CDBG FUND	100 - SPECIAL REVENUE FUNDS	(79,859.14)
111	LANDSCAPE MAINTENANCE FUND	100 - SPECIAL REVENUE FUNDS	38,082.16
132	AIR QUALITY IMPROVEMENT FUND	100 - SPECIAL REVENUE FUNDS	318,174.87
140	ASSET FORFEIT-POLICE FUND	100 - SPECIAL REVENUE FUNDS	1,929.35
148	SUPPLEMENTAL LAW ENFORCEMENT FUND	100 - SPECIAL REVENUE FUNDS	288,484.66
150	STATE PARK BOND ACT FUND	100 - SPECIAL REVENUE FUNDS	(110.71)
200	SPECIAL DONATION FUND	100 - SPECIAL REVENUE FUNDS	48,817.32
201	SENIOR CENTER ACTIVITIES FUND	100 - SPECIAL REVENUE FUNDS	66,213.29
202	ANIMAL CONTROL RESERVE FUND	100 - SPECIAL REVENUE FUNDS	(107.83)
203	POLICE VOLUNTEER FUND	100 - SPECIAL REVENUE FUNDS	6,797.14
221	CSCDA-CFD 2020-02 ATWELL	100 - SPECIAL REVENUE FUNDS	975,399.53
222	ARPA-AMERICA RESCUE PLAN	100 - SPECIAL REVENUE FUNDS	1,761,479.14
360	SUN LAKES CFD #86-1 FUND	300 - FIDUCIARY FUNDS	38,395.53
365	WILSON ST #91-1 ASSMT DBT FUND	300 - FIDUCIARY FUNDS	79,390.17
370	AREA POLICE OCMPUTER FUND	300 - FIDUCIARY FUNDS	193.81
375	FAIR OAKS AD #2004-1 DEBT FUND	300 - FIDUCIARY FUNDS	53,577.66
376	CAMEO HOMES FUND	300 - FIDUCIARY FUNDS	554.54
400	POLICE FACILITIES DVLP FUND	400 - CAPITAL IMPROVEMENT FUNDS	306,240.96
410	FIRE FACILITIES DEVELOPMENT FUND	400 - CAPITAL IMPROVEMENT FUNDS	1,445,653.07
420	TRAFFIC CONTROL FUND	400 - CAPITAL IMPROVEMENT FUNDS	2,103,417.91
430	GENERAL FACILITIES FUND	400 - CAPITAL IMPROVEMENT FUNDS	500,852.62
444	WILSON MEDIAN FUND	400 - CAPITAL IMPROVEMENT FUNDS	413,502.03
451	PARK DEVELOPMENT FUND	400 - CAPITAL IMPROVEMENT FUNDS	27,853.21
470	CAPITAL IMPROVEMENT FUND	400 - CAPITAL IMPROVEMENT FUNDS	(48,295.77)
600	AIRPORT FUND*	600 - AIRPORT FUND	(414,554.06)
610	TRANSIT FUND	610 - TRANSIT FUND	3,470,177.65
660	WATER FUND	660 - WATER ENTERPRISE	26,050,063.32
661	WATER CAPITAL FACILITIES FUND	660 - WATER ENTERPRISE	3,512,119.59
662	IRRIGATION WATER FUND	660 - WATER ENTERPRISE	1,401,778.29
663	BUA WATER CAPITAL PROJECT FUND	660 - WATER ENTERPRISE	1,462,304.90
669	BUA WATER DEBT SERVICE FUND	660 - WATER ENTERPRISE	(2,119,272.73)
670	ELECTRIC FUND	670 - ELECTRIC ENTERPRISE	(51,795.08)
672	RATE STABILITY FUND	670 - ELECTRIC ENTERPRISE	6,821,917.89
673	ELECTRIC IMPROVEMENT FUND	670 - ELECTRIC ENTERPRISE	(14,304,751.68)
674	ELECTRIC REVENUE BOND PROJECT FUND	670 - ELECTRIC ENTERPRISE	696,122.98
675	PUBLIC BENEFIT FUND	670 - ELECTRIC ENTERPRISE	986,227.76
678	ELECTRIC REVENUE BOND DEBT SERVICE FUND	670 - ELECTRIC ENTERPRISE	(2,001,125.53)
680	WASTEWATER FUND	680 - WASTEWATER ENTERPRISE	7,458,903.88
681	WASTEWATER CAPITAL FACILITY FUND	680 - WASTEWATER ENTERPRISE	11,086,125.70
682	WASTEWATER TERTIARY FUND	680 - WASTEWATER ENTERPRISE	8,265,827.10
683	BUA WASTEWATER CAPITAL PROJECT FUND	680 - WASTEWATER ENTERPRISE	(322,753.97)
685	STATE REVOLVING LOAN FUND	680 - WASTEWATER ENTERPRISE	540,518.14

Cash Balances By Fund

689	BUA WASTEWATER DEBT SERVICE FUND	680 - WASTEWATER ENTERPRISE	(540,196.99)
700	RISK MANAGEMENT FUND*	700 - INTERNAL SERVICE FUNDS	(10,928,759.83)
702	FLEET MAINTENANCE FUND	700 - INTERNAL SERVICE FUNDS	190,790.50
703	INFORMATION SYSTEMS SERVICE FUND	700 - INTERNAL SERVICE FUNDS	(1,798,188.52)
704	BUILDING MAINTENANCE	700 - INTERNAL SERVICE FUNDS	469,986.57
705	SUPPORT SERVICES	700 - INTERNAL SERVICE FUNDS	(716,245.53)
761	UTILITY BILLING ADMINISTRATION FUND	700 - INTERNAL SERVICE FUNDS	(871,572.45)
805	REDEVELOPMENT OBLIGATION RETIREMENT FUND	800 - SUCCESSOR AGENCY FUNDS	627.59
810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	100 - SPECIAL REVENUE FUNDS	2,056,812.49
830	SUCCESSOR AGENCY DEBT SERVICE FUND	800 - SUCCESSOR AGENCY FUNDS	(748,354.24)
840	BEA CAPITAL PROJECTS FUND	400 - CAPITAL IMPROVEMENT FUNDS	(4,070,171.28)
841	BEA LOW/MOD CAPITAL PROJECTS FUND	400 - CAPITAL IMPROVEMENT FUNDS	545,670.93
850	SUCCESSOR AGENCY ADMIN FUND	800 - SUCCESSOR AGENCY FUNDS	(2,827,872.34)
		GRAND TOTAL	**40,577,323.11**

* This report only includes Wells Fargo, LAIF, and Investments. Fund types with asterisks have other unrestricted cash balances in other banks.

Fund Balance By Period

	Ending FY 2022-23	Preliminary FY 2023-24	Period 1 FY 2024-25	Period 2 FY 2024-25	Period 3 FY 2024-25	Period 4 FY 2024-25
GOVERNMENTAL FUNDS	**12,502,390**	**11,445,729**	**11,186,967**	**9,722,450**	**7,224,845**	**7,899,975**
GENERAL FUND	***4,615,902***	***4,130,789***	***4,090,077***	***2,692,845***	***1,282,865***	***1,541,677***
(001) GENERAL FUND	3,145,119	2,425,839	2,385,127	987,895	(422,085)	(163,273)
(002) DEVELOPER DEPOSIT FUND	(299,363)	(312,682)	(312,682)	(312,682)	(312,682)	(312,682)
(005) ADMIN ALLOWANCE FUND	1,764,037	2,011,523	2,011,523	2,011,523	2,011,523	2,011,523
(300) CITY ADMINISTRATION DEBT SVC FUND	6,110	6,110	6,110	6,110	6,110	6,110
SPECIAL REVENUE FUNDS	***2,397,368***	***1,519,412***	***1,397,033***	***1,370,647***	***282,822***	***699,140***
(100) GAS TAX STREET FUND	(145,388)	(893,772)	(933,289)	(938,004)	(932,776)	(911,786)
(101) MEASURE A STREET FUND	1,332,739	819,072	779,821	779,821	324,932	329,289
(102) RMRA (SB1) GAS TAX FUND	523,603	626,312	626,312	626,312	4,118	65,555
(110) CDBG FUND	(49,533)	(54,266)	(54,266)	(54,266)	(54,266)	(54,266)
(111) LANDSCAPE MAINTENANCE FUND	76,854	79,991	66,558	53,286	44,201	28,828
(132) AIR QUALITY IMPROVEMENT FUND	284,303	318,220	328,734	328,734	328,734	328,734
(140) ASSET FORFEIT-POLICE FUND	1,871	1,928	1,928	1,928	1,928	1,928
(148) SUPPLEMENTAL LAW ENFORCEMENT FUND	13,110	(1,003)	(1,003)	(1,003)	(1,003)	(1,003)
(150) STATE PARK BOND ACT FUND	(88)	(116)	(116)	(116)	(116)	(116)
(200) SPECIAL DONATION FUND	36,526	39,426	39,426	41,971	41,971	41,971
(201) SENIOR CENTER ACTIVITIES FUND	53,297	64,041	64,312	66,636	66,981	66,462
(202) ANIMAL CONTROL RESERVE FUND	(88)	(116)	(116)	(116)	(116)	(116)
(203) POLICE VOLUNTEER FUND	5,265	6,742	6,742	6,742	6,742	6,742
(221) CSCDA-CFD 2020-02 ATWELL	264,898	590,693	590,693	590,693	590,693	949,464
(222) ARPA-AMERICA RESCUE PLAN	0	(77,739)	(118,702)	(131,970)	(139,200)	(152,545)
CAPITAL IMPROVEMENT FUNDS	***5,489,119***	***5,795,527***	***5,699,856***	***5,658,957***	***5,659,157***	***5,659,157***
(400) POLICE FACILITIES DVLP FUND	264,639	306,013	306,013	306,013	306,013	306,013
(410) FIRE FACILITIES DEVELOPMENT FUND	1,325,157	1,444,736	1,444,736	1,444,736	1,444,736	1,444,736
(420) TRAFFIC CONTROL FUND	1,998,165	2,142,658	2,142,658	2,101,759	2,101,959	2,101,959
(430) GENERAL FACILITIES FUND	543,219	500,498	500,498	500,498	500,498	500,498
(444) WILSON MEDIAN FUND	401,056	413,220	413,220	413,220	413,220	413,220
(451) PARK DEVELOPMENT FUND	303,284	300,723	205,052	205,052	205,052	205,052
(470) CAPITAL IMPROVEMENT FUND	653,601	687,681	687,681	687,681	687,681	687,681

Fund Balance By Period

	Ending FY 2022-23	Preliminary FY 2023-24	Period 1 FY 2024-25	Period 2 FY 2024-25	Period 3 FY 2024-25	Period 4 FY 2024-25
PROPRIETARY FUNDS	**149,218,701**	**178,815,425**	**179,646,780**	**181,043,956**	**184,281,581**	**181,843,698**
ENTERPRISE FUNDS	***58,639,572***	***59,474,270***	***61,432,237***	***61,754,462***	***63,852,499***	***62,689,472***
(600) AIRPORT FUND	2,334,590	2,255,790	2,239,858	2,228,196	2,218,320	2,212,372
(610) TRANSIT FUND	(1,121,809)	600,423	921,950	931,271	1,005,623	1,138,522
(670) ELECTRIC FUND	79,223,699	80,865,041	81,976,172	82,290,116	84,177,871	82,897,022
(672) RATE STABILITY FUND	6,614,955	6,817,834	6,817,834	6,817,834	6,817,834	6,817,834
(673) ELECTRIC IMPROVEMENT FUND	(12,490,895)	(15,736,818)	(15,186,548)	(15,214,914)	(14,978,791)	(14,978,791)
(674) ELECTRIC REVENUE BOND PROJECT FUND	646,486	674,366	674,366	674,366	674,366	674,366
(675) PUBLIC BENEFIT FUND	1,027,223	1,198,799	1,232,798	1,271,786	1,184,219	1,175,090
(678) ELECTRIC REVENUE BOND DEBT SERVICE FUND	(22,853,229)	(21,417,199)	(21,417,199)	(21,417,199)	(21,419,949)	(21,419,949)
(690) REFUSE FUND	5,258,551	4,216,033	4,173,005	4,173,005	4,173,005	4,173,005
ENTERPRISE - BANNING UTILITY AUTHORITY FUNDS	***98,719,748***	***129,259,763***	***131,506,572***	***133,182,369***	***134,685,876***	***133,717,500***
(660) WATER FUND	77,585,924	95,335,772	96,457,912	97,572,494	98,590,805	99,087,555
(661) WATER CAPITAL FACILITIES FUND	4,556,272	3,315,186	3,543,354	3,543,354	3,554,890	3,554,890
(662) IRRIGATION WATER FUND	1,356,780	1,398,467	1,398,467	1,398,467	1,398,467	1,398,467
(663) BUA WATER CAPITAL PROJECT FUND	1,586,239	1,592,272	1,592,272	1,592,272	1,592,272	1,592,272
(669) BUA WATER DEBT SERVICE FUND	(19,381,148)	(18,108,681)	(18,108,681)	(18,108,681)	(18,111,431)	(19,723,462)
(680) WASTEWATER FUND	15,367,783	26,805,147	27,594,392	28,135,025	28,599,785	29,009,815
(681) WASTEWATER CAPITAL FACILITY FUND	10,595,161	11,028,847	11,094,640	11,083,385	11,065,412	11,065,412
(682) WASTEWATER TERTIARY FUND	7,565,991	8,152,021	8,193,484	8,225,321	8,254,944	8,254,944
(683) BUA WASTEWATER CAPITAL PROJECT FUND	2,182,283	2,180,219	2,180,219	2,180,219	2,180,219	2,180,219
(685) STATE REVOLVING LOAN FUND	524,120	540,194	540,194	540,194	540,194	540,194
(689) BUA WASTEWATER DEBT SERVICE FUND	(3,219,657)	(2,979,681)	(2,979,681)	(2,979,681)	(2,979,681)	(3,242,806)
INTERNAL SERVICE FUNDS	***(8,140,620)***	***(9,918,609)***	***(13,292,030)***	***(13,892,876)***	***(14,256,795)***	***(14,563,275)***
(700) RISK MANAGEMENT FUND	(5,330,487)	(8,148,571)	(11,057,765)	(11,095,246)	(11,087,131)	(11,111,897)
(702) FLEET MAINTENANCE FUND	155,972	742,311	673,349	591,102	480,765	356,030
(703) INFORMATION SYSTEMS SERVICE FUND	(1,162,593)	(1,353,065)	(1,435,006)	(1,601,540)	(1,652,779)	(1,685,505)
(704) BUILDING MAINTENANCE	-	764,502	707,336	646,658	580,078	520,764
(705) SUPPORT SERVICES	-	(608,012)	(739,643)	(849,786)	(885,006)	(894,164)
(761) UTILITY BILLING ADMINISTRATION FUND	(1,803,511)	(1,315,773)	(1,440,300)	(1,584,063)	(1,692,721)	(1,748,502)

Fund Balance By Period

	Ending FY 2022-23	Preliminary FY 2023-24	Period 1 FY 2024-25	Period 2 FY 2024-25	Period 3 FY 2024-25	Period 4 FY 2024-25
SUCCESSOR AGENCY FUNDS	**(7,073,808)**	**(6,560,689)**	**(6,577,272)**	**(8,364,450)**	**(8,380,237)**	**(8,415,121)**
(805) REDEVELOPMENT OBLIGATION RETIREMENT FUND	1,869,623	1,903,027	1,903,027	1,903,027	1,903,027	1,903,027
(810) SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	1,683,301	993,414	976,831	968,849	953,062	918,178
(830) SUCCESSOR AGENCY DEBT SERVICE FUND	(23,536,446)	(22,309,503)	(22,309,503)	(24,088,699)	(24,088,699)	(24,088,699)
(840) BEA CAPITAL PROJECTS FUND	3,496,756	3,425,091	3,425,091	3,425,091	3,425,091	3,425,091
(841) BEA LOW/MOD CAPITAL PROJECTS FUND	545,707	545,663	545,663	545,663	545,663	545,663
(850) SUCCESSOR AGENCY ADMIN FUND	8,867,252	8,881,620	8,881,620	8,881,620	8,881,620	8,881,620
Grand Total	**154,647,283**	**183,700,465**	**184,256,475**	**182,401,956**	**183,126,189**	**181,328,552**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager** **Vincent Avila, Chief of Police**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Receive and File Police Department Statistics for the Month of October 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The Banning Police Department provides statistics to the public and City Council upon request.

JUSTIFICATION:

Statistics tell a city how many police officers need to be on the street, what crimes are being committed, and reveal increases and decreases in specific crimes. Also, cities get funding in part on their crime rates. If a federal crime bill passed, the Government needs to know which cities could benefit the most from those funds, and some cities have been rewarded financially for drastically lowering rates of crime.

FISCAL IMPACT:

None

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current police activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

2. Revised Police Stats Oct 2024.pdf

BANNING POLICE DEPARTMENT
OCTOBER, 2024

CRIME	Oct-24	Oct-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	5	2	150%
Rape	0	1	-100%	4	7	-43%
Robbery	0	2	-100%	6	12	-50%
Assaults Agg/Simp	11	26	-58%	149	188	-21%
Burglary	4	9	-56%	68	115	-41%
Vehicle Theft	8	9	-11%	54	109	-50%
Larceny	19	19	0%	146	217	-33%
OTHER						
Narcotics	6	15	-60%	102	121	-16%
DUI	4	4	0%	23	15	53%
T/C Non-Injury	9	9	0%	149	134	11%
T/C Injury	4	8	-50%	36	51	-29%
T/C Fatal	0	0	0%	0	0	0%
Citations	74	64	16%	1019	765	33%
Total Incidents	3011	2866	5%	27542	29857	-8%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of October 2024**

RECOMMENDATION:

Receive and File

BACKGROUND:

City Council has requested CalFire's Riverside County Division, which provides fire protection services in the City of Banning, provide specific reports to the public and City Council on a monthly basis.

JUSTIFICATION:

Many fire and EMS departments store and analyze statistical data, which can provide a detailed analysis of the types of responses their organization is called to assist. This information is critical to elevating the level of service provided by the fire department.

FISCAL IMPACT:

None

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current fire and paramedic activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Fire Statistics October 2024.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

10/1/2024 to 10/31/2024

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
Com Fire	1
False Alarm	37
Medical	370
Multi-Fam Dwelling Fire	1
Other Fire	9
Other Misc	1
Public Service Assist	19
Res Fire	2
Ringing Alarm	1
Standby	4
Traffic Collision	15
Vehicle Fire	3
Wildland Fire	7
Incident Total	**470**

Average Enroute to On-Scene Time

***Units Responding Charlie, Delta, Bravo, Echo, Code 3**



Enroute Time: Unit has been acknowledged as responding.
On-Scene Time: Unit has been acknowledged as being On-Scene.

Transport

***Based on Units with a Transport time**

	0
Total:	**0**

Mutual Aid

***Unit responses**

Jurisdiction Units Responses

Engine	366
Total:	**366**

Mutual Aid Given

Engine	201
Total:	**201**

Mutual Aid Received

	19
Breathing Support	2
Brush	6
Chief	25
Crew	4
Dozer	2
Engine	241
Patrol	13
PIO	3
Squad	37
Water Tender	1
Total:	**353**

Truck Report

recorded 0 responses in from 10/1/2024 1:40:10 PM to 10/31/2024 1:40:10 PM

Significant Incidents

24CARRU151554 10/1/2024 8:57:00PM	CALFIRE / Riverside County Fire Department firefighters responded to a reported multi family dwelling fire at the address listed above. First arriving company officer reported light smoke showing from a single story quadplex. Firefighters had to force entry into an apartment to locate and extinguish the fire. There was no extension into the adjacent apartments. Two pets were pulled from the burning apartment one was resuscitated at scene and was walking around prior to the end of the incident. 2 adult females and 1 adult male will be displaced and assisted by the red cross.
24CARRU153240 10/5/2024 12:08:00AM	CAL FIRE/Riverside County Fire Department resources responded to the above location for a commercial vehicle traffic accident. The first arriving company officer reported a semi-truck, on its side, blocking all access to the I-10 on ramp. Fire crews evaluated the driver of the commercial vehicle and determined there were no injuries. The incident was transferred to CHP and CAL TRANS for removal of the vehicle and to open the on ramp, which will be closed for several hours.
24CARRU153798 10/5/2024 10:55:00PM	CAL FIRE/Riverside County Fire Department responded to a reported traffic collision at the above location. First arriving Company Officer reported two passenger vehicles with major damage. One patient was found trapped requiring the use of extrication equipment including the Jaws of Life. A total of 4 ambulances were requested to transport 4 patients were transported with moderate to major injuries. Sunset Ave will be closed in the affected area for an unknown duration due to Banning P.D. investigation.
24CARRU163915 10/24/2024 2:40:00PM	CAL FIRE Riverside County Firefighters arrived at scene of a single story, abandoned commercial building, with smoke showing from the exterior. Firefighters were able to quickly confine the fire so a single room. Evidence of transient activity in the building

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Kristine Gutierrez, Community Development Operations Manager** **David Newell, Community Development Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Code Enforcement Update and Statistics for the Month of October 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City's Code Enforcement Division ("Code") is responsible for enforcement of the City's Municipal Code. The Code Enforcement Division staff is currently managing over 1,456 investigated cases YTD. In addition to the typical code enforcement duties and responsibilities (e.g., unsafe buildings, unpermitted land use, no business license, construction without permit, and unregistered food vendors), Code Enforcement is also responsible for compliance with weed abatement. This Program includes patrol, investigation, noticing, enforcement, and remediation of over 650 vacant lots.

Code Enforcement Statistics for October 2024

	MONTH	YTD
Cases Investigated	54	1,456
Cases Closed	16	964
All Open Cases	38	492
Citations Paid	$0	$11,975.00
Weed Abatement	$4,507.74	$11,651.28
Notices to Abate	39	187
Red Tagged Properties	5	19
Apply or Release Lien/Pendency	11	26
HDL Inquiries	6	50
Public Records Request	7	94

JUSTIFICATION:

Monthly activity reports provided for informational purposes.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Receive and file.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
No

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Laurie Sampson, Assistant City Manager**

MEETING DATE: **December 10, 2024**

SUBJECT: **City Council Travel and Conference Expense Report Year to Date Through October 31, 2024**

RECOMMENDATION:

Receive and File.

BACKGROUND:

The City Council attends many events, conferences, and training sessions while serving the City of Banning. The rules for these events and expenses are enforced by the Reimbursement Policy for Elected and Appointed Officials as well as by Policy E-3 Travel and Meeting Policy.

JUSTIFICATION:

As part of the Reimbursements Policy for Elected and Appointed Officials each official must briefly report on outside meetings, and all City reimbursement expenditures are subject to disclosure under the Public Records Act and other applicable laws. This monthly report will enable the City to comply with this requirement.

FISCAL IMPACT:

All expenditures under this category are from account 001-1000-411.23-05. As of October 31, 2024, the total charged to this account is $918.26

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current council activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. City Council Travel Through October 31, 2024.pdf

CITY COUNCIL TRAVEL AND CONFERENCE BUDGET FY2024-2025

ACCOUNT 001-1000-411.23-05

AS OF OCTOBER 31, 2024

BUDGET		$	31,500.00
WALLACE		$	980.35
HAPPE			
SANCHEZ		$	407.08
MINJARES			
FLYNN		$	521.13
	TOTAL	$	1,908.56
BALANCE AVAILABLE		$	29,591.44

TRAVEL AND CONFERENCE FY 2024-2025

WALLACE C00013

Date	Event	Amount
7/12/2024	Banning Sunrise Breakfast	$ 25.00
7/23/2024	Chad Bianco Luncheon	$ 85.00
7/31/2024	July 2024 Mileage	$ 54.61
8/1/2024	Riverside County Women's Leadership Conference	$ 100.00
8/22/2024	Calimesa State of the City	$ 75.00
8/31/2024	August 2024 Mileage	$ 102.51
9/19/2024	Beaumont Stateof the City	$ 75.00
9/24/2024	San Jacinto State of the City	$ 71.21
9/30/2024	September 2024 Mileage	$ 41.47
10/8/2024	Regional Cioty Managers Presentation	$ 25.00
10/16/2024	Leagu of California Cities Annual Meeting/Mileage	$ 116.83
10/16/2024	League of California Cities Annual Meeting/Meals	$ 115.25
10/31/2024	October 2024 Mileage	$ 93.47
	Total Expenses	$ 980.35

TRAVEL AND CONFERENCE FY 2024-2025

HAPPE C00014

Date	Event	Amount
	Total Expenses	$ -

TRAVEL AND CONFERENCE FY 2024-2025

SANCHEZ C00016

Date	Event	Amount
8/6/2024	State of the 5th District	$ 100.00
9/19/2024	Beaumont State of the City	$ 75.00
10/16/2024	League of California Cities Annual Meeting/Meals	$ 115.25
10/16/2024	League of California Cities Annual Meeting/Mileage	$ 116.83
	Total Expenses	$ 407.08

TRAVEL AND CONFERENCE FY 2024-2025

MINJARES C00018

Date	Event	Amount
	Total Expenses	$ -

TRAVEL AND CONFERENCE FY 2024-2025

FLYNN C00020

Date	Event	Amount
7/8/2024	Cal Cities Riverside Division Meeting	$ 60.00
7/23/2024	Chad Bianco Luncheon	$ 85.00
7/23/2024	State of the 5th District	$ 100.00
7/31/2024	Cal Cities Riverside Division Meeting/Mileage	$ 14.67
8/22/2024	Calimesa State of the City	$ 75.00
9/24/2024	San Jacinto State of the City	$ 71.21
10/16/2024	League of California Cities Annual Meeting/ Meals	$ 115.25
	Total Expenses	$ 521.13

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for October 2024**

RECOMMENDATION:

Receive and File.

BACKGROUND:

Per Purchasing Policy B-30, 3-105(5), written notification by the Purchasing Officer of all City Manager approved contracts will be provided quarterly to the City Council for review, and 16-107(3), The City Manager, or his designated representative, shall make a monthly written report to the City Council as to all Change Orders approved by the City Manager during the month, and of all possible future Change Orders that may appear probable prior to the next monthly report. At a minimum, the City Manager shall provide the Council with the name and nature of the contract, all Change Orders approved during that month, the reason for the Change Orders, the cumulative amount of the Change Orders for that contract, and any additional information the Council requests.

JUSTIFICATION:

While the policy requires contracts signed under the City Manager's signature authority be submitted to City Council on a quarterly basis, it is staff's intent to submit these reports on a monthly basis to provide continuity with other monthly reports submitted to Council.

FISCAL IMPACT:

None

ALTERNATIVES:

Failure to provide this report to the City Council would result in the City being out of compliance with Purchasing Policy B-30,3-105(5).

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2024-11 Nov 2024 Data CC Meeting (Oct 2024).pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF OCTOBER 2024					
City Manager Approval Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Department/ Division**	**Comments**
10/2/2024	CHR Services. Inc.	First Aid CPR and AED Training	5,000.00	AS: Human Resources	
10/8/2024	Barr Boor Inc.	STATION NO.89 DOOR REPAIRS	3,571.93	PW: Building Maintenance	CUPCCAA
10/18/2024	Vision Security	Installation of Security Cameras - Multiple Water Facilities	30,935.45	PW: Water	CUPCCAA
10/22/2024	Couts Heating & Cooling	OV Trailer New AC Unit Install	13,116.21	PW: Building Maintenance	CUPCCAA

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF OCTOBER 2024					
Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Change Order**	**Comments**
10/14/2024	Columbia Telecommunicati	Amend No.1 - Time extension	220,000.00	-	Time extension only
10/15/2024	Vance Corporation	Change Order No.1 Weedkill & Crackfill	1,332,338.34	23,350.63	
10/23/2024	Nor-Cal Pump & Well Drilling	Change Order No.2 Well M12 Groundwater Production	2,083,236.00	16,340.00	
10/25/2024	Infosend	Add'l Svcs for Delinquent mailers	126,067.50	2,100.00	
10/29/2024	DBT Transportation Services	Amend No. 1 AWOS Maintenance	25,000.00		Time extension only

INVENTORY PURCHASES OVER $25K				
OCTOBER 2024 - NO REPORT				
Date	**Vendor Name**	**Description of Item/Service**	**Amount**	**Department**
10/3/2024	McAvoy & Markham	Meter inventory	$ 103,851.35	PW- Electric

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Receive and File Parks and Recreation Report of Monthly Activities through the 1st Quarter of Fiscal Year 2024/2025 – September 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

To better track the participation levels of parks and recreation program offerings and the facilities usage for parks and recreation programs and services, staff developed a monthly report that is used to compile and present our numbers, help tell our story and allow for easy year over year comparison.

The ten-page report includes parks staff activities, park and facility usage, sports and classes participation, Senior activities, Banning Connect ridership and passes sold, aquatics programming, special events and the last page is a tracking page for trips and activities associated with the Outdoor Equity Program grant. The report is aligned with the fiscal year, July through June of each year and compiled each month.

Staff brings the report to the Council after each quarter of the Fiscal Year. Attached in this item, is the September 2024 report that contains participation information through the end of the 1st quarter of FY 2024-25 and includes participation data for the months of July, August, and September of this Fiscal year.

The 1st quarter report shows a consistent year over year growth in park and facility usage as well as overall programming and participation. Many of our regular ongoing programs continue to be at capacity or nearing capacity. The September report continues to show great participation throughout all programming and services offered in the Senior Center. The report shows significant participation throughout the summer in our Day Camp and Aquatic's programming. The September report also shows that the department ran a youth soccer league this fall with over 150 participants. It is our first youth soccer league in nine years.

Lastly, one continuing negative is that our park's staff continues to deal with consistent graffiti and vandalism in the parks. Incidents of graffiti are up over 15% in the first quarter of the year and vandalism incidents were down by over 20%. These negative incidents significantly impact our park's staff ability to perform ongoing park's maintenance.

JUSTIFICATION:

This report provides quantitative information pertinent to parks and recreation services offered for the

City of Banning's residents.

FISCAL IMPACT:
There is no fiscal impact associated with this item,

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Parks and Recreation MRA - Sep 2024.pdf

PARK and REC Stats

September 2024

*Fiscal Year *
24-25





September has been a month of celebration! From our annual Hispanic Heritage event to the Wild West Sadie's Hawkins dance at the senior center. It has been full of good times!



Parks Maintenance	P1
Parks Usage	P2
Facility Usage	P3
Sports/Volunteers	P4
Senior Center	P5
Classes / Programs	P6
Transit	P7
Aquatics	P8
Special Events	P9
OEP	P10

Park Maintenance

Six parks with approximately 58 developed acres maintained

	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
# of trees PLANTED	0	0	0	0
# of trees REMOVED	0	1	0	0
# of trees TRIMMED	4	1	29	3
Service requests completed by Parks	11	11	34	26
Vandalism incidents repaired	16	8	33	23
Graffiti incidents repaired	13	16	30	35

The Monthly Reports are based on a fiscal year
July 1, 2024- June 30, 2025

Park Usage

Dysart Park



Roosevelt Williams



Repplier Park



Richard Sanchez



Sylvan Park





Repplier Park had the privilege of being the host for the BBQ In the Park fundraiser for the Holiday Wish Program! Every meal purchased will assist a child with Holiday Wish, a non profit agency that provides gifts for children at Christmas.

Picnic Area Usage (scheduled) # of uses	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
Repplier Park	1	5	7	29
Roosevelt Williams Small	0	0	2	0
Roosevelt Williams Large	3	1	9	2
Sylvan Park	4	2	29	29
TOTAL	8	8	47	60

Park/Field Usage # of uses	Monthly		Year-to-Date	
	2023-2024	2024-2025	2023-2024	2024-2025
Dysart Park	15	12	19	17
Lion's Park	0	3	93	96
Repplier Park	25	20	61	76
Richard Sanchez	0	0	0	0
Roosevelt Williams	0	0	0	0
Sylvan Park	0	8	30	27
East Ramsey Lot	1	0	1	0
Carpenter Hamilton Park	0	0	1	0
TOTAL	41	43	205	216



We got to host the belt promotion for Master Lee's Kung Fu San Soo and it appears that the big group of them did great!!

Community Center	Monthly		Year-to-Date	
# of uses	2023-2024	2024-2025	2023-2024	2024-2025
Small Meeting Room	12	10	58	47
Large Dance Room	12	10	25	58
Gymnasium	79	83	224	260
Kitchen	2	1	3	3
Parking Lot	3	2	10	5
TOTAL	108	106	320	373

Senior Center	Monthly		Year-to-Date	
# of uses	2023-2024	2024-2025	2023-2024	2024-2025
Nutrition Site	28	37	75	96
Multi-purpose Room	32	27	97	103
TOTAL	60	64	175	199

Playhouse Bowl	Monthly		Year-to-Date	
# of uses	2023-2024	2024-2025	2023-2024	2024-2025
Meeting Room	11	8	36	36
Amphitheater	6	0	12	5
TOTAL	17	8	48	41

Roosevelt Williams and Armory	Monthly		Year-to-Date	
# of uses	2023-2024	2024-2025	2023-2024	2024-2025
Roosevelt Will. Meeting Room	5	1	6	13
Armory	9	10	26	14
TOTAL	14	11	32	27

n/a - Figures not available





We are having a blast this soccer season! The families and coaches are so active with the program and make sure every game is a great time for the kids.

Youth Sports	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025	# of Teams Year-to-Date 2024-2025	Facility Visits Year To Date 2024-2025
Youth Basketball	0	0	0	0
Youth Flag Football	0	0	0	0
Youth Soccer	144	161	11	801
Smart Start	0	0	0	0
TOTAL	144	161	11	801

Adult Sports	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025	# of Teams Year-to-Date 2024-2025	Facility Visits Year To Date 2024-2025
Adult Softball	NO	NO	NO	NO
Adult Basketball	NO	NO	NO	NO
TOTAL	0	0	0	0

Volunteers	# of Volunteers Monthly 2024-2025	Hours volunteered Monthly 2024-2025	# of Volunteers Year to Date 2024-2025	Hours volunteered Year To Date 2024-2025
Coaches	10	70	10	70
Events	0	0	0	0
Senior Center	22	322.5	60	975
TOTAL	31	392.5	70	1045

n/a - Figures not applicable min - Minimum participation not met NO - Not offered













September 2024

September was full of fun! From the wild west dance to golden Tuesdays at the movies to a wonderful Hispanic Heritage celebration for the senior center. There is always something planned for the seniors to enjoy each month!

Classes/Programs	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025
Games & Puzzles	78	203
Bingo & Loteria	102	333
Health & Wellness Classes	112	490
Crafts & Activities	49	182
Pool Table	33	113
Education Classes	31	133
Movies	38	128
Events	155	358
Sponsored Social Programs	30	108
Presentations	56	123
TOTAL	684	2171

Services	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025
Fill the Cupboard	23	75
Computer Lab	45	171
Daily Meals	751	2312
Paralegal	1	3
Phone / Walk-in Referrals	193	701
Morning Greeters	110	330
Food Vouchers / Salvation Army/Other Services	1	2
Happiness Campaign	0	118
Boutique	84	318
Cool/Warm Center	0	43
Morongo Moravian Gifts	0	0
Total	1208	4073



September 2024







Check out our Karate-Do class! Classes are held on Tuesdays and Thursdays and you can tell by the enthusiasm of the student that they are having a blast.

Classes/Programs	# of Participants Monthly 2024-2025	# of Participants Year to Date 2024-2025	Facility Visits Year To Date 2024-2025
Adult Programs/Classes	177	521	697
Youth Programs/Classes	76	216	1096
Special Needs Programs/Classes	70	324	324
Day Camp	0	300	1200
Open Gym Basketball	102	230	230
Open Gym Pickleball	62	248	248
Open Gym Volleyball	0	0	0
TOTAL	487	1839	3795



n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Transit Passes

We have come to know and bond with our bus riders either through phone call, from when they check in on the schedule, or in person, when they come to purchase their pass. We are grateful to be of service to them and to notify them that bus rides will be free for all Banning residents.

7
September 2024



Bus Passes Purchased	# of Passes Monthly	# of Passes Year to Date
	2024-2025	2024-2025
Day Pass	n/a	n/a
Disabled Bus Pass	0	0
General Bus Pass	0	0
Senior Bus Pass	0	0
Youth Bus Pass	n/a	n/a
Banning Student Bus Pass	0	0
General Ticket Book	6	6
Senior Disabled Ticket Book	2	2
Dial-A-Ride 10 ticket Pass	n/a	n/a
TOTAL	8	8

Ridership Numbers	# of Passengers Monthly	# of Passengers Year to Date
	2024-2025	2024-2025
Senior/Disabled Passengers	3215	10391
General Passengers	3654	11590
Non Resident Riders	945	2834
Cabazon Zone Passengers	666	2128
Youth Passengers	111	460
Student Passengers	1021	2697
Veteran Passengers	38	172
Dial-A-Ride Passengers	415	1263
TOTAL	10065	31535





n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Aquatics

September 2024

September	Monthly 2024-2025	Monthly Visits 2024-2025	Yearly Visits 2024-2025
Child Admission	0	0	3409
Adult Admission	0	0	1856
Senior Admission	0	0	324
Lap Swim Adult	0	0	58
Lap Swim Senior	0	0	290
Adult Swim Lessons	0	0	8
Children's Lessons	0	0	2928
Senior Water Exercise	0	0	73
Aqua Zumba	0	0	280
Pool Rentals:	0	0	1440
Aquatic Center Lobby Rentals:	0	0	N/A
Dive-In Movie Admission	0	0	843
Cabana Rentals	0	0	725
TOTAL	0	0	12234

Our pool season has come to an end, but we are looking forward to enjoying ourselves in the sun again next summer!







n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Thank you to everyone who came to celebrate at the Hispanic Heritage event! We appreciate every single person who came together to make a day of fun, food, music, and a beautiful community coming together.

Special Events	Year-to-Date	
# Participants/Attendees	2024-2025 Monthly	2024-2025
July 4th Celebration	0	2000
Evening Concert Series	0	8000
Hispanic Heritage	1000	1000
Glow Party	0	180
Craft goodie bag drive thru giveaways	0	0
Halloween Trunk or Treat	0	0
Family Color Run	0	0
Beary Party	0	0
Santa Shoppe & Pancake Breakfast	0	0
Polar Express Party	0	0
Christmas at the Ranch	0	0
Paint Party	0	0
Total:	1000	11180







n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Outdoor Equity Program

September

September 2024

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The Outdoor Equity Program seeks to provide outdoor experiences and opportunities to the Banning community. Combining education and the outdoors, the Outdoor Equity Program allows participants to seek enriching outdoor experiences through trips, programs and activities focusing on the surrounding outdoors. It has been wonderful to offer these opportunities to our community to explore places they may not regularly get a chance to like the Children's Museum of the Desert! Also, it gives us an opportunity to be of a service to the community when doing community clean ups.

This program funded by the Outdoor Equity Grants Program, created through AB 209 and administered by California State Parks, Office of Grants and Local Services.

September	Monthly Events/ Activities 2024-2025	Monthly Participants 2024-2025	Yearly Participants 2024-2025
Community Clean Ups	1	20	70
Events	0	0	0
Programs	0	0	48
Trips	1	56	304
TOTALS	2	76	422









CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-06 SA, Approving the Establishment of Recognized Obligation Payment Schedule (ROPS) 25-26 A and B for the Period of July 2025 through June 2026 and Approving Certain Related Actions**

RECOMMENDATION:

Adopt Resolution 2024-06 SA.

BACKGROUND:

Pursuant to Health and Safety Code (the "HSC") Section 34172(a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency. The Oversight Board has been established pursuant to HSC Section 34179 to assist in the wind-down of the dissolved Redevelopment Agency.

Per HSC Section 34177(o)(1), the Successor Agency is required to prepare a ROPS before each twelve-month fiscal year period. Pursuant to HSC Section 34180(g), Oversight Board approval is required for the establishment of each ROPS. Pursuant to HSC Section 34177(o)(1), an Oversight Board-approved ROPS 25-26 A and B for the period of July 1, 2025 through June 30, 2026 must be submitted to the State Department of Finance, State Controller's Office and to the County Auditor-Controller not later than February 1, 2025. The Oversight Board will approve the establishment of ROPS 25-26 A and B.

The Successor Agency staff has prepared the proposed Recognized Obligation Payment Schedule for the period of July 1, 2025 through June 30, 2026 ("ROPS 25-26"), substantially in the form shown in Exhibit "A".

The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2025, and continuing through June 30, 2026 ("FY 2025-26 Administrative Budget"), substantially in the form shown in Exhibit "B".

Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") pursuant to HSC Sections 34171(b) and 34183(a)(3) in the approximate amount of [$250,000] for the 2025-26 fiscal year of which approximately [$125,000] will be disbursed July 1, 2025, and approximately [$125,000] will be disbursed January 2, 2026.

JUSTIFICATION:

At its meeting on January 18, 2024, the Countywide Oversight Board for the Successor Agency ("Oversight Board") to the dissolved Community Redevelopment Agency of the City of Banning

("Successor Agency") approved the Fiscal Year 2024-2025 Recognized Obligation Payment Schedule ("ROPS") with the adoption of Resolution 2024-024 (Oversight Board Resolution).

FISCAL IMPACT:

Per HSC Section 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. The Oversight Board has approved the establishment of ROPS 25-26 A and B, which will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations.

ALTERNATIVES:

1. Adopt Resolution 2024-06 SA as recommended.
2. Adopt Resolution 2024-06 SA with modifications.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-06 SA, ROPS.docx
2. Attachment 1a - Exhibit A ROPS 25-26 City of Banning.pdf
3. Attachment 1b-Exhibit B City of Banning SA Admin Budget FY25-26.pdf
4. Attachment 2-Resolution No. 2024-024_Banning SA ROPS 2024-25 and Admin Budget.pdf

RESOLUTION 2024-06 SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BANNING APPROVING THE ESTABLISHMENT OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE 25-26 A & B FOR THE PERIOD OF JULY 2025 THROUGH JUNE 2026 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, per HSC § 34177 (o) (1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the "ROPS") before each twelve-month fiscal year period; and

WHEREAS, pursuant to HSC § 34180 (g), the Countywide Oversight Board of the County of Riverside (the "Oversight Board") approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (o) (1), an Oversight Board-approved ROPS 25-26 A and B for the period of July 2025 through June 2026 and it will be submitted to the State Department of Finance, State Controller's Office and to the County Auditor-Controller not later than February 1, 2025; and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, it is proposed that the Successor Agency approve the establishment of the Successor Agency's ROPS 25-26 A and B, which is attached hereto as Exhibit "A"; and

WHEREAS, the Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2025 and continuing through June 30, 2026 ("FY 2025-26 Administrative Budget"), substantially in the form shown in Exhibit "B", attached hereto and incorporated herein by this reference

WHEREAS, ROPS 25-26 A and B will be submitted to the Oversight Board for approval to ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this

Resolution.

SECTION 2. The Successor Agency's ROPS 25-26 A and B for the period of July 2025 through June 2026, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.

SECTION 3. The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2025 and continuing through June 30, 2026 ("FY 2025-26 Administrative Budget"), substantially in the form shown in Exhibit "B", attached hereto and incorporated herein by this reference.

SECTION 4. The amount requested for enforceable obligation No. 12, the Successor Agency's Administrative Allowance, is consistent with the provisions of HSC § 34171 (b) and is thus considered fair and reasonable.

SECTION 5. The City Manager, as the Successor Agency's Executive Director or designee, is authorized to: i) post the ROPS 25-26 A and B on the City's website, ii) transmit the ROPS 25-26 A and B to the Oversight Board, the State Department of Finance, State Controller's Office and to the County Auditor-Controller for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 25-26 A and B, which may include, but are not limited to restating the information included within ROPS 25-26 A and B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 25-26 A and B on behalf of the Successor Agency, including authorizing and causing such payments.

SECTION 6. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Chairperson
Banning Successor Agency

ATTEST:

Caroline Patton, Secretary
Banning Successor Agency

APPROVED AS TO FORM:

Serita Young, Agency Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Successor Agency, do hereby certify that the foregoing Resolution 2024-06 SA, was duly adopted by the Successor Agency of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Successor Agency

EXHIBIT A

SUCCESSOR AGENCY TO THE
DISSOLVED COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BANNING

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 25-26 A and B
(JULY 2025 THROUGH JUNE 2026)

EXHIBIT B

SUCCESSOR AGENCY TO THE
DISSOLVED COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BANNING

ADMINISTRATIVE BUDGET
(JULY 2025 THROUGH JUNE 2026)

Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: Banning

County: Riverside

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A	**Enforceable Obligations Funded as Follows (B+C+D)**	**$ -**	**$ -**	**$ -**
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	-	-	-
E	**Redevelopment Property Tax Trust Fund (RPTTF) (F+G)**	**$ 1,924,026**	**$ 513,531**	**$ 2,437,557**
F	RPTTF	1,799,026	388,531	2,187,557
G	Administrative RPTTF	125,000	125,000	250,000
H	**Current Period Enforceable Obligations (A+E)**	**$ 1,924,026**	**$ 513,531**	**$ 2,437,557**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Banning
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 25-26 Total**	**ROPS 25-26A (Jul - Dec)**					**25-26A Total**	**ROPS 25-26B (Jan - Jun)**					**25-26B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$27,251,503		$2,437,557	$-	$-	$-	$1,799,026	$125,000	$1,924,026	$-	$-	$-	$388,531	$125,000	$513,531
4	Annual Continuing Disclosure	Fees	12/16/2003	08/01/2037	Urban Futures, Inc.	Bonding Continuing Disclosure Services	Merged	16,650	N	$1,750	-	-	-	-	-	$-	-	-	-	1,750	-	$1,750
5	Bond Trustee Fees	Fees	12/16/2003	08/01/2037	US Bank	Bond Trustee Fees	Merged	85,675	N	$2,750	-	-	-	2,750	-	$2,750	-	-	-	-	-	$-
12	Successor Agency Admin	Admin Costs	02/01/2012	08/01/2037	City of Banning	The amount requested for the Administrative Allowance is consistent with the provisions of HSC § 34171 (b).	Merged	250,000	N	$250,000	-	-	-	-	125,000	$125,000	-	-	-	-	125,000	$125,000
17	Arbitrage Analysis for TABs	Fees	12/16/2003	08/01/2037	Willdan Associates	Arbitrage Analysis for TABs	Merged	53,000	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
32	2016 Refunding TABs (Interest Only Portion)	Bonds Issued After 12/31/10	09/22/2016	09/01/2037	U.S. Bank, NA	This item is for the interest only portion of the debt service for the 2016 TABs, which refunded the 2003 and 2007 TABs.	Merged	5,951,178	N	$793,057	-	-	-	406,276	-	$406,276	-	-	-	386,781	-	$386,781
33	2016 Refunding TABs (Principal Reduction Portion)	Bonds Issued After 12/31/10	09/22/2016	09/01/2037	U.S. Bank, NA	This item is for the principal reduction portion of the debt service for the 2016 TABs, which refunded the 2003 and	Merged	20,895,000	N	$1,390,000	-	-	-	1,390,000	-	$1,390,000	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 25-26 Total**	**ROPS 25-26A (Jul - Dec)**					**25-26A Total**	**ROPS 25-26B (Jan - Jun)**					**25-26B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						2007 TABs.																

Banning
Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/22)** RPTTF amount should exclude "A" period distribution amount.	7,686,612					
2	**Revenue/Income (Actual 06/30/23)** RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller	-				2,438,551	Ties to RPTTF actual amount in FY23
3	**Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)**	7,686,612				2,441,218	Actual FY23 expenditures
4	**Retention of Available Cash Balance (Actual 06/30/23)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 22-23 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required				
6	**Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$-**	**$(2,667)**	

Banning
Recognized Obligation Payment Schedule (ROPS 25-26) - Notes
July 1, 2025 through June 30, 2026

Item #	Notes/Comments
4	Payments for Continuing Disclosures are paid during the ROPS "B" Cycle.
5	To pay for Bond Trustee Fees
12	The amount requested for the Admin allowance is consistent with the provisions of HSC 24171(b) was approved by the Oversight Board and is thus considered fair and reasonable
17	2016 TABs are paid on the "B" ROPS cycle every 5 years
32	Interest only portion of 2016 Refunding Debt Service
33	Principal portion of 2016 TABs Refunding Debt Service.

"EXHIBIT B"

Successor Agency to the Redevelopment Agency for City of Banning

ADMINISTRATIVE BUDGET

July 1, 2025 to June 30, 2026

	July to Dec	Jan to June
Admin Cost Allowance		
	ROPS 25-26A	**ROPS 25-26B**
Administrative Cost Allowance HSC § 34171 (b)	125,000	125,000
Administrative Cost Allowance (ROPS 25-26):	**125,000**	**125,000**
Admin Costs		
Successor Agency Indirect Costs:		
Salaries & Benefits	114,323	114,323
Projected Operating Expenses	6,016	6,016
Total Indirect Costs	**120,339**	**120,339**
Successor Agency Direct Costs:		
Professional Services	1,213	1,213
Annual Audit	3,255	3,255
Miscellaneous Expenses	194	194
Total Direct Costs	**4,662**	**4,662**
Total Successor Agency Indirect & Direct Costs	**125,000**	**125,000**

COUNTYWIDE OVERSIGHT BOARD FOR THE COUNTY OF RIVERSIDE

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF BANNING

RESOLUTION NO. 2024 - 024

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD FOR COUNTY OF RIVERSIDE APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINSTRATIVE BUDGET FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 FOR THE CITY OF BANNING SUCCESSOR AGENCY AND MAKING RELATED FINDINGS AND DECLARATIONS AND TAKING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Redevelopment Agency for City of Banning (the "Former Agency") was formed, existed and exercised its powers pursuant to the Community Redevelopment Law (California Health and Safety Code section 33000 et seq. the "CRL");

WHEREAS, the California state legislature enacted Assembly Bill 1x 26, as modified by Assembly Bill No. 1484 enacted on June 27, 2012, as further modified by Senate Bill No. 107 enacted on September 22, 2015, as such may be further amended (collectively, the "Dissolution Act"), adding or amending Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code, to dissolve redevelopment agencies formed under the CRL;

WHEREAS, pursuant to Section 34173 of the Health and Safety Code, effective February 1, 2012 the Successor Agency to the City of Banning, a separate legal entity (the "Successor Agency") was formed to and charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the dissolved Former Agency;

WHEREAS, upon dissolution of the Former Agency, all authority, rights, powers, duties and obligations previously vested with the Former Agency (except for the Former Agency's housing assets and functions) under the CRL vested in the Successor Agency, which was declared a separate legal entity effective June 27, 2012;

WHEREAS, Section 34179(j) of the Health and Safety Code provides for the appointment

of a countywide oversight board (the "Countywide Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Section 34180 of the Health and Safety Code and to direct the Successor Agency in certain other actions pursuant to Section 34181 of the Health and Safety Code;

WHEREAS, the Successor Agency staff has prepared the proposed Recognized Obligation Payment Schedule for the period of July 1, 2024 through June 30, 2025 ("ROPS FY 2024-25"), substantially in the form shown in Attachment "A", attached hereto and incorporated herein by this reference;

WHEREAS, the Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2024 and continuing through June 30, 2025 ("FY 2024-25 Administrative Budget"), substantially in the form shown in Attachment "B", attached hereto and incorporated herein by this reference;

WHEREAS, the Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") pursuant to Sections 34171(b) and 34183(a)(3) of the Health and Safety Code in the approximate amount of $250,000 for the 2024-25 fiscal year of which approximately $125,000 will be disbursed July 1, 2024 and approximately $125,000 will be disbursed January 2, 2025. The County Oversight Board has determined that it has no legal basis for reducing the requested amount;

WHEREAS, the City Council of Banning acting in its capacity as the governing board of the Successor Agency, will approve the ROPS FY 2024-25 and FY 2024-25 Administrative Budget by adoption of Resolution No. 2024-01 SA, shown in Attachment "C", attached hereto and incorporated herein by this reference, on February 13, 2024;

WHEREAS, under Resolution No. 2024-01 SA, the Successor Agency's governing board represents and warrants that it examined all of the items on the ROPS FY 2024-25 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency until disposition in accordance with the Dissolution Act, the continued administration of the ongoing enforceable obligations, or the expeditious wind-down of the affairs of the Former Agency by the Successor Agency;

WHEREAS, pursuant to Section 34177 and 34180(g) of the Health and Safety Code, the ROPS FY 2024-25 and FY 2024-25 Administrative Budget must be submitted to the Countywide Oversight Board for the Countywide Oversight Board's approval; and

WHEREAS, the accompanying staff report, and attachments, attached hereto and

incorporated herein by this reference, provide the supporting information upon which the actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Countywide Oversight Board, in regular meeting assembled on January 18, 2024 in the meeting room located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

1. The Countywide Oversight Board hereby finds, resolves, and determines that the foregoing recitals are true and correct and are incorporated herein by reference, and, together with information provided by the City of Banning staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.
2. Pursuant to the California Environmental Quality Act (CEQA), based upon a review of the evidence and information presented on the matter as it relates to the adoption of the ROPS FY 2024-25 and the Administrative Budget FY 2024-25, the Countywide Oversight Board has determined that such approval is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines because there is no possibility that the activities in question will have a significant impact on the environment and the approval is merely the adoption of an annual budget; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts;
3. That the Successor Agency's Executive Director's designee is directed to file a Notice of Exemption with respect to the actions approved under this Resolution in accordance with CEQA.
4. Under Section 34180(g) of the Health and Safety Code, the Countywide Oversight Board must approve the establishment of the recognized obligation payment schedules of the Successor Agency.
5. The Countywide Oversight Board hereby approves the ROPS FY 2024-25 attached hereto as Attachment A (the "Approved ROPS FY 2024-25"). In connection with such approval, the Countywide Oversight Board makes the specific findings set forth below.
6. The Countywide Oversight Board has examined the items on the Approved ROPS FY 2024-25 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency until disposition in

accordance with the Dissolution Act, the continued administration of the ongoing agreements herein approved by the Countywide Oversight Board, or the expeditious wind-down of the affairs of the Dissolved RDA by the Successor Agency.

7. The Countywide Oversight Board Chairperson, Successor Agency Executive Director, and Countywide Oversight Board General Counsel are collectively authorized to make any technical or clerical corrections to the Approved ROPS FY 2024-25 prior to filing with the Department.
8. Under Section 34177(j) of the Health and Safety Code, the Countywide Oversight Board must approve the Administrative Budget for the Successor Agency.
9. In accordance with the Dissolution Act, the Countywide Oversight Board hereby approves the FY 2024-25 Administrative Budget, attached hereto as Attachment B (the "Approved Administrative Budget").
10. The Countywide Oversight Board hereby authorizes and directs the Executive Director of the City of Banning ("Successor Agency's Director")], or the Successor Agency's Director's designees, to take all actions and sign any and all documents necessary to implement and effectuate the actions approved by this Resolution as determined necessary by the Successor Agency's Director, or the Successor Agency's Director's designee. The Countywide Oversight Board hereby further authorizes and directs the Successor Agency's Executive Director, or Successor Agency's Director's designee, to execute all documents on behalf of the Successor Agency, and to administer the Successor Agency's obligations and duties to be performed pursuant to this Resolution.
11. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Countywide Oversight Board declares that the Countywide Oversight Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
12. The Countywide Oversight Board hereby authorizes and directs the County Executive Office staff and the Successor Agency staff to take all actions necessary under the Dissolution Act to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in

connection with the approval of this Resolution.

13. Pursuant to Health and Safety Code Section 34179, specified actions taken by the Countywide Oversight Board may be reviewed by the State of California Department of Finance, and, therefore, this Resolution shall not be effective until five (5) business days after approval, subject to a request for review by the State of California Department of Finance, or at the time and in the manner prescribed in Section 34179(h) of the Health and Safety Code.

PASSED, APPROVED, AND ADOPTED by the Countywide Oversight Board for the County of Riverside on January 18, 2024.

I hereby certify the forgoing to be a true copy of a resolution passed and adopted by the Countywide Oversight Board for the County of Riverside at a regular meeting thereof held on January 18, 2024, by the following vote:

AYES:	5	BOARD MEMBERS: Scott Price, Aaron Brown, Chris Gerry, Russ Martin, Kathleen Kelly
NOES:		BOARD MEMBERS:
ABSTAIN:		BOARD MEMBERS:
ABSENT:	1	BOARD MEMBERS: Chuck Washington

Dr. Scott Price
Chairperson, Countywide Oversight Board

ATTEST:

Kimberly Rector
Clerk of the Countywide Oversight Board

APPROVED AS TO FORM:

Countywide Oversight Board Legal Counsel

By: _____
Rafael Yaquian, Goldfarb & Lipman LLP

Attachments incorporated by reference:
A. Approved ROPS FY 2024-25
B. Approved Administrative Budget

ATTACHMENT "A"

APPROVED ROPS FY 2024-25

[behind this page]

ATTACHMENT "B"

APPROVED ADMINISTRATIVE BUDGET

[behind this page]

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Stephanie Sirls, Transit Manager**
Art Vela, Director of Public Works

MEETING DATE: **December 10, 2024**

SUBJECT: **Consideration of Resolution 2024-188, Approving Amendment No. 1 to the Design-Build Agreement with EFS West for the Compressed Natural Gas Fueling Station for an Additional Amount of $260,549 for a Standby Diesel Generator**

RECOMMENDATION:

Adopt Resolution 2024-188.

BACKGROUND:

The City owns and operates a CNG fueling facility located at the Corporate Yard (176 E. Lincoln Street). The facility was commissioned in 2004 and serves the City's fleet (i.e. transit buses and dump truck) and the Banning Unified School District (BUSD) bus fleet.

At the time of commissioning the CNG facility was available 24 hours a day, 7 days per week to the general public and to other agencies such as, Morongo Band of Mission Indians, Caltrans, County of Riverside and Waste Management. Public access has been closed for over five years due to complications with the CNG fueling station.

The existing CNG fueling facility is several years beyond its useful life, is constantly under repair and parts have become increasingly difficult to purchase and in some cases are obsolete. As a result, the City of Banning released a Request for Proposals (RFP 23-034) for a CNG Fueling Station Design-Build project June 5, 2023. On September 12, 2023, the Council unanimously approved the project be awarded to EFS West Inc. of Valencia, California for being the highest ranked firm to complete the design and construction of the City's new CNG fueling facility.

The scope of work included the completion of the project design, engineering, permits, grading, construction, material, labor, testing, verification, procurement, commissioning, and installation of all equipment. To date, final design is almost 100% complete.

As part of the RFP, the City included three (3) additive bid alternate items. EFS West, Inc. bid on the three items as follows:

Additive Bid Alternate	Price
Second CNG Compressor	$895,000
Standby Diesel Generator	$260,549
Second Fuel Island	$278,361

City staff has successfully secured additional funding from the Riverside County Transportation Commission (RCTC) through the FY 2024/2025 SRTP process for the purchase of the second CNG compressor and the standby diesel generator. Due to an increase in pricing for the second CNG compressor, staff is seeking Council's authority to add only the standby generator to the agreement at this time. Staff will return at a later date with a request to add the second CNG compressor once staff deems the cost reasonable.

JUSTIFICATION:

A backup generator is needed to ensure the CNG station can continue to operate and dispense fuel to essential vehicles in the event of a power outage or other emergency situation. As outlined in the September 12, 2023 staff report, staff requested and were subsequently granted additional STA funding for a standby diesel generator based on the need for resiliency against service interruptions.

FISCAL IMPACT:

The current adopted budget for Fiscal Year 2024/2025 includes a budgeted amount of $265,000 in Account No. 610-5800-434.90-56. The project is fully funded by State Transit Assistance (STA) funds as programmed in the City's approved Short Range Transit Plan (SRTP).

ALTERNATIVES:

Do not adopt Resolution 2024-188 and provide alternative direction to staff. Not approving Resolution 2024-188 would result in not adding a backup power generator to the CNG facility, which provides fuel to the City's transit fleet and others. Additionally, STA funds received for the purpose of funding the addition of an emergency generator may be forfeited.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-188, EFS West Amendment CNG Station.docx
2. Amend No.1 to the DBA with EFS West.pdf
3. EFS Quote Generator.pdf
4. CC Resolution No. 2023-155 CNG Station EFS.pdf

RESOLUTION 2024-188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE DESIGN-BUILD AGREEMENT WITH EFS WEST FOR THE COMPRESSED NATURAL GAS FUELING STATION FOR AN ADDITIONAL AMOUNT OF $260,549 FOR A STANDBY DIESEL GENERATOR

WHEREAS, the City owns and operates a Compressed Natural Gas (CNG) fueling facility located at the Corporate Yard (176 E. Lincoln Street), which serves the City's fleet and the Banning Unified School District (BUSD) bus fleet; and

WHEREAS, the existing CNG fueling facility is several years beyond its useful life, has been under constant repair, and parts have become increasingly difficult to procure; and

WHEREAS, on September 12, 2023, the City Council awarded the Design-Build project for the new CNG fueling facility to EFS West Inc. following a competitive Request for Proposals (RFP 23-034); and

WHEREAS, as part of the RFP, three additive bid alternate items were included, with EFS West providing a bid for a standby diesel generator in the amount of $260,549; and

WHEREAS, a backup generator is essential to ensure the CNG station can continue to operate and dispense fuel during power outages or emergencies and the City successfully secured funding from the Riverside County Transportation Commission (RCTC) for the purchase of the standby diesel generator; and

WHEREAS, the City's current adopted budget for Fiscal Year 2024/2025 includes a budgeted amount of $265,000 in Account No. 610-5800-434.90-56, which is fully funded by State Transit Assistance (STA) funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby approves Amendment No. 1 to the Design-Build Agreement with EFS West for the CNG Fueling Station, authorizing an additional amount of $260,549 for the standby diesel generator.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to the Design-Build Agreement with EFS West for the CNG Fueling Station.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and to execute Amendment No.1 with EFS West.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-188, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 1 to Agreement with EFS West

AMENDMENT NO. 1 TO THE DESIGN-BUILD AGREMENT (C00803) FOR COMPRESSED NATURAL GAS (CNG) FUELING STATION PROJECT BY AND BETWEEN CITY OF BANNING AND EFS WEST

THIS AMENDMENT NO. 1 TO THE DESIGN-BUILD AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and EFS WEST, a California Corporation ("Design-Builder") is effective as of this day: _____.

RECITALS

A. City and Design-Builder entered into that certain Contract dated September 12, 2023 for the purpose of providing a Design Build for the Compressed Natural Gas ("CNG") Fueling Station Project ("Agreement") following a Request for Qualifications (RFQ-23-028) and Request for Proposals (RFP-23-034) to Design-Build Entities for Design and Construction of a CNG Fueling Station in the City of Banning as approved by City Council Resolution _____

B. City and Design-Builder now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to , and increase the Contract Sum to $[Insert dollar amount]].

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Two Hundred Sixty Thousand Five Hundred Forty-Nine Dollars ($260,549.00) thereby increasing the Contract Sum, as set forth in Section 5.1 of the Agreement, to Three Million Eight Hundred Three Thousand Five Hundred Sixty-Two Dollars ($3,803,562.00).

1.3 The Term of the Agreement, as set forth in Section 4.2 of the Agreement, is hereby extended as follows:

4.2 Contract Times

B. Phase 2 – Completion Stage: June 30, 2025

C. Phase 3 - Removal of Existing Facilities Stage: June 30, 2025

unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	DESIGN-BUILDER: EFS WEST
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Caroline Patton Administrative City Clerk	
APPROVED AS TO FORM: Richards, Watson & Gershon	
Serita R. Young City Attorney	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DESIGN-BUILDER'S BUSINESS ENTITY.

PLANNING • DESIGN • CONSTRUCTION
28472 Constellation Road, Valencia, CA 91355

June 25, 2024 Rev1 October 17, 2024

City of Banning

Subject Add Alternative #3

Gentlemen:

EFS West is pleased to submit this proposal showing the cost break down for one alternative for the design build CNG upgrade project for the City of Banning CA.

Our bid proposal included the following alternative

Alternative #3 Purchase and installation of 400 kw Diesel Generator with MTS switch to power one compressor during a power outage for $260,549.

1. Added Design, Engineering, and permitting requirements.
   $13,100
2. 400amp Generator, additional electrical controls, and fuel for testing
   $168,925
3. Costs for additional material including electrical, mechanical, and crane services.
   $26,138
4. Costs for additional labor for installation, testing, and commissioning
   11,820
5. 15% Overhead & Profit
   $32,997
6. Insurance and Bonds
   $7,569

If you have any questions on our proposal, or require additional information, please do not hesitate to contact me at (661) 705-8264 / 818-235-6283 or at Von.regli@efswest.com

Sincerely,
EFS West Inc.
Von Regli
Sr Project Manager

PLANNING • DESIGN • CONSTRUCTION
28472 Constellation Road, Valencia, CA 91355

June 25, 2024 Rev1 October 17, 2024

City of Banning

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5. 15% Overhead & Profit
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6. Insurance and Bonds
   $7,569

If you have any questions on our proposal, or require additional information, please do not hesitate to contact me at (661) 705-8264 / 818-235-6283 or at Von.regli@efswest.com

Sincerely,
EFS West Inc.
Von Regli
Sr Project Manager

RESOLUTION 2023-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A DESIGN-BUILD AGREEMENT TO EFS WEST FOR THE COMPRESSED NATURAL GAS (CNG) FUELING STATION IN THE AMOUNT OF $3,543,013 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF $3,897,314 AND APPROVING AMENDMENT 3 WITH STV INCORPORATED FOR SUPPORT SERVICES IN THE AMOUNT OF $109,000

WHEREAS, the City owns and operates a compressed natural gas (CNG) fueling facility located at the Corporate Yard (176 E. Lincoln Street). The facility was commissioned in 2004 and serves the City's fleet and the Banning Unified School District (BUSD) bus fleet; and

WHEREAS, the CNG fueling facility is several years beyond it's useful life, is constantly under repair and parts are becoming increasingly difficult to purchase. If the facility were to go down the City's CNG fleet would have to travel to either Redlands, Moreno Valley or Palm Springs to refuel; and

WHEREAS, the Public Works Department, Transit Division, recently completed a zero- emission bus (ZEB) transition study to create a plan for a 100% zero-emission fleet by 2040 as required by the Innovative Clean Transit (ICT) regulation enacted by the California Air Resources Board (CARB). The ZEB transition study indicates that the City will continue to have CNG vehicles until 2039; and

WHEREAS, the City of Banning entered into a Professional Services Agreement with STV Incorporated (STV) on June 25, 2021. STV's scope of work was to update an existing set of bridging documents (30% design) for a design-build solicitation to construct a new CNG fueling station. STV's engineer was the engineer of record for the original set of bridging documents developed in 2019; and

WHEREAS, a Request for Proposals (RFP-23-034) was released on June 5, 2023. A mandatory pre-proposal meeting was held on June 15, 2023 to go over the scope of work, deadlines and to answer any questions from prospective bidders. As a result of the RFP, the City received two proposals; and

WHEREAS, both proposals were evaluated and scored based on qualifications of the primary team member, the team, statement of understanding, responsiveness and price proposal. As a result the highest scored proposal was submitted by EFS West, Inc.; and

WHEREAS, staff has recommended that award of a Design-Build Agreement to EFS West, Inc. in the amount of $3,543,013; and

WHEREAS, staff has also recommends the approval of Amendment 3 in the amount of $109,000 to the agreement with STV for support services during the design and construction phases of the new CNG fueling facility; and

WHEREAS, the total project budget is $4,006,314, which includes a 10% contingency for the construction phase; and

WHEREAS, the total project budget is currently budgeted in the approved budget for fiscal year 2023/2024 and is fully funded by State Transit Assistance funds programmed via the Riverside County Transportation Commission approved Short Range Transit Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. City Council approves a Design-Build Agreement for the Compressed Natural Gas (CNG) Fueling Station to EFS West, Inc. of Valencia, California in the amount of $3,543,013 and approving a 10% contingency in the amount of $354,301 for a total project budget of $3,897,314 and rejecting all other bids.

SECTION 2. City Council approves Amendment 3 to the Professional Services Agreement with STV Incorporated for support services in the Amount of $109,000.

SECTION 3. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Design-Build Agreement with EFS West, Inc. for the CNG Fueling Station and to approve change orders within the 10% contingency.

SECTION 4. City Council authorizes the City Manager to execute the Design-Build Agreement with EFS West, Inc. for CNG Fueling Station and Amendment 3 to the Professional Services Agreement with STV Incorporated.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of September 2023.

Colleen Wallace, Mayor Pro Tem
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-155, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of September 2023 by the following vote, to wit:

AYES: Flynn, Gonales, Minjares, and Wallace.

NOES:

ABSENT: Sanchez.

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-189, Adopting the Water Supply Verification for Tentative Tract Map 37388 (Atwell Phase 2B)**

RECOMMENDATION:

Adopt Resolution 2024-189.

BACKGROUND:

California Government Code §66473.7 requires affirmative written verification from the water purveyor of the public water system that sufficient water supplies are available for projects meeting certain criteria. In the case of Tentative Tract No. 37388, the estimated number of residential units is 530, which is over the 500 Equivalent Dwelling Units (EDUs) threshold requiring written verification of sufficient water supplies.

California Water Code §10910 requires the preparation of a water supply assessment, which provides substantial evidence in support of the written verification. A water supply assessment (WSA) was previously prepared for the entire Atwell SP (previously Butterfield SP) and approved by City Council with final modifications in 2011.

In addition to the WSA prepared for the entire SP, each individual tract map with water demands in excess of 500 equivalent dwelling units (EDUs) requires the preparation of a Water Supply Verification, pursuant to California Senate Bill 221 (Chapter 642, Statutes of 2001) and Government Code §66473.7(a)(1). If the water demand of the proposed project was accounted for in the most recent Urban Water Management Plan (UWMP), the water supply verification may draw upon the information and analysis in the UWMP previously prepared by the City. The City prepared and adopted its 2020 UWMP as of June 2021, and the prepared Water Supply Verification relied on the information within the City's UWMP.

The Water Supply Verification, prepared by the City's consultant (West & Associates Engineering, Inc.) demonstrates that the City's water supply will meet the water demands of the proposed Project. The combined indoor and outdoor water demands for Tentative Tract No. 37388 are estimated at 298 acre-feet per year. For the years 2025 through 2045, the City has a projected water supply of 14,398 acre-feet per year. In addition, the City of Banning maintains a storage account in the Beaumont Basin, currently estimated at 47,650 acre-feet. It is anticipated that recycled water recharge and conversions to non-potable irrigation will increase potable availability by 929 acre-feet per year in 2030 to 2,307 acre-feet per year in 2045. The City produced a total of approximately 7,843 acre-feet to meet demands during the 2022 calendar year.

JUSTIFICATION:

The WSV prepared for Tentative Tract No. 37388 is subject to and meets the requirements of the California Water and Government Codes.

FISCAL IMPACT:

There are no costs from the City's existing budget involved with the above action, however the proposed development will generate operational and impact fee revenues for the City's water funds.

ALTERNATIVES:

Reject Resolution 2024-189 and provide further direction to staff. If the resolution is not approved, further development of the Atwell Specific Plan Phase 2B would not be permitted.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-189, Water Supply Verification Atwell 2B.docx
2. Exb. A WSV TTM 37388 (ATWELL PHASE 2B).pdf

RESOLUTION 2024-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE WATER SUPPLY VERIFICATION FOR TENTATIVE TRACT NO. 37388 (ATWELL SP PHASE 2B)

WHEREAS, the City is the Water Purveyor for the water service area of the City of Banning; and

WHEREAS, a Water Supply Verification (WSV) has been prepared by the City's consultant West & Associates Engineering, Inc for Tentative Tract No. 37388 (Project); and

WHEREAS, the proposed Project is subject to California Senate Bill 221 (Chapter 642, Statutes of 2001) requiring a WSV because it is a Subdivision, pursuant to Government Code §66473.7(a)(1); and

WHEREAS, the WSV must be approved by the governing body of the public water system, the City of Banning; and

WHEREAS, the City has prepared and adopted its 2020 Urban Water Management Plan (UWMP) as of June 8, 2021; and

WHEREAS, the City approved a final version of the Water Supply Assessment (WSA) in December 2011 for the Butterfield Specific Plan; and

WHEREAS, the WSV prepared for the Project, attached and incorporated herein by this reference, relies on the information within the Butterfield Specific Plan WSA and the City's adopted 2020 UWMP that indicates the City will have a sufficient water supply during the period from 2020 to 2045 during normal, single, and multiple dry years; and

WHEREAS, the City's water supply will meet the water demands of this proposed Project, existing uses, and other future uses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby makes the following findings related to the WSV:

> The City's adopted 2020 UWMP, which is incorporated by this reference, identified three sources of water supply to meet projected water demands within the City's service area: groundwater, recycled water, and SWP water. As described in the City's 2020 UWMP, a conservative approach was used to determine the availability of each of these water supply sources. As documented in the City's 2020 UWMP, the City has existing water entitlements and rights to meet future demands. Through an established practice of groundwater management utilizing several storage units, and by exercising its right under the Beaumont Basin Judgment, sufficient water supplies are available. In addition, the City has committed capital resources and planned investments in various water programs and facilities to serve all of its existing and planned customers, while replenishing ground water supplies. No shortages are anticipated within the City's service area in average/normal year, single dry year, and multiple dry year scenarios for the next twenty (20) years.

As of 2020, the City's water supply is obtained from five (5) storage units of the San Gorgonio Pass Groundwater Sub-basin: Banning, Banning Bench, Banning Canyon, Cabazon, and Beaumont Storage Units. For the years 2025 through 2045, the City has a projected water supply of 14,398 acre-ft/yr.

In addition to the above yearly water supplies, the City maintains a storage account in the Beaumont Storage Unit, currently estimated by the Beaumont Basin Watermaster at 47,650 acre-ft.

In calendar year 2022, the City's water demand was 7,843 acre-ft/yr. By 2045, an increase to 12,688 acre-ft/yr is projected. In addition, it is anticipated that the development of tertiary-level recycled water in the amount of 929 acre-ft/yr will be available by 2030 to offset potable water currently used for landscape irrigation.

Tentative Tract No. 37388 consists of 530 residential dwelling units along with park and open space areas on 109.9 acres located in the City of Banning. This project will have an estimated total annual average water demand of 298 acre-ft/yr. Water demand estimates are based on water demand factors from the Butterfield SP Water Supply Assessment.

Based on the above findings and the substantial evidence in the record including the WSA, WSV, staff report, and other documents incorporated therein, the City Council hereby finds that the public water system's total projected water supplies available during normal, single dry and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed Project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses.

SECTION 2. The City Council hereby approves the Water Supply Verification, dated November 2024, for Tentative Tract No. 37388.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

_____
Mayor
City of Banning

ATTEST:

_____
Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-189, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Water Supply Verification

Water Supply Verification

Atwell Specific Plan Phase 2B

(Tract Map 37388)

Developer: Tri Pointe Homes
Corona, CA

November, 2024







WEST&ASSOCIATES
ENGINEERING, INC.

Water Supply Verification
Atwell Specific Plan Phase 2B
(Tract Map 37388)

City of Banning, CA
Public Works Department
99 East Ramsey Street
Banning, CA 92220
(951) 922-3130

Developer
Tri Pointe Homes -
Inland Empire Division Office
1250 Corona Pointe Court, Suite 600
Corona, CA 92879
(951) 397-0201

Report Prepared by:

West & Associates Engineering, Inc.
78 Anacapa Ct
Foothill Ranch, CA 92610

November, 2024

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Section 1: Executive Summary

The purpose of this report is to provide an evaluation of the adequacy of total existing and future water supplies available to serve the proposed **Specific Plan Phase 2B** (Development) of the "Atwell" Project, which will encompass tentative **Tract Number 37388**. This WSV anticipates adequate water will be available to the Development during normal, single dry, and multiple dry water years during a 20-year projection. A Water Supply Verification (WSV) is mandated by California Government Code Section 66473.7 for a subdivision that includes proposed residential development of more than 500 dwelling units, which applies to this Development.

This WSV relies in part on the Water Supply Assessment (WSA) for the Butterfield Specific Plan ("Atwell" Project) that RBF Consulting prepared in June 2011 along with part of the Draft Environmental Impact Report (EIR) and later modified in December 2011 by Section 4.1 of the Final EIR. This fulfilled the requirements of SB 610 when the Specific Plan was approved and the EIR was certified.

1.1 SCOPE OF WATER SUPPLY VERIFICATION (WSV)

The City of Banning Public Works Department provides domestic water services to the City of Banning (City) and portions of unincorporated Riverside County located southwesterly of the City limits. The City of Banning would provide water to all portions of the Development. This WSV documents sources of water supply, quantifies water demands, evaluates drought impacts, and provides a comparison of water supply and demand, and will serves as the basis for the City to determine if adequate water will be available during normal, single dry, and multiple dry water years during a 20-year projection to meet the projected water demand associated with the Development. The Development is described in more detail later in **Section 2**.

The scope of this WSV is defined under California Government Code Section 66473.7, which includes the following elements:

1. 66473.7(b): The City shall include as a condition in any tentative map that includes a subdivision a requirement that a sufficient water supply shall be available. Proof of the availability of a sufficient water supply shall be based on written verification from the applicable public water system within ninety (90) days of a request.

2. 66473.7(c): The verification shall be supported by substantial evidence, which may include the City's most recently adopted Urban Water Management Plan (UWMP), adopted pursuant to Water Code Section 10610.

    a. The entire Atwell Project water demands were accounted for as part of the 2015 and 2020 UWMPs, therefore this WSV will verify those findings.

This WSV does not specifically address funding of new or existing supplies. To serve the Development, the Developer (Tri-Pointe Homes) will be required to fund the acquisition of new supplemental supplies, including the treatment and distribution thereof. The extent of additional funding will be determined by the City and may take the form of new connection (capacity) fees or separate, miscellaneous charges. The City will also prepare a "Will Serve Letter", which will declare that the City will provide a water service connection(s) to the proposed Development. The Will Serve Letter will be issued upon payment of all fees by the Developer.



Section 2: Proposed Development

The Atwell Specific Plan Phase 2B Development has a total project area of **119.9 acres** and will consist of 530 single-family residential lots, six (6) parking lots, 26 open space and lettered lots, private common driveways, and public streets, all within the Butterfield Specific Plan (now “Atwell" Project).

As outlined in the Butterfield Specific Plan (“Atwell” Project), the Phase 2B Development establishes ten (10) Planning Areas, including: 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B and 48B. As shown in **Figure 2**, six (6) pf the Planning Areas {14, 15A, 15B, 16A, 16B, and 48B} are designated for residential use, and four (4) of the Planning Areas {21, 32, 33, and 35B} are designated for open space use (parks, etc.). The Planning Areas will be designed, permitted, and constructed over the course of available funding for the development. Currently, Planning Areas 15A and 15B are currently being constructed.

2.1 DEVELOPMENT LOCATION

The Phase 2B portion of the Atwell Project is located in the westerly portion of the City, within the southeasterly portion of the Atwell Project, just north of Phase 2A. It will encompass tentative Tract Number 37388. The Atwell Project is located north of Interstate 10 and west of Highland Home Road, and is bounded on the west by the City's boundary (Highland Springs Avenue). A Location Map/Aerial Photo of the development is included in **Figure 1**.



Figure 1. Location Map/Aerial Photo

There are three (3) different land use designations of the Phase 2B portion of the Atwell Project, including Low-Density Residential, Medium-Density Residential, High-Density Residential, and Open Pace/Parks. The proposed land use designations are indicated in **Figure 3**.

2.2 DEVELOPMENT WATER DEMANDS

This WSV will verify the findings of the 2020 UWMP that determined sufficient water supply of the City to serve Phase 2B of the Atwell Project during normal, dry-year, and multiple-dry year scenarios through 2045. The projected water demands from Phase 2B Development are shown in **Table 1** below:

Table 1: Atwell Phase 2B Development Water Demands

Land Use	Acres (See Figure 3)	Water Demand Factor (GPD/Acre) 1	Total Daily Water Demand (Gal)	Total Yearly Water Demand (Acre-Feet)
Low-Density Residential	39.5	2,334	92,193	103
Medium-Density Residential	22	2,763	60,786	68
High-Density Residential	31.4	3,053	95,864	107
Open Pace – Parks	17	1,019	17,323	19
Total	**109.9**	**---**	**266,166**	**298**

1: Source: City of Banning 2018 Integrated Master Plan (IMP), Table 3.5

As indicated in **Table 1** above, Phase 2B of the Atwell Project is expected to create an overall water demand of approximately **298 AF**.

2.3 2020 UWMP PROJECTIONS

The City's 2020 Urban Water Management Plan (2020 UWMP) accounted for two (2) proposed developments, which include the Atwell Project (formerly "Butterfield Specific Plan") and Rancho San Gorgonio Specific Plan.

The 2020 UWMP projected the City's water use for 2025-2045 broken down by sector (2020 UWMP Table 6.6). Two (2) proposed developments (totaling 8,300 connections) were added to the estimate for 2045. Three (3) persons per connection multiplied by 8,300 connections (totaling 24,900 persons) amounts to a Citywide total of 66,400 persons for 2045. Distributed annually

over 25 years, this amounts to a population growth of 1,411 persons per year for 25 years, or about 316 acre-feet (AF) of increase in annual water demand, or 7,900 AF of total increase in water demand from 2020. The annual and overall increases will be offset by water use efficiency, resulting in only 4,000 AF of total increase in Citywide water demand at build-out conditions, for an average annual growth of 160 AF (Citywide). As indicated in **Table 1**, the total Phase 2B water demands (298 AF) are well within the UWMP projections for ultimate (build-out) water demands.

The 2020 UWMP determined that if water use efficiency increases, the City can expect to have an adequate water supply in future years. This is in spite of a projected population growth over the next 25 years. Therefore, because the Development's water demand was included in the 2020 UWMP, no further analysis would be required to determine if the City would have adequate water supply in future years to accommodate Phase 2B of the Development. Notwithstanding, the remaining portions of this WSV provide background information on the City's water system, comparison of water supply to water demand, and conclusions/recommendations for the City.

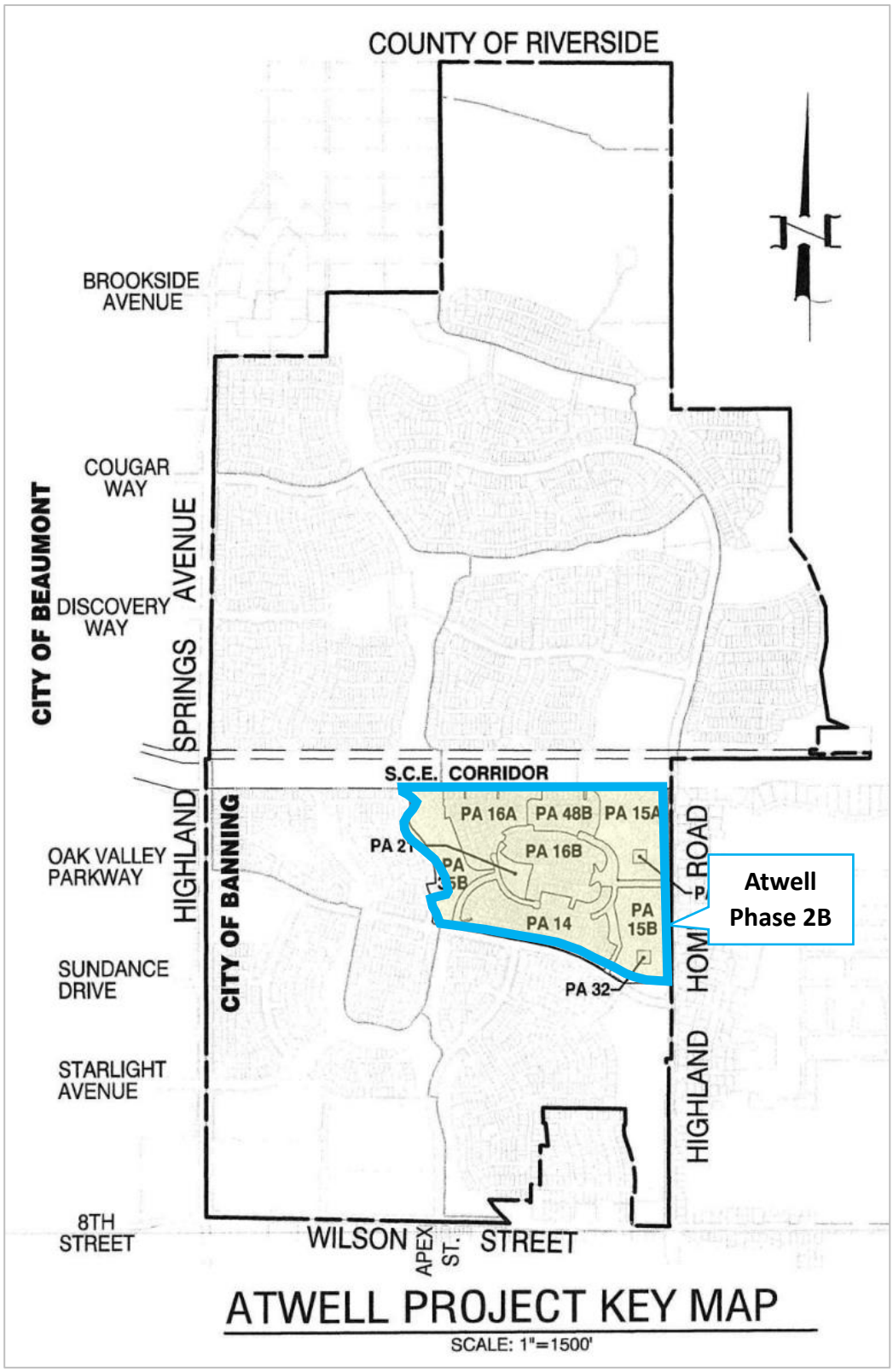

Figure 2: Proposed Planning Areas (Atwell Phase 2B)

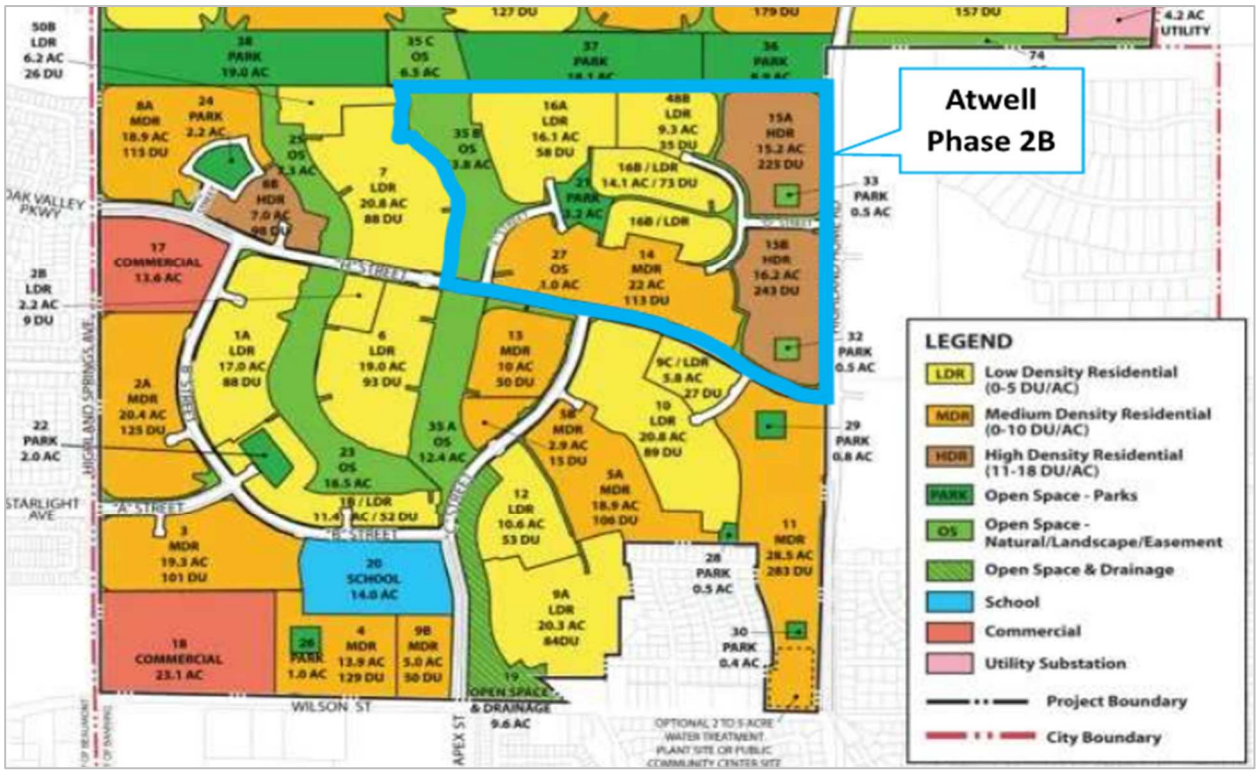

Figure 3: Proposed Land Use Designations (Atwell Phase 2B)

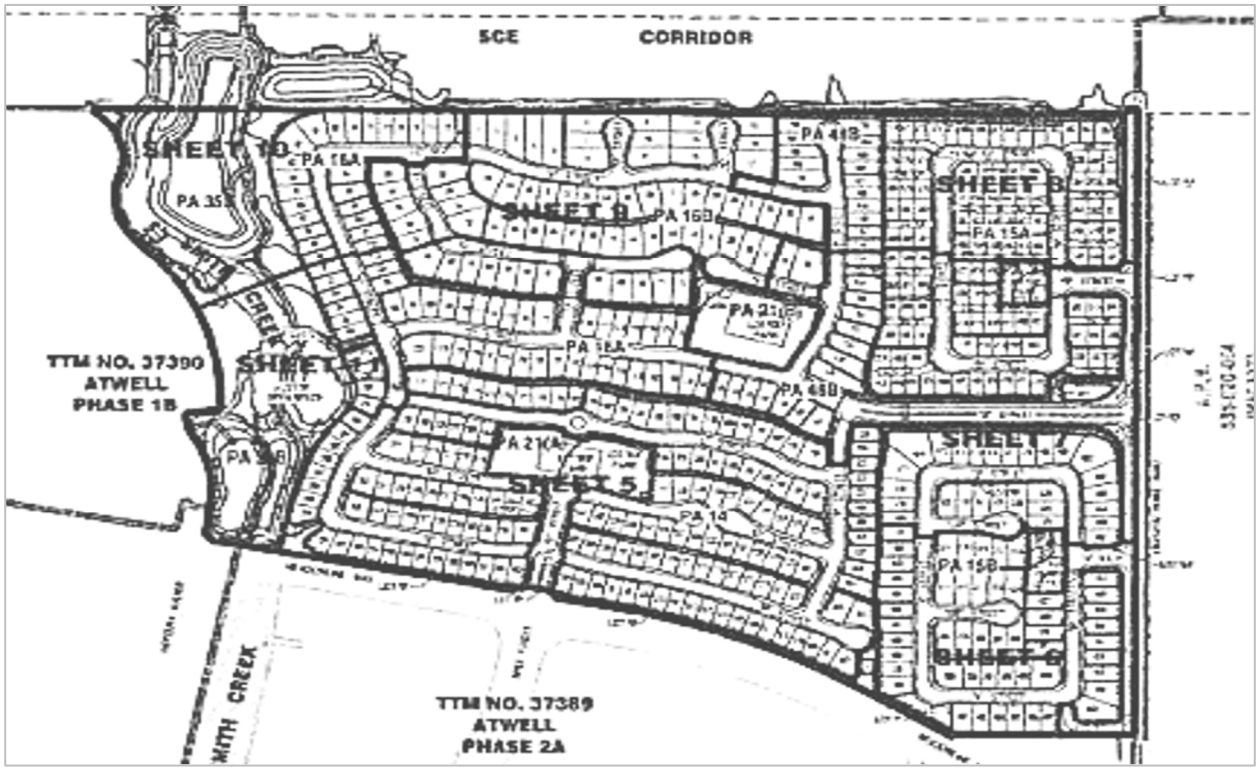

Figure 4: Proposed Site Plan (Development Site Plan)



Section 3: Water Supply

The City's water is obtained entirely from local groundwater basins through nineteen (19) potable groundwater wells, one (1) non-potable groundwater well, and three (3) co-owned wells with the Beaumont-Cherry Valley Water District (BCVWD). Both imported water and surface water are used to recharge the groundwater aquifers. This **Section** describes the current and projected water resources available to the City for this WSA.

3.1 WATER SUPPLY SOURCES

The City is within the boundaries of the Coachella Valley Hydrologic Unit, which encompasses several groundwater basins, including the Coachella Valley Groundwater Basin (Basin), within which the City is located. Several large subbasins, the boundaries of which are generally defined by fault lines that restrict the lateral flow of water, underlie the Basin. The Basin extends from Banning easterly to the Salton Sea.

The City is underlain by the San Gorgonio Pass Subbasin (SGP Subbasin) portion of the overall Basin. The SGP Subbasin is further divided into water "storage units" which are not totally independent from each other. The City relies on the following five (5) storage units as sources of groundwater storage supply:

- Beaumont Storage Unit (Beaumont Basin);
- West Banning Storage Unit;
- Cabazon Storage Unit.
- Banning Bench Storage Unit;
- Banning Water Canyon Storage Unit

The location of the Storage Units is shown on **Figures 5 and 6.**

3.2 GROUNDWATER PRODUCTION

As mentioned previously, the City owns and maintains nineteen (19) potable groundwater wells, one (1) non-potable groundwater well, and three (3) additional wells with BCVWD, for a total of twenty-three (23) wells. The pumping capacity of these wells is just over 14,000 AFY. However, this mechanical pumping capacity is actually limited to the safe yields and/or the adjudicated rights of the subbasins. The ground water production for the previous 7-years (2016 to 2022) is contained in **Table 2**.

To accommodate the proposed developments in the City (including the Atwell Project), the City is planning to redrill or add new well(s), including Well M7, Well M12, and a new well (Well C8) within the overall Atwell Project (or within Phase 2B of the Atwell Project). The existing and future/potential wells are shown in **Figure 5**.

Since any new wells would be located in the Beaumont Storage Unit (Basin), which is an adjudicated basin, the City would need to consider operation of the wells such that the combined pumping volume of all wells in the Beaumont Basin does not exceed the City's adjudicated limits (See **Section 3.3**: Beaumont Storage Unit).

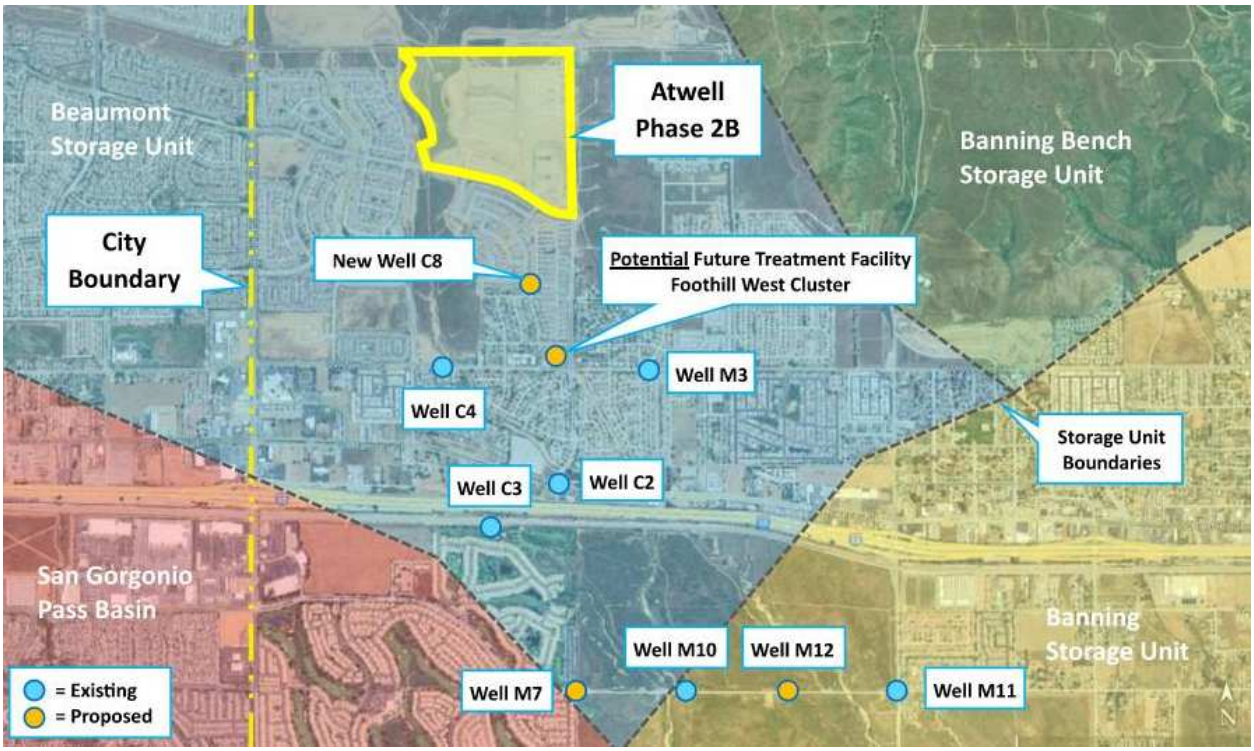

Figure 5: Existing & Proposed Groundwater Wells Adjacent to Proposed Phase 2B Development

Table 2: Recent Groundwater Production (AFY)

Basin Name	2016	2017	2018	2019	2020	2021	2022
Beaumont Storage Unit (Basin)	1,762	1,469	2,266	2,118	2,702	3,604	3,578
West Banning Storage Unit	1,396	1,967	1,957	1,326	1,719	947	809
Cabazon Storage Unit	1,211	685	1,006	526	0	210	541
Banning Bench Storage Unit	237	87	354	431	470	445	98
Banning Water Canyon Storage Unit	2,428	3,367	2,342	2,826	3,705	2,890	2,817
Total	**7,035**	**7,576**	**7,924**	**7,226**	**8,596**	**8,096**	**7,843**

Source: City of Banning, Groundwater Extraction Annual Reports 2016 through 2022. Amount of groundwater pumped for Beaumont Basin includes water received from Beaumont Cherry Valley Water District, through three (3) Co-Owned Wells with the City of Banning, that directly pump from the Beaumont Basin.

Hexavalent Chromium (Chromium-6)

Hexavalent chromium is a heavy metal that has been used in industrial applications and found naturally occurring throughout the environment. While chromium can exist in a nontoxic, trivalent form, the hexavalent form has been shown to be carcinogenic and toxic to the liver (OEHHA, 2011). Hexavalent chromium is among the chemicals known to the state to cause cancer [Title 27, California Code of Regulations, Section 27001], pursuant to California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"). The hexavalent chromium MCL is 0.010 mg/L or 10 µg/L effective on October 1, 2024 and water systems with 10,000 or greater service connections are required to comply by October 1, 2026, which applies to the City.

The City recently tested for hexavalent chromium at nineteen (19) out of its twenty-one (21) groundwater wells, and plan to test the remaining two (2) wells (4 and 5) in the near future. Wells 4 and 5 were down during the testing period. Eleven (11) wells tested near or above the new MCL. Therefore, the City plans to construct several Treatment Facilities throughout its service area. New well C8 will provide further water supply to the Atwell Project, which was recently drilled and plans for equipping the well are underway. The City is currently reviewing the potential to treat well C8 and existing wells C2, C4, and M3 at a cluster location currently referred to as the Foothill West Cluster Treatment Facility. New well C8 and the planned Foothill West Cluster Treatment Facility are located adjacent to the Development, as shown in **Figure 5**.

3.3 DESCRIPTION OF GROUNDWATER BASINS

The following basin descriptions are based on the *Water Supply Verification Tentative Tract No. 37390,* KWC Engineers. Inc., November 1, 2019 and the 2020 UWMP.

Beaumont Storage Unit (Beaumont Basin)

- The Beaumont Storage Unit, also referred to as the Beaumont Basin, is located in San Gorgonio Pass, a low-relief highland that is bordered on the north by the San Bernardino Mountains, on the southeast by the San Jacinto Mountains, and on the west by the San Timoteo Badlands. Surface sediment in the basin and the lowlands consist of unconsolidated and semi-consolidated Quaternary alluvium. Surrounding the alluvial sediments are semi-consolidated rocks of the San Timoteo Formation and igneous and

metamorphic rocks of the San Jacinto and San Bernardino Mountains. The unconsolidated Quaternary alluvium and upper portion of the underlying San Timoteo Formation constitute the water-bearing aquifer.

- The boundaries of the basin are based on faults that form barriers to subsurface flow. Major faults in the area include the Banning and Cherry Valley faults, which form the northern boundary of the basin.
- The total surface area is approximately **12,480 acres** (**19.5 square miles**).
- Groundwater occurs at depth in the Quaternary alluvium and the San Timoteo Formation.
- The basin is replenished by infiltration of precipitation, subsurface flow across faults, return flow from irrigation and septic, and artificial recharge.
- The basin discharges via groundwater production, subsurface flow across faults, rising water in San Timoteo Creek, and evapotranspiration.
- The safe yield is **6,700 AFY** based on 2013 *Reevaluation of the Beaumont Basin Safe Yield*, dated April 3, 2015.
- The City operates four (4) groundwater production wells designated: C2, C3, C4, and M3 and an additional non-operating well M9. The four (4) active wells have a combined nominal capacity of **4,650 gpm**.
- The City also co-owns with BCVWD three (3) groundwater production wells designated: 24, 25, and 26. The three (3) co-owned wells have a combined nominal capacity of **6,800 gpm**, half of which is allotted to the City.
- The City's total nominal pumping capacity in the Beaumont Basin is **8,050 gpm**.

The Beaumont Storage Unit (Basin) is an adjudicated basin established by the *Stipulation for Entry of Judgment Adjudicating Groundwater Rights in the Beaumont Basin* (see Appendix C). Pursuant to the Judgment, the Court appointed a five (5) member Watermaster Committee, consisting of representatives from each of the five (5) appropriators, which include City of Banning, City of Beaumont, Beaumont-Cherry Valley Water District, South Mesa Water Company, and Yucaipa Valley Water District. At the end of calendar year 2023, the City had approximately **47,650 AF** in its storage account, based on the Beaumont Basin Watermaster Consolidated Annual Report. The City of Banning is permitted to store up to **80,000 AF** in the Beaumont Basin. **Table 3** indicates the City of Banning's storage in the basin for the past 8-years according to the Beaumont Basin Watermaster Consolidated Annual Reports 2016 through 2023.

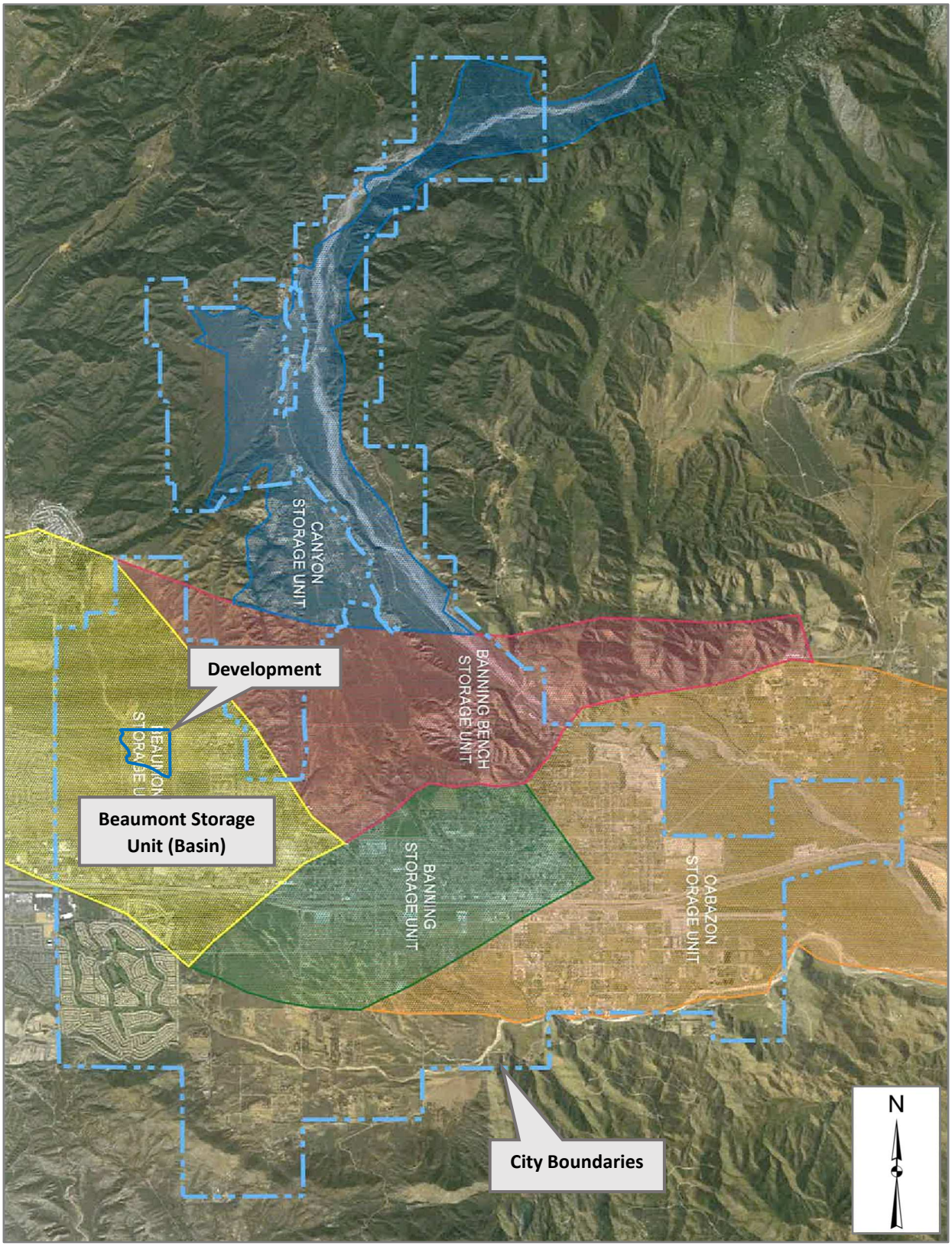

Figure 6: Groundwater Storage Units (Subbasins of San Gorgonio Pass Basin)

Table 3: Banning Annual Storage Consolidation - Beaumont Storage Unit

Year	2016	2017	2018	2019	2020	2021	2022	2023
Storage in AFY	49,990	51,960	52,320	51,737	50,889	48,778	46,570	47,650

(1) Source: Beaumont Basin Watermaster Consolidated Annual Reports

On an annual basis, the Watermaster determines the amount of groundwater to which each producer is entitled from the Beaumont Basin without incurring a replenishment obligation. The City of Banning per *Exhibit C Stipulation for Entry of Judgment Adjudicating Groundwater Rights in the Beaumont Basin* (see Appendix D) is entitled to 31.43% of the unused overlying production in the Beaumont Basin. Quantities to which the City is entitled but does not pump can be credited to the City's storage account.

West Banning Storage Unit

- The total surface area is approximately **2,489 acres** (**3.9 square miles**).
- The area is underlain by alluvial sediments, with bedrock occurring to the north in the San Bernardino Mountains.
- The City operates four (4) groundwater production wells designated: Wells C5, M7, M10, and M11 with a combined nominal pumping capacity of **2,650 gpm**.
- The City lost Well M12, due to a collapse and has recently completed the drilling, development, and testing phase for its replacements (i.e., well M12A). Well M12A is expected to have a nominal pumping capacity of **400 gpm**.

Banning Bench Storage Unit

- The total surface area is approximately **3,573 acres** (**5.9 square miles**).
- The area is underlain by alluvial sediments, with bedrock occurring to the north in the San Bernardino Mountains.
- The safe yield is **1,130 AFY**.
- The average thickness is 600 feet.
- The estimated capacity is **240,000 AF**, according to the WSA18.
- The City operates three (3) groundwater production wells designated: Wells 1, 2, and 3 with a combined nominal pumping capacity of **3,650 gpm**.

Banning Water Canyon Storage Unit

- The Banning Water Canyon Storage Unit is located north of the Banning Bench Storage Unit
- The total surface area is approximately **1,058 acres** (**1.7 square miles**).
- The canyon bottom comprises alluvium, and the canyon sides are bedrock.
- The safe yield is **4,070 AFY**.
- The average thickness is 161 feet.
- The estimated capacity is **13,500 AF**. According to the WSA28
- Additional recharge occurs through the diversion of Whitewater River drainage into Banning Water Canyon via the San Gorgonio Flume.
- There are eight (8) active wells designated 4, 5, 7, 8, 9, 10, 11 and 12 with a combined nominal pumping capacity of **8,600 gpm**.

Cabazon Storage Unit

- The Cabazon Storage Unit is located near the eastern boundary of the City, southeast of the West Banning Storage Unit and the Banning Bench Storage Unit.
- The total surface area is approximately **17,215 acres** (**26.9 square miles**).
- The average thickness is 350 feet.
- The estimate storage is **1,000,000 AF**.
- The safe yield is **5,265 AFY**.
- There is one (1) active well designated: C6 with a nominal pumping capacity of **900 gpm**.
- Non-potable Well NP-1 (aka R1) has been equipped and is expected to be in service in 2026 once the non-potable distribution system is complete.

3.4 PROJECTED GROUNDWATER SUPPLY

As stated previously in this chapter, due to its reliance on local groundwater sources, the City has not experienced any actual supply deficiencies, even during multiple drought years. According to the 2020 UWMP, *"the City is confident that water supplies are adequate to meet demands for all weather conditions through 2045."* With the local groundwater reserves available to the City during the preparation of the 2020 UWMP, which accounted for the Development, the City did

not anticipate any water shortages. This WSV will review and analyze supply and demand data for the years subsequent to the 2020 UWMP and prior to preparation of this WSV (2021 through 2023). **Table 4** below shows the City's projected water supplies and available volumes, based off the values reflected in Appendix E of 2020 UWMP*, DWR Submittal Table 6.9* (Appendix B) , with an updated end of calendar year 2023 amount of supply from the Beaumont Basin Storage Account.

Table 4: Projected Water Supply Availability (AF)

Year	2025	2030	2035	2040	2045
Beaumont Basin					
Likely Used[1]	1,491	1,267	1,077	916	778
Total Available (Capacity)	(6,700)	(6,700)	(6,700)	(6,700)	(6,700)
West Banning Basin					
Likely Used	1,430	1,430	1,430	1,430	1,430
Total Available (Capacity)[1]	(1,430)	(1,430)	(1,430)	(1,430)	(1,430)
Cabazon Basin					
Likely Used	853	960	1,054	1,136	1,208
Total Available (Capacity)[1]	(1,208)	(1,208)	(1,208)	(1,208)	(1,208)
Banning Bench					
Likely Used	1,055	1,187	1,304	1,330	1,330
Total Available (Capacity)[1]	(1,330)	(1,330)	(1,330)	(1,330)	(1,330)
Banning Water Canyon					
Likely Used	3,679	3,730	3,730	3,730	3,730
Total Available (Capacity)[1]	(3,730)	(3,730)	(3,730)	(3,730)	(3,730)
Recharge/Storage					
Imported Recharge[2]	1,000	1,250	1,500	2,000	2,500
WWTP Recharge (Recycled Water)[1]	0	929	1,245	2,144	2,307
Additional Supply from Storage[3]	999	2,126	3,156	4,128	4,991
Supply from Storage*	**47,652**	**47,656**	**43,274**	**34,993**	**24,355**
Total Available Supply	**56,841**	**57,550**	**53,294**	**45,751**	**35,138**

(1) Rows used to calculate the Total Available Supply.

(2) Imported Recharge water was added to Supply from Storage for each preceding year, and therefore not double counted in Total Available Supply

(3) Additional water Supply from Storage was subtracted from Supply from Storage for each preceding year, and therefore not double counted in Total Available Supply

(4) See notes under UWMP Table 7.1 and notes under DWR Submittal Table 6.9 in UWMP Appendix E for a detailed explanation of the volumes above.

3.5 GROUNDWATER MANAGEMENT

The Sustainable Groundwater Management Act, passed by the California Legislature in 2014, is an effort to regulate the use of groundwater in the state so that it is sustainable into the distant future. The Act requires all medium and high priority basins (the San Gorgonio Pass Subbasin is a medium priority basin) to develop a Groundwater Sustainability Plan by January 2022. The contents of this plan are prescriptive and well defined by Act. Major components of each plan are a water budget for the subbasin, a hydrogeological conceptual model of the subbasin, and a stakeholder outreach plan.

Specifically, if a proposed development/project and/or subdivision will obtain water from a basin that is designated as medium- or high-priority under Act, the following must be included in the Water Supply Assessment/Verification:

- Information as to whether the Department of Water Resources has identified the basin as being subject to critical conditions of overdraft; and
- A copy of the Groundwater Sustainability Plan or alternative plan if a Groundwater Sustainability Agency has adopted such a plan.

According to the Department of Water Resources, the San Gorgonio Pass Subbasin is not identified as being subject to conditions of critical overdraft. The San Gorgonio Pass Subbasin has three (3) Groundwater Sustainability Agencies and all three are working together to produce a Groundwater Sustainability Plan. The various water agencies that overlie the subbasin include the Desert Water Agency, Mission Springs Water District, Cabazon Water District, the City of Banning, the Banning Heights Mutual Water Company, and the San Gorgonio Pass Water Agency. As of the date of this Water Supply Verification, a Groundwater Sustainability Plan has not been adopted.

3.6 IMPORTED WATER

The City purchases State Water Project (SWP) water from the San Gorgonio Pass Water Agency (SGPWA), one of 29 state water agencies with a SWP Water Supply Contract with the State Department of Water Resources (DWR). Quantities of SWP water purchased are recharged to the Beaumont Basin on SGPWA property. Recharge points were previously located at Beaumont Cherry Valley Water District (BCVMD). Quantities of water obtained from San Gorgonio Pass Water Agency for 2015-2022 are set forth in **Table 5** below. Quantities that will be recharged in the future are dependent upon State Water Project water availability and storage capacity available to the City.

Table 5: Historic SGPWA Water Purchases (AF)

Year	Purchases (AF)
2015	686[1]
2016	1,477[1]
2017	1,350[1]
2018	500[1]
2019	250[1]
2020	250[1]
2021	0[2]
2022	35[2]
2023	1,000[3]
Average:	**616**
2010 – 2015 Avg: (2015 UWMP)	**847**

(1) Source: 2020 UWMP Table 3.2 Imported Water Supply 2015 to 2020
(2) Source: Beaumont Basin Watermaster Consolidated Annual Reports for 2021-2023.
(3) Source: City's Internal Reporting

In December 2020, the SGPWA announced that the SWP expected to deliver 10 percent of "Table A" contracted amounts in 2021. This allocation was decreased to 5 percent in March 2021. Due to continuing drought conditions throughout the State, in 2022 SWP allocations to contracting

agencies fluctuated from 0 to 15 percent of "Table A" amounts. The wet winter of 2023 and resultant near-record snowpack in the Sierra Nevada has allowed the DWR to announce increases in "Table A" deliveries in January (30 percent), February (35 percent), and March (75 percent) 2023. In April 2023, the DWR updated its expected deliveries from 75 to 100 percent of maximum annual "Table A" amounts.

Although the City may expect variable reliability in availability of SWP water, such water is not its primary source of water, as it is relied on exclusively for recharge, and previous short-term declines in SWP water availability have been and will continue to be offset by the City's substantial reserves of stored groundwater and would not affect the City's water supply. Due to the easing of drought conditions, the City received delivery of 100% of the 2023 order, and anticipates even more in 2024. **Table 6** shows the years in which the City's amount of Purchases Water will increase. Beginning in 2024 this value will increase to 1,250 AF and remain so until 2035 when it will further increase to 1,500 AF. This value will remain the same until 2040 when it will further increase to 2,000 AF and then again in 2045 to 2,500 AF.

Table 6: Projected SGPWA Water Purchases (AF)

Year	Purchases (AF)
2024	1,250
2035	1,500
2040	2,000
2045	2,500

Source: City's Internal Projections, increase based off past SGPWA contract with Ventura that will bring in additional water supply for Banning and Yucaipa.

3.7 BANNING WATER CANYON

In average years the Whitewater Flume provides direct water use to the Banning Heights Mutual Water Company, and the rest goes to recharging the Banning Water Canyon, which the City can then pump from as groundwater. A lot of recharged water is received during the Spring.

The Apple Fire of 2020 encompassed the entire Whitewater Flume structure that diverted water to be recharged into the Banning Water Canyon. In December of 2022 water diversion was restored to the Banning Water Canyon, but the system remains damaged and unable to deliver surface water to BHMWC; therefore, BHMWC's water demands are met by water deliveries from the City of Banning. SCE, BHMWC, and the City are working together to get the system back in operation as quickly as possible. Southern California Edison currently owns the Whitewater Flume system.

The City of Banning preserved water stored in the Banning Water Canyon by instead pumping more from the Beaumont Basin Storage Account. This is apparent in the amount in storage for years 2021 and 2022 in **Table 3**. Since then, enough water has naturally replenished the Banning Water Canyon that the City began pumping water again in 2023 and relied less on the Beaumont Basin Storage Account. The City is not sure when the rest of the system will be restored for direct water replenishment.

3.8 RECYCLED/NON-POTABLE WATER

At this time there is no recycled water available in the City of Banning. According to the City's 2018 IMP, the 2006 Recycled Water Master Plan, and the 2020 UWMP, the City anticipated implementing upgrades by 2025 at the City's wastewater treatment plant that will meet tertiary treatment standards to supply recycled water. The City now anticipates that the wastewater treatment plant improvements will be completed by late 2026 to early 2027. Upon completion of the upgrades, approximately **2,700 AFY** of recycled water would be available to recycled water customers.

This document is not identifying recycled water for use on the Development site, or as a potential supply source during the life of the Development. Recycled water use for the Development was also not identified in the 2020 UWMP. However, if the Development were to utilize recycled water, then the City's increased use of recycled water would decrease the demand for potable water used in some irrigation and increase the capability to increase recharging in the West Banning Basin.

Any proposed recycled water system is subject to the design requirements for the City of Banning Public Works Department and the demand criteria guidelines outlined in the 2018 IMP.

Potential Recycled Water Users

Upon completion of the recycled water upgrades, approximately 2,700 AFY of recycled water will be available to recycled water customers, based on the 2018 IMP. The City's previous 2006 Recycled Water Master Plan identified potential customers across the Interstate 10 Freeway. However, the 2018 IMP indicated that these potential customers were not feasible, due to the difficulty with crossing the 10 Freeway and the railroad tracks, and since there are other potential customers south of the 10 Freeway. The potential recycled water customers are listed in **Table 7** below. As shown in **Table 7**, the projected total demand for the Atwell Project is **864 AFY**.

Table 7: Potential Recycled Water Users

Customer	Recycled Water Demand (AF)	Conversion Year (Begin Usage of Recycled Water)
Existing Developments		
Sun Lakes Golf Course	850	2030
Banning High School	175	2035
Dysart Park	87	2035
Lions Park	79	2030
Total	**1,191**	**2035**
Projected Developments		
Atwell Project	864	2040[1]
Rancho San Gorgonio Development	217	2045[2]
Neighborhood Park	35	2040
Total	**1,116**	**2045**

(1) City does not currently have a connection planned from the Recycled Water Main to the Atwell project at this time. They are plumbing for recycled water, but is not planned for construction yet.

(2) By 2035 25% of the Rancho San Gorgonio Development will have converted the desired potable water piping to recycled water.



Section 4: Water Demand

As mentioned in **Section 2.3**, only two (2) proposed developments, the Atwell Project (formerly "Butterfield Specific Plan") and Rancho San Gorgonio Specific Plan, were accounted for in the 2020 UWMP and 2018 IMP Population Projections. The 2020 UWMP developed Population Projections by linear growth using SCAG estimates for 2045, plus the two (2) proposed developments, that will bring the population growth to an average of **1,411 persons per year** for the next 25 years (to 2045). By 2045, the City will be approaching ultimate "built-out" conditions with remaining expected future water demands primarily attributable to possible land use changes in residential densities and in-fill land development projects. As a result of the City's local groundwater sources and imported recharge capacity from SGPWA, the City is in a position of providing a reliable source of quality water for the built-out conditions.

4.1 RECENT WATER USE

Annual water consumption from 2016 to 2022 is listed in **Table 8** below. Water consumption since 2016 has been consistent, with a moderate spike in 2020.

Table 8
City's Recent Water Use

Year	Total Consumption (AF)	Population	Per Capita (GPCD)
2016	7,035	30,769	204
2017	7,576	30,981	218
2018	7,924	31,091	228
2019	7,226	31,142	207
2020	8,596	31,125	247
2021	8,096	31,189	232
2022	7,843	31,253	224
Average (last 7 years):			**224**
2010-2020 Avg. (2020 UWMP)			**234**

As indicated by **Table 8**, the City's per capita water use has decreased since the 2020 UWMP due to water conservation.

4.2 RECENT WATER USE BY SECTOR

The City records water use per service connection only and bills customers based on a single water rate structure. Water sales data is compiled by City water staff and recorded on the DWR Form No. 38 (Public Water System Statistics) and submitted to DWR annually. The total water consumption by customer type since 2015 is shown on **Table 9** on the following page.

As noted by **Table 9**, Single-Family Residential accounts are the highest consuming sector in the City since most of the City is zoned for single-family accounts (with higher densities for multi-

family accounts). **Figure 7** also shows the Current Water Demand by Sector (2022). The City's unaccounted for water ranged from 497 to 1,275 AF, which on average is about 11 percent of the total water supply into the City's distribution system. Unaccounted for water consists of routine flushing, unmetered use, and water losses. Although water losses have cost impacts on water agencies, they cannot be prevented entirely. Instead, effort is given to controlling the quantity of water losses (to a cost-effective extent) in order to reduce the cost impact of water losses on water operations. For this reason, the City has prepared water loss audits using AWWA software. The water audits for 2016 to 2019 are provided in the Appendix of the 2020 UWMP. The 2019 Audit shows that the City's Leakage Index (the ratio of real loss to unavoidable loss) was 1.16, which is an excellent score for water agencies.

Table 9: Recent Water Use by Sector (AF)

Sector	2016	2017	2018	2019	2020	2021	2022
Single Family Residential	3,370	3,728	3,775	3,438	3,966	4,030	3,955
Multi-Family Residential	69	76	77	70	81	82	78
Commercial	1,686	1,792	1,944	2,021	1,992	2,118	1,546
Industrial	94	102	101	95	172	259	210
Institutional/Governmental	58	64	58	28	23	39	410
Landscape Irrigation (Potable)	539	579	562	505	559	834	1,004
Landscape Irrigation (Non-Potable)	285	306	297	267	301	119	143
Other	0	0	0	0	0	0	0
Total Water Sales:	**6,101**	**6,647**	**6,814**	**6,424**	**7,094**	**7,481**	**7,346**
Unaccounted for Water*	934	929	1,110	802	1,502	615	497
Total Water Consumption (Total Supply into System):	**7,035**	**7,576**	**7,924**	**7,226**	**8,596**	**8,096**	**7,843**

**Difference between total supply into system and metered/measured volumes. May not match official AWWA Water Audit Reports.*

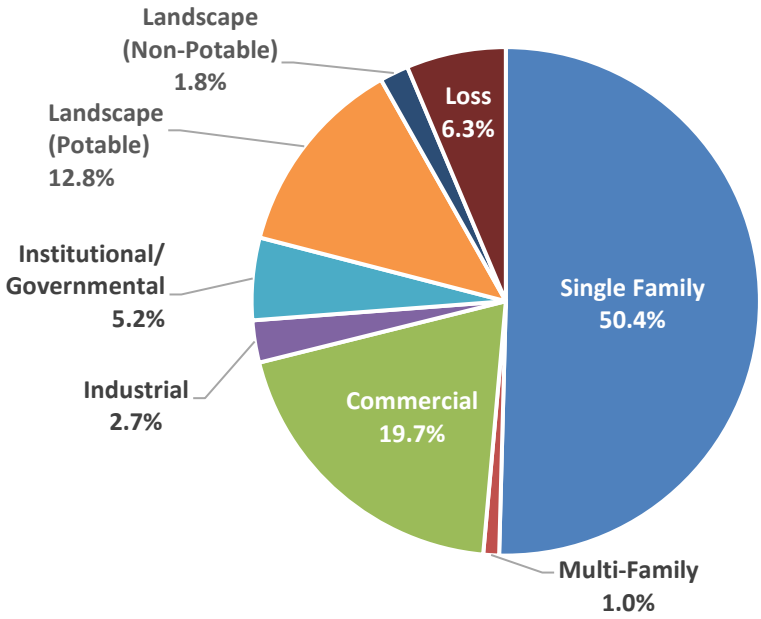

Figure 7: Current Water Demand by Sector (2022)

4.3 WATER DEMAND PROJECTIONS

According to the 2020 UWMP, although a constant consumption rate provides a more conservative approach, the decreasing consumption rate scenario provides a more realistic picture for planning purposes as it considers gradual improvements in water-use efficiency and in the case of a multiple year event includes mandatory conservation measures that would not be in effect in a single year event. For planning purposes, the City's projected water use for 2025-2045 shown in the 2020 UWMP, which accounted for the Development, is broken down by sector in **Table 10. Figure 8** shows the Projected Water Demand by Sector (in 2045) with the Development.

Table 10
Projected Water Use by Sector – With Development

Sector	2025	2030	2035	2040	2045
Water Service Area Population	35,486	42,541	49,596	56,651	63,706
Consumption Rate (GPCD)[1] *Including 1.0% Annual Passive Savings*	217	207	197	187	178
Demands					
Single Family Residential	4,357	4,967	5,507	5,982	6,397
Multi-Family Residential	86	98	109	119	127
Commercial	1,703	1,941	2,152	2,338	2,500
Industrial	232	264	293	318	340
Institutional/Governmental	451	514	570	619	662
Landscape Irrigation (Potable)[2]	1,106	1,261	1,398	1,519	1,624
Landscape Irrigation ((Non-Potable)	158	180	199	216	231
Total Water Sales:	**8,093**	**9,226**	**10,229**	**11,112**	**11,883**
Unaccounted for Water	548	625	693	752	805
Total Water Consumption (Total Supply into System):	**8,641**	**9,851**	**10,922**	**11,864**	**12,688**

Notes:

1. *Overall projections shown above are lower than the projections shown in Table 6.6 of the 2020 UWMP due to recent lower water consumption rates.*
2. *Some projected potable landscape irrigation demands may be switched to the "non-potable" category when recycled water is available.*

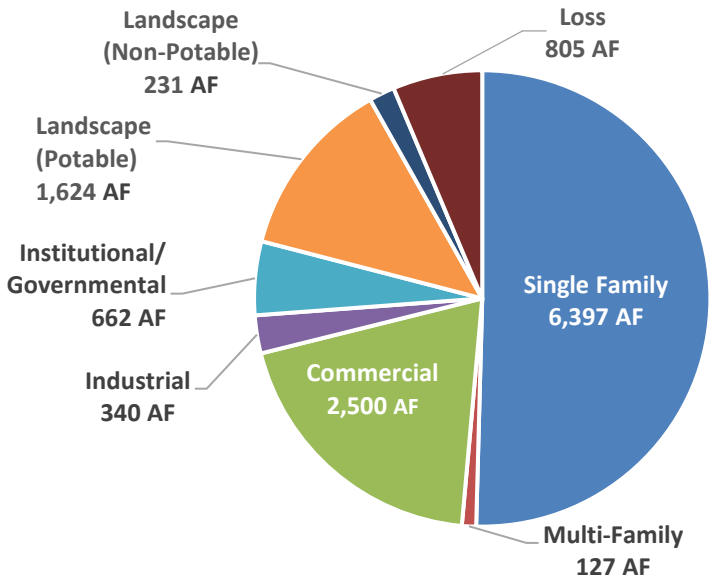

Figure 8: Projected Water Demand by Sector – With Development (in 2045)

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Section 5: Water Supply vs. Demand Analysis

5.1 CITY SUPPLY RELIABILITY

The City's groundwater is not subject to short-term water shortages resulting from temporary dry weather conditions. Further, as part of the Beaumont Basin adjudication, the City has the option of storing up to 80,000 acre-feet (AF) of water in the Beaumont Basin. At the end of calendar year 2023, the City of Banning had approximately 47,650 AF of groundwater available in the Beaumont Basin Storage Account (**Table 3**), which is utilized as a buffer to make up for dry weather conditions and will be used in future years to meet demands that exceed local safe yields.

5.2 DROUGHT RISK ASSESSMENT

The drought risk assessment is an assessment of the reliability of the City's water supplies by comparing projected future water demands with expected available water supplies under three (3) different hydrologic conditions: normal year; a single dry year; and multiple dry years. Future supply and demand conditions can be determined from population forecasts, capacity of water supply facilities (wells), and recent water use trends.

Basis for Projected Demands

To project future demands, it will be assumed that total demand will change annually based on changes in population multiplied by the individual demand per-person (also known as the "per-capita" consumption rate, see **Section 4.1**). The per-capita rates used in the future projections will be based on actual water use data from the recent past. In particular, the City's averages for the last seven (7) years will be used as the basis to project demands through the year 2045. To project demands and supplies, the following is assumed:

- Starting consumption rate of **224** gallons per capita per day (**GPCD**). This is based on the average consumption of the City in the last 7 years.
- Decreasing consumption rate from 2023 onward with a passive savings of 1.0% annually (i.e. **222 GPCD** in 2023).

Although a constant consumption rate provides a more conservative approach, the decreasing consumption rate scenario provides a more realistic picture for planning purposes since it considers gradual improvements in water-use efficiency. In the past 20 years for instance, the City has seen a 6% annual decrease in water use. For drought-time demands, it is expected that there will be a small degree of increase due to the lack of rainfall on landscapes. To project demands during single and multiple (5) year drought periods, the following increase factors were assumed:

- Dry Year: 5%
- Multiple Dry Years: 5%, 8%, and 2%

Although the UWMP did not assume increases in demand during dry years, the increase factors listed above are reasonable for the purposes of demand and supply projections since the City has seen increases in demands prior to the 2014 Emergency Declaration and 2015 Executive Order.

Basis for Projected Supplies

To project future supplies, the City can expect groundwater supplies to be based on the combined capacity of its groundwater wells, with a maximum safe yield for each subbasin. The City's groundwater basins have a combined safe yield capacity of roughly 9,200 AFY. Further, as part of the Beaumont Basin adjudication, the City has the option of storing up to 80,000 AF of water in the Beaumont Basin.

5.3 ENSURING ADEQUATE SUPPLY

The City has available groundwater supplies based on the safe yield of the subbasins and the City's storage account. The City's subbasin safe yield and storage account volumes are not expected to be affected during droughts lasting up to five (5) years. Droughts will be addressed by following the criteria of the City's Water Shortage Contingency Plan (WSCP) along with implementation of the regional contingency plans. These programs are discussed in the UWMP.

As indicated by the tables on the following pages, **with** the Development's projected water demand the City **does not expect to have a water supply shortage** during Normal Water Years, Single Dry Year, or Multiple Dry Years over the next 20 years.

The following tables were originally based off the 2020 UWMP, which at the time utilized data up to 2020. Since then, three (3) years of data has been produced and in order to better determine any possible supply shortfalls the most up to date data was used and the most conservative approach was taken. Some key updates include:

- Population Projections updated based off 2022 value of 31,253 from the City's 2022 Validated Water Audit.
- Imported Water purchased in 2023 was 1,000 AF, and is projected to increase to 1,250 AF in 2024, 1,500 AF in 2030, 2,000 AF in 2035, and 2,500 AF in 2045 (**Table 6**).

- It is anticipated that Recycled Water will begin entering the City's distribution system beginning in 2035, as shown in **Table 7**. This additional supply will most likely supplement the Landscape Irrigation (Potable and Non-Potable) sector with 1,245 AF in 2035 and will increase to 2,307 AF by 2040, where it will remain until further developments are made.

    i. Based off the Butterfield Specific Plan ("Atwell" Project), Recycled Water may be used at the Development. However, a quantified value was not given and not enough information is available at this time to determine an amount. Therefore, this WSV will conservatively exclude Recycled Water use that will specifically supplement the Development's Projected Water Demand.

    ii. The 2018 IMP projected that the Atwell Project would use approximately 864 AF of Recycled Water.

Table 11
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Normal Water Year (AF)

Water Sources	2025	2030	2035	2040	2045
Population					
Water Service Area Population	35,486	42,541	49,596	56,651	63,706
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	217	207	197	187	178
Supply					
Groundwater Pumped (Total)	7,641	7,725	7,766	7,736	7,697
Pumped from Beaumont Basin Storage Account[2]	999	2126	3156	4128	4991
Total Anticipated Use of Supplies *(Estimated Production)*	**8,641**	**9,851**	**10,922**	**11,864**	**12,688**
Total Available Supply[3]	56,840	57,549	55,047	49,063	39,394
Demand					
Total Estimated Demand[1]	**8,641**	**9,851**	**10,922**	**11,864**	**12,688**
Compare to Avg. Demand for Previous 7 Yrs. (7,757 AF)	111%	127%	141%	153%	164%
Supply/Demand Comparison					
Supply-Demand (Difference)	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	48,199	47,698	44,125	37,199	26,706

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = Consumption Rate x Population
   a. Average consumption rate of last 7 years = 224 gallons per capita per day.
   b. Consumption rate in 2016: 204 gpcd.
   c. Consumption rate in 2022: 224 gpcd.
   d. Approximate "passive" savings over past 20 years: 6 gpcd per year.
   e. Projected "passive" savings: 1 gpcd per year = 178 gpcd by 2045.
2. The Beaumont Basin Storage Account at end of 2023 contained approximately 47,650 AF of groundwater.
3. Total Available Supply = [Safe Yield for each Basin (Beaumont Basin's reasonably available volume for that year; Cabazon Basin's maximum reasonably available volume, which takes place in 2045) + Beaumont Basin Storage Account].
   a. Imported water purchased from SGPWA is recharged into the Beaumont Basin, and will be credited to the City in their storage account, allowing for the Reasonably Available Volume to increase. The projections for Imported water purchased is based on the City's recent purchases from SGPWA:
      i. Low of 1,000 AF in 2025
      ii. High of 2,500 AF in 2045

Table 12
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Single Dry Year (AF)

Water Sources	2025	2030	2035	2040	2045
Population					
Water Service Area Population	35,486	42,541	49,596	56,651	63,706
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	217	207	197	187	178
Supply					
Groundwater Pumped (Total)	7,641	7,725	7,766	7,736	7,697
Pumped from Beaumont Basin Storage Account[3]	1,431	2,619	3,702	4,721	5,625
Total Anticipated Use of Supplies *(Estimated Production)*	**9,073**	**10,344**	**11,468**	**12,457**	**13,322**
Total Available Supply[4]	56,077	56,022	50,752	41,945	29,568
Normal Year Supply	8,641	9,851	10,922	11,864	12,688
% of Normal Year	105%	105%	105%	105%	105%
Demand					
Total Dry Demand[1]	**9,073**	**10,344**	**11,468**	**12,457**	**13,322**
Normal Year Demand	8,641	9,851	10,922	11,864	12,688
% of Normal Year	105%	105%	105%	105%	105%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	47,004	45,678	39,284	29,488	16,246

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Single Dry Year Increase of 105%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during a Single Dry Year will be 236 AF.
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 13
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2023-2027) (AF)

Water Sources	2023	2024	2025	2026	2027
Population					
Water Service Area Population	32,664	34,075	35,486	36,897	38,308
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	222	220	217	215	213
Supply					
Groundwater Pumped (Total)	7,641	7,641	7,641	7,641	7,641
Pumped from Beaumont Basin Storage Account[3]	999	1,410	1,172	1,431	1,684
Total Anticipated Use of Supplies ***(Estimated Production)***	**8,641**	**9,052**	**8,814**	**9,072**	**9,325**
Total Available Supply[4]	56,840	57,494	56,320	55,383	54,897
Normal Year Supply	8,641	8,641	8,641	9,851	9,851
% of Normal Year	100%	105%	102%	92%	95%
Demand					
Total Dry Demand[1]	**8,521**	**9,052**	**8,814**	**9,072**	**9,325**
Normal Year Demand	8,115	8,381	8,641	8,895	9,142
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	120	0	0	0	0
Supply/Demand (%)	101%	100%	100%	100%	100%
Available Leftover Supply Capacity	48,319	48,562	47,506	46,311	45,572

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 14
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2028-2032) (AF)

Water Sources	2028	2029	2030	2031	2032
Population					
Water Service Area Population	39,719	41,130	42,541	43,952	45,363
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	211	209	207	205	203
Supply					
Groundwater Pumped (Total)	7,641	7,641	7,725	7,725	7,725
Pumped from Beaumont Basin Storage Account[3]	2,212	2,749	2,323	2,553	2,777
Total Anticipated Use of Supplies ***(Estimated Production)***	**9,854**	**10,390**	**10,048**	**10,277**	**10,501**
Total Available Supply[4]	57,549	56,990	54,477	52,390	50,782
Normal Year Supply	9,851	9,851	10,922	10,922	10,922
% of Normal Year	100%	105%	92%	94%	96%
Demand					
Total Dry Demand[1]	**9,854**	**10,390**	**10,048**	**10,277**	**10,501**
Normal Year Demand	9,384	9,620	9,851	10,076	10,295
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	47,695	46,599	44,429	42,112	40,280

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 15
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2033-2037) (AF)

Water Sources	2033	2034	2035	2036	2037
Population					
Water Service Area Population	46,774	48,185	49,596	51,007	52,418
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	201	199	197	195	193
Supply					
Groundwater Pumped (Total)	7,725	7,725	7,766	7,766	7,766
Pumped from Beaumont Basin Storage Account[3]	3,310	3,851	3,375	3,577	3,774
Total Anticipated Use of Supplies *(Estimated Production)*	**11,035**	**11,576**	**11,140**	**11,343**	**11,540**
Total Available Supply[4]	55,047	53,390	49,775	46,636	44,004
Normal Year Supply	10,922	10,922	11,864	11,864	11,864
% of Normal Year	101%	106%	94%	96%	97%
Demand					
Total Dry Demand[1]	**11,035**	**11,576**	**11,140**	**11,343**	**11,540**
Normal Year Demand	10,510	10,718	10,922	11,120	11,314
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	44,012	41,814	38,634	35,293	32,464

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 16
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2038-2042) (AF)

Water Sources	2038	2039	2040	2041	2042
Population					
Water Service Area Population	53,829	55,240	56,651	58,062	59,473
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	191	189	187	185	183
Supply					
Groundwater Pumped (Total)	7,766	7,766	7,736	7,736	7,736
Pumped from Beaumont Basin Storage Account[3]	4,311	4,855	4,365	4,542	4,715
Total Anticipated Use of Supplies ***(Estimated Production)***	**12,077**	**12,620**	**12,101**	**12,279**	**12,451**
Total Available Supply[4]	49,063	46,405	41,787	37,658	34,060
Normal Year Supply	11,864	11,864	12,688	12,688	12,688
% of Normal Year	102%	106%	95%	97%	98%
Demand					
Total Dry Demand[1]	**12,077**	**12,620**	**12,101**	**12,279**	**12,451**
Normal Year Demand	11,502	11,685	11,864	12,038	12,207
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	36,986	33,785	29,685	25,379	21,609

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 17
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2043-2047) (AF)

Water Sources	2043	2044	2045	2046	2047
Population					
Water Service Area Population	60,884	62,295	63,706	65,117	66,528
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	181	180	178	176	174
Supply					
Groundwater Pumped (Total)	7,736	7,736	7,697	7,697	7,697
Pumped from Beaumont Basin Storage Account[3]	5,254	5,798	5,245	5,399	5,549
Total Anticipated Use of Supplies ***(Estimated Production)***	**12,990**	**13,535**	**12,941**	**13,096**	**13,246**
Total Available Supply[4]	39,394	35,793	30,231	25,222	20,768
Normal Year Supply	12,688	12,688	12,688	12,688	12,688
% of Normal Year	102%	107%	102%	103%	104%
Demand					
Total Dry Demand[1]	**12,990**	**13,535**	**12,941**	**13,096**	**13,246**
Normal Year Demand	12,372	12,532	12,688	12,839	12,986
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	26,403	22,258	17,289	12,126	7,522

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

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Section 6: Water-Use Efficiency Strategies

The City of Banning is committed to implementing water conservation programs and encourages its customers to conserve water whenever possible. This year (2024) the City became a member of the California Water Efficiency Partnership (CalWEP). The City continues to implement the seven (7) categories of conservation measures as described in the CalWEP Memorandum of Understanding (MOU). The City of Banning is committed to implementing water conservation programs and encourages its customers to conserve water whenever possible.

6.1 DEVELOPMENT CONSERVATION MEASURES

As outlined in UWMP Chapter 9 - Conservation Measures, the following demand measures are applicable to the Development:

- City Ordinance No. 1039 was adopted by the City Council in 1991, prohibiting the waste of water. Ordinance No. 1039 describes actions that are considered a waste of water and the subsequent penalties if a violation were to occur.

- In 1998, this Ordinance was incorporated into City Ordinance No. 1231. In 2006, Assembly Bill No. 1881 was passed, requiring local agencies, beginning January 1, 2010, to adopt a model water efficiency landscape ordinance that is at least as effective as the State's model water efficiency landscape ordinance. The City Council adopted Resolution No. 2010-06 on January 26, 2010 to meet this requirement.

- The City adopted Ordinance No. 1489 pertaining to drought water conservation. This ordinance sets forth mandatory prohibitions and additional restrictions on water use during drought conditions to comply with the executive orders issued by Governor Brown pertaining to the declared drought emergency and with the emergency water conservation regulations promulgated by the State Water Resources Control Board.

- All of the City's water service connections, for all customer sectors, are metered. Additionally, the City has installed dedicated landscape irrigation meters for Sun Lakes Country Club, Caltrans, the City park system, and City school district facilities. The City will continue to meter all new water service connections.

- The City has a three (3)-tiered increasing rate structure that applies to all customers. The City is currently investigating the potential of a fixed or drive-by Automatic Meter Read (AMR) system that allows the City to monitor each individual customer account for water conservation.

- The City has initiated several water conservation programs to educate its water service customers in regard to various approaches to conserve water. At City Hall, water conservation pamphlets are displayed year-round as well as at public citywide events.

- As part of the City's normal operations, the City repairs major leaks to the distribution system as soon as possible after they are discovered. Further, under the City's capital improvement plan, old leaking pipes are continually being replaced.

The City's average consumption rate for the past 7 years is calculated to **be 224 gallons per capita per day (GPCD)**, which demonstrates that the City has met its interim urban water use target of **284 GPCD** as well as the 2020 target of **252 GPCD**. The City can maintain its consumption rates and future targets by continuing to focus on water conservation.

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Section 7: Water Supply Verification

The Atwell Specific Plan Phase 2B Development has a total project area of **119.9 acres** and will consist of 530 single-family residential lots, six (6) parking lots, 26 open space and lettered (unassigned) lots, private common driveways, and public streets, all within the Atwell Project (formerly "Butterfield Specific Plan"). The Development is located in the westerly portion of the City, as shown in **Figure 1**. According to **Section 2**, the projected water demand coming from the proposed Phase 2B Development is approximately **298 AFY**. This demand was accounted for in the 2020 UWMP and 2018 IMP Population Projections.

This WSV reviewed and analyzed supply and demand data for the years subsequent to the 2020 UWMP and prior to this WSV (2021 through 2023). Based on the supply vs demand **Tables 11 through 17** in **Section 5**, the City can expect to meet future demands for all climate conditions through 2045, including the proposed Development.

7.1 CONCLUSION AND RECOMMENDATIONS

The overall Atwell Project remaining phasing plan proposes four (4) future development phases with potential sub-phases. It is expected that individual WSV Reports will be provided for each subsequent phase of the project. Build-out conditions in the City will likely occur over an estimated total duration of 30-years. Market conditions will dictate this pace and it is likely that build-out will occur at a slower pace.

Notwithstanding, the overall Atwell Project's expected water demand is within the 2020 UWMP's total projected water supply availability and demand during normal, single dry, and multiple dry water years for the next 20-25 years. Therefore, there will be adequate supplies to meet the projected water demand associated with the overall Atwell Project, in addition to the other existing and projected water demands in the City.

This Phase 2B WSV shall be adopted by City Council via resolution. City staff shall prepare a staff report detailing the efforts made in preparing this WSV. The City will also prepare a "Will Serve Letter", which will declare that the City will provide a water service connection(s) to the proposed Project. The Will Serve Letter will be issued upon payment of all fees by the Developer.

Should the construction of the proposed Project be delayed, it is recommended that this WSV be reviewed every five (5) years prior to construction, to verify that the City will have capacity to serve the Project.

Appendix A: Council Resolution Adopting Water Supply Verification

Water Supply Verification – Atwell Specific Plan Phase 2B

Appendix B: Excerpts from 2020 Urban Water Management Plan

Water Supply Verification – Atwell Specific Plan Phase 2B

2.3.3 Recent Developments

The City has experienced very substantial developments in recent years. Recent or planned developments are shown on **Figure 2.5**. Some of these developments are listed in **Table 2.2**:

Table 2.2
Recent Developments in City of Banning
(Since 2015 UWMP)

No.	Development
1	Banning Distribution Center*
2	Mountain Ave. Baptist School (Expansion of existing private school and installation of five modular building)
3	Inland Behavioral Health Services
4	ESTES Trucking Terminal*
5	West Coast Electric*
6	Cruz Industrial Truck Inc.
7	O'Reilly's Auto Parts*
8	Taco Bell
Tot.	**Eight (8) Developments**

**Pending or Under Construction*

2.3.4 Planned Developments

Currently, there are two (2) significant developments planned within the City's water service area, as described below. Final subdivision maps prepared for the two projects will comply with the provisions of CA Government Code Section 66473.7.

Atwell (Formerly "Butterfield")

The Atwell Specific Plan is a master planned community project that encompasses 1,543 acres and includes approximately 4,900 residential dwelling units, two elementary schools, two commercial sites, and community parks and trails. The project will be constructed in five phases over an estimated period of 30 years. **Figure 2.1** shows some of the developments currently being constructed.



Figure 2.1: Atwell Development

A project-specific water supply assessment (WSA), titled Water Supply Assessment for Atwell Specific Plan, Issued June 2011 with the Draft EIR, Modified December 2011 by Section 4.1 of the Final EIR, was prepared to determine the adequacy of existing and future water supplies to serve the project.

The Environmental Impact Report (EIR) for Atwell, which includes an analysis of water supply supported by the project specific WSA cited above, has been approved by City Council.

Tri Pointe Homes (formerly known as Pardee Homes), the home builder responsible for the new development, has stated that escrow was closed on 83 homes in 2020. They are projecting 392 escrow closings by year end of 2021, bringing the total number of closed homes to 475. They are projecting 316 escrow closings in 2022, bringing the total number of homes occupied by new buyers to 791.

Rancho San Gorgonio

The Rancho San Gorgonio Specific Plan (Rancho San Gorgonio) is a master planned community project that encompasses approximately 831 acres and includes up to 3,385 residential dwelling units, almost 49 acres of neighborhood and community parks, over 160 acres of paseos and open space, and approximately 81 acres of right-of-way and utility easements. The project is anticipated to be constructed in six phases over a period of 18 years. This period is likely to be extended due to varying economic factors.

A project-specific WSA was prepared for Rancho San Gorgonio, titled Water Supply Assessment Rancho San Gorgonio Specific Plan, by Madole & Associates, Inc. and Encompass Associates, Inc., in 2015.

The Draft EIR for Rancho San Gorgonio analyzes water supply supported by the project-specific WSA cited above. Both the EIR and WSA have been completed and approved by the City Council.

2.4 CLIMATE

The City is located within the San Gorgonio Pass, which is a transitional zone where coastal climates transition to desert, resulting in significantly differing landscape and geology. The climate can best be characterized by hot, dry summers and short, mild winters. The region receives an average annual rainfall of approximately 19.7 inches, most of which takes place between December and March. Evapotranspiration (ETo) in the area ranges from 7.88 inches in July to 1.94 inches in December.

As the State of California and the Riverside County region has undergone a several-year drought, rainfall has been much lower in the City. Southern California is also expected to be in a moderate La Nina year for 2021. Recent ETo and rainfall for the City is listed in **Table 2.3**:

Table 3.2

Imported Water Supply 2015 to 2020
(Purchases of SWP water from SGPWA)

Year	Purchases (AF)
2015	686
2016	1,477
2017	1,350
2018	500
2019	250
2020	250
Average:	**752**
2010-2015 Avg. (2015 UWMP)	**847**

Although the City purchases imported water, this water is used solely for recharge of the Beaumont Basin. None of the water purchased is supplied directly to the City's customers. The amount of imported water available to the City for groundwater recharge is dependent on SGPWA's available supply from the SWP. According to the water supply contract between DWR and the SGPWA, SGPWA's maximum annual entitlement from the SWP is 17,300 AFY. Under shortage conditions, SGPWA could limit volumes by implementing SGPWA's Water Shortage Contingency Plan (WSCP).

The SGPWA also has a financial plan in place to obtain additional supplies necessary to meet projected demands within its service area. Sources include the dry-year water purchase program, exchanges with the Crestline-Lake Arrowhead Water Agency (CLAWA), and other supplemental water as available. The SGPWA is expected to purchase additional supplies by 2020 to meet demands.

3.4 GROUNDWATER SOURCES

The City is within the boundaries of the Coachella Valley Hydrologic Unit, which encompasses several groundwater basins, including the Coachella Valley Groundwater Basin (Basin), within which the City is located. The Basin is underlain by several large subbasins, the boundaries of which are mostly defined by fault lines that restrict the lateral flow of water. The Basin extends from Banning easterly to the Salton Sea.

The City is underlain by the San Gorgonio Pass Subbasin (SGP Subbasin) portion of the Basin per **Figure 3.7** on the following page. The SGP Subbasin is divided into water storage units (also colloquially termed "basins"), as depicted in **Figure 3.8**. The City extracts groundwater from the West Banning Storage Unit (formerly known as the Banning Storage Unit), the Banning Bench Storage Unit, the Cabazon Storage Unit (formerly known as the East Banning Storage Unit), the Beaumont Storage Unit, and the Banning Water Canyon Storage Unit, as shown in **DWR Submittal Table 6-1** in **Appendix E**. The storage unit boundaries have been defined in a 2006 USGS report

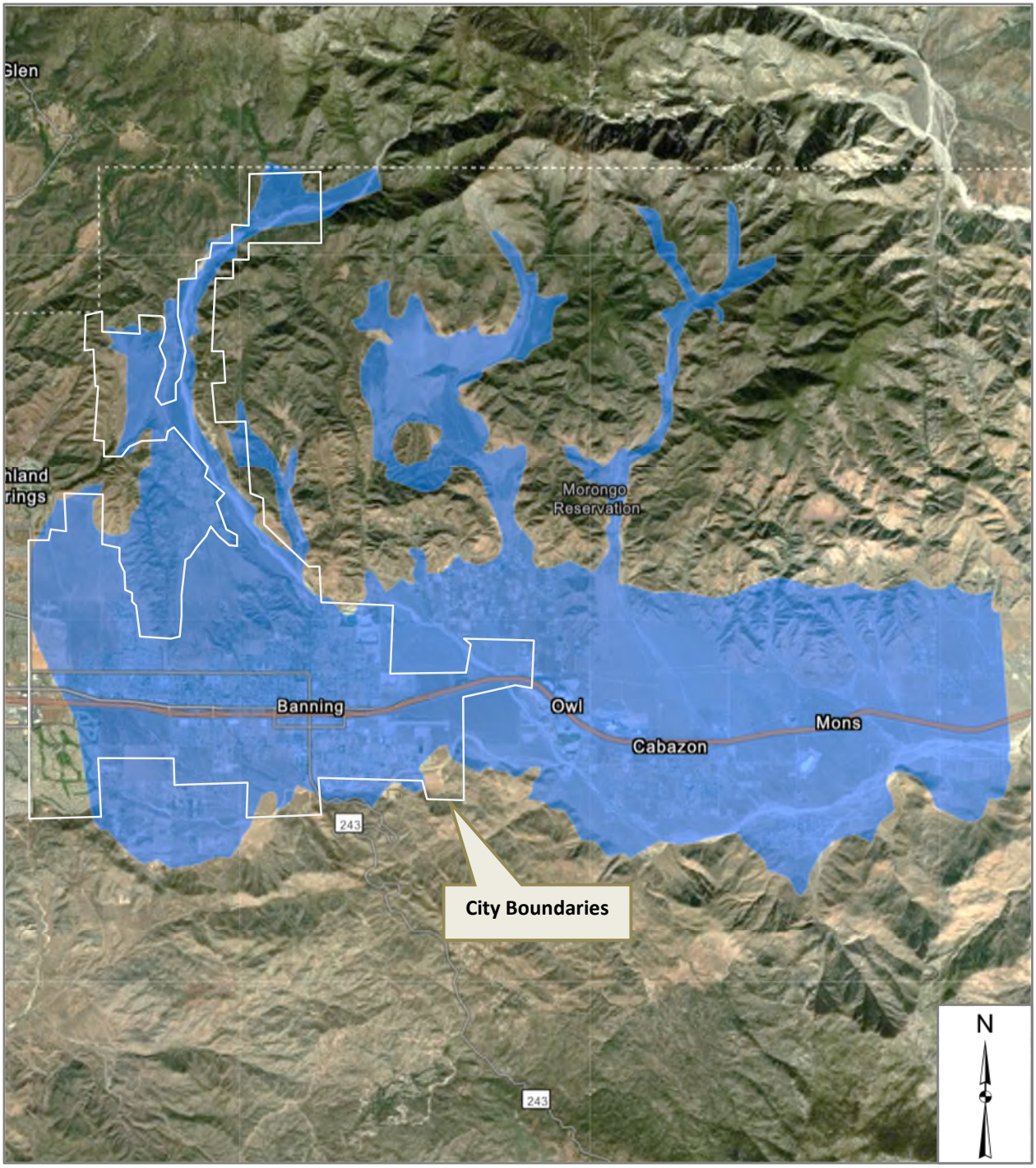

Figure 3.7: San Gorgonio Pass Groundwater Basin

on Groundwater Hydrology, in the San Gorgonio Pass Area *(Scientific Investigations Report 2006-5026)*, prepared by USGS in cooperation with the SGPWA, dated 2006. Since this report, DWR, SGPWA, and the City have refined the details of these storage units.

Groundwater recharge in the area results from precipitation infiltrating into the ground within the surface water catchments and particularly in the canyons north of the City. An additional source of recharge is subsurface inflow (also referred to as underflow) from storage unit to storage unit, infiltration of Whitewater River diversions in the Banning Water Canyon, and from percolation of treated wastewater into the Cabazon Storage Unit. The Banning Water Canyon area receives water from the percolation of canyon flows through the gravelly soils of the canyon bottom. The San Gorgonio River running southerly through the Banning Water Canyon provides intake areas for distributing water to spreading ditches that interconnect with spreading ponds located approximately one mile north of the Banning Bench to enhance percolation.

A hydrogeological study was conducted by Geoscience to determine the maximum perennial yield of the groundwater storage units in the vicinity and to determine the anticipated future available water supply from the Beaumont Storage Unit, West Banning Storage Unit, Banning Bench Storage Unit, Cabazon Storage Unit, and Banning Water Canyon Storage Unit. The findings of the study are set forth in the report by Geoscience, titled *Maximum Perennial Yield Estimates for the Banning and Cabazon Storage Units*, and Available Water Supply from the Beaumont Basin, dated March 29, 2011 (herein referred to as the Geoscience Report). The individual basin safe yields and projected groundwater production (from each basin) are included in **Table 3.4** of this Section and in **Appendix E** as **DWR Submittal Table 6-9** (Projected Water Supplies).

3.4.1 Beaumont Basin (Storage Unit)

The Beaumont Storage Unit (also referred to as the Beaumont Basin) is located primarily in the City of Beaumont, with some portions located within Banning, Calimesa, and Cherry Valley, as depicted in **Figure 3.8**. The Beaumont Storage Unit covers approximately 12,480 acres (19.5 square miles). The City operates four (4) groundwater production wells, namely Wells C2, C3, C4, and M3, within the Beaumont Basin. The City also maintains an additional, non-operating well in the Beaumont Basin (Well M9). The 4 active wells have a combined nominal capacity of 4,650 gallons per minute (gpm). The City also co-owns with BCVWD three additional

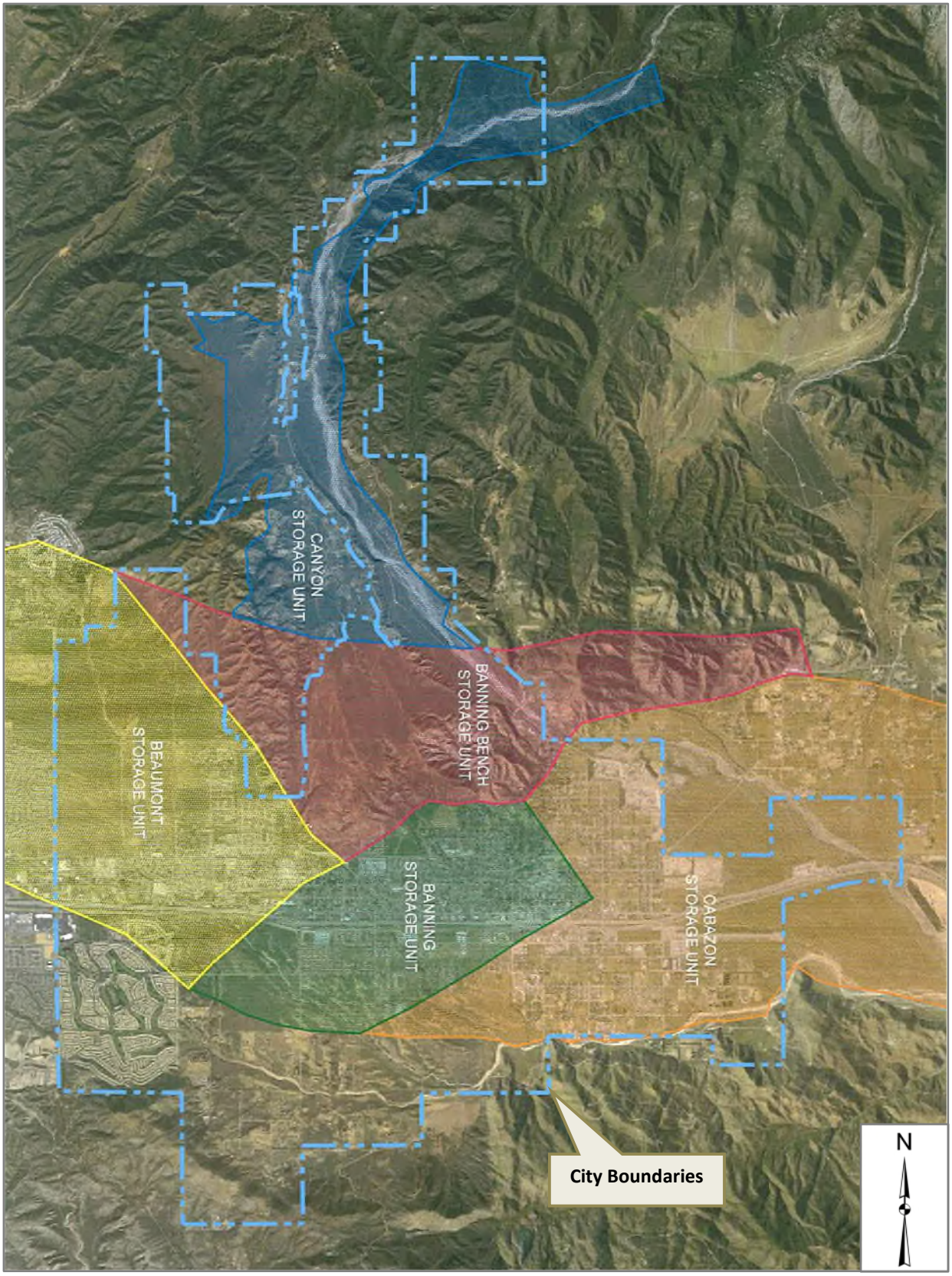

Figure 3.8: Groundwater Basins in the City (Subbasins of San Gorgonio Pass Basin)

groundwater production wells (Wells 24, 25, and 26), with a combined nominal capacity of 6,800 gpm, of which half is allotted to the City. Therefore, the City's total nominal pumping capacity in the Beaumont Basin is 8,050 gpm. The forementioned Wells in the Beaumont Basin are shown in **Figure 3.9**.

The Beaumont Basin is an adjudicated basin pursuant to the *Stipulation for Entry of Judgment Adjudicating Groundwater Rights in the Beaumont Basin* (the Judgment), a copy of which is included in **Appendix L** of this Plan. Pursuant to the Judgment, the Court appointed a five-member Watermaster Committee, consisting of members from each of the five member agencies, which include the Cities of Banning and Beaumont, Beaumont-Cherry Valley Water District, South Mesa Water Company, and Yucaipa Valley Water District.

The Beaumont Basin is the only adjudicated storage unit within the San Gorgonio Pass Basin

The safe yield of the Beaumont Basin was initially established at 8,650 AF/yr, to be distributed among the appropriators. The safe yield is to be reevaluated at least once every ten years. Based on the 2013 *Reevaluation of the Beaumont Basin Safe Yield*, dated April 3, 2015, the safe yield was determined to be 6,700 AF/yr.

Based on a description of the Judgment included in the Beaumont Basin Watermaster 2019 Annual Report Draft, dated December 2020 (referred to herein as the 2019 Watermaster Report), a controlled overdraft (also referred to as temporary surplus) was created to allow the appropriators to extract from the Beaumont Basin, during the first ten years after adoption of the Judgment, a maximum of 16,000 AF/yr. The temporary surplus was divided among the appropriators, with City of Banning receiving 31.43 percent (or 5,029 AF/yr).

After the first 10 years of operation ended in 2014, appropriators no longer receive the temporary surplus and are permitted to extract only the amount each has in storage or credited to them. At the end of calendar year 2019, the City had approximately 51,917.9 AF in its storage account, based on the 2019 Watermaster Report. City of Banning is permitted to store up to 80,000 AF in the Beaumont Basin.

On an annual basis, the Watermaster determines the amount of groundwater to which each producer is entitled from the Beaumont Basin without incurring a replenishment obligation. City of Banning is entitled to 31.43% of the unused production in the Beaumont Basin. Quantities to which the City is entitled but does not pump can be credited to the City's storage account.

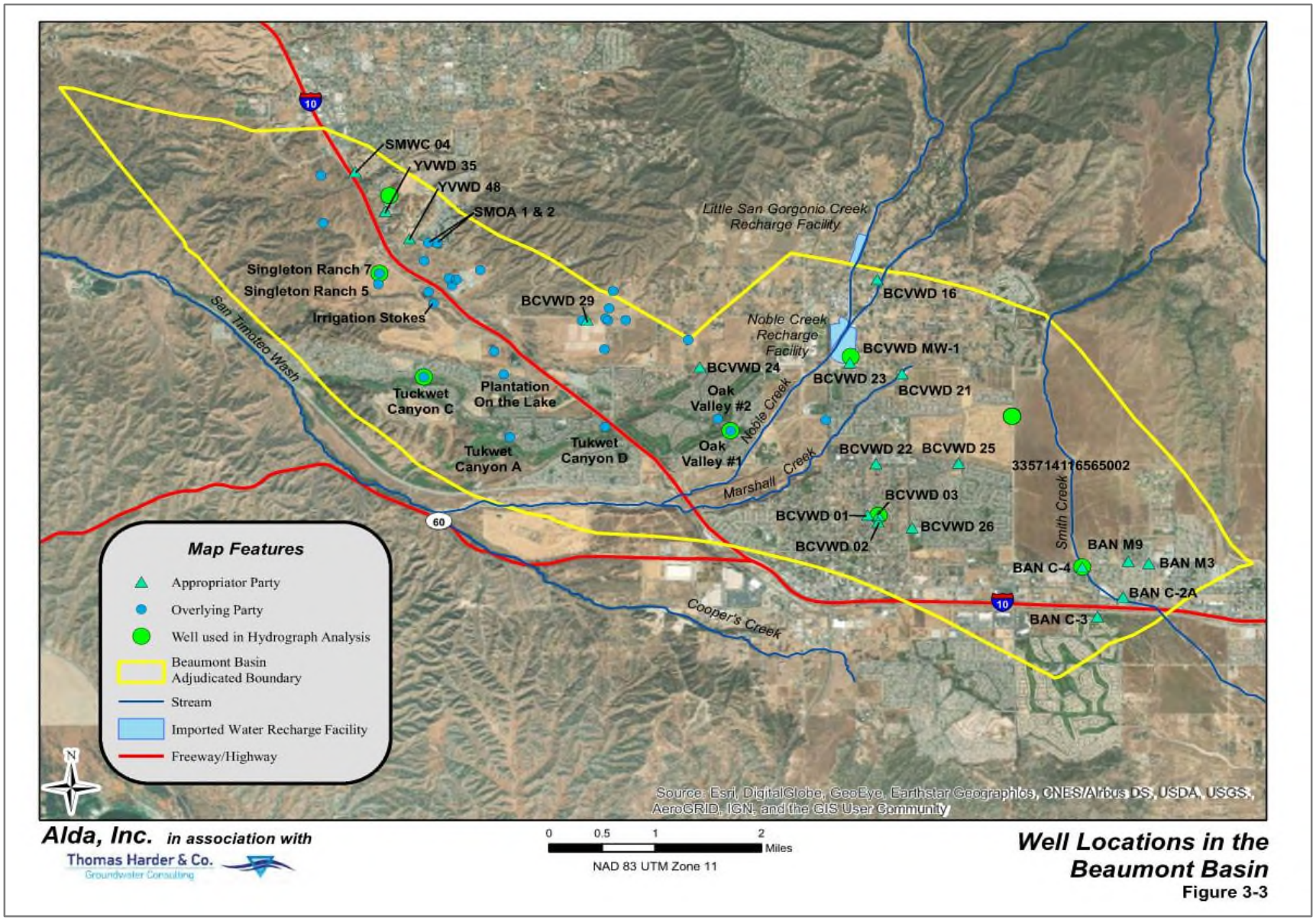

Figure 3.9: Well Locations in the Beaumont Basin



Figure 3.10: Spreading Grounds at WWTP

3.4.2 West Banning Storage

The West Banning Storage Unit lies south of the Banning Bench Storage Unit and east of the Beaumont Storage Unit, as depicted on **Figure 3.8**. The total surface area of the West Banning Storage Unit is approximately 2,489 acres (3.9 square miles). The area is underlain by alluvial sediments, with bedrock occurring to the north in the San Bernardino Mountains. The City currently operates four (4) groundwater production wells within the West Banning Storage Unit, namely C5, M7, M10, and M11. The City lost Well M-12 within the basin, due to a cave-in, but is currently looking into redrilling.

3.4.3 Cabazon Storage Unit

The Cabazon Storage Unit is located near the eastern boundary of the City, southeast of the West Banning Storage Unit and the Banning Bench Storage Unit, as depicted on **Figure 3.8**. The Cabazon Storage Unit encompasses a surface area of approximately 17,215 acres (26.9 square miles). The City currently operates one (1) groundwater production well in the Cabazon Storage Unit, namely Well C6, with a nominal pumping capacity of 900 gpm.

Additional groundwater can be produced from the Cabazon Storage Unit. A water balance prepared for the Cabazon Storage Unit, as described in the Geoscience Report, determined that a positive change in storage has occurred as a result of inflow and outflow factors, including effluent from the Wastewater Treatment Plant (WWTP) percolated from the adjacent spreading grounds (**Figure 3.10** above). Therefore, future projections of available water from

the Cabazon Storage Unit assume that all inflow and outflow values remain the same, with the exception of treated wastewater applied to the basin.

For purposes of projecting Cabazon water supplies into the future, inflow of recycled water increases in time to account for the increase of wastewater generated by an increase in population over time, and this recycled water will be percolated into the Cabazon Storage Unit. Once the Phase I expansion of the WWTP is completed, approximately 1,680 AF/yr of recycled water will be used for irrigation purposes and will no longer be applied to the Cabazon Storage Unit for direct percolation. Well NP-1 is an offline non-potable well that is near the City's WWTP. It was drilled more than 20 years ago, but was never equipped to produce groundwater. There are plans to equip it in the near future and use it prior to the completion of the WWTP expansion. Once the Title 22 improvements at the WWTP are completed, Well NP-1 will serve as a backup and will be used sparingly to help the City meet peak irrigation demands.

3.4.4 Banning Bench Storage Unit

The Banning Bench Storage Unit is located to the north of the West Banning Storage Unit, as shown in **Figure 3.8.** The total surface area of the Banning Bench Storage Unit is approximately 3,573 acres (5.9 square miles). The City currently operates three (3) groundwater production wells within the Banning Bench Storage Unit, namely Wells 1, 2, and 3, with a combined nominal pumping capacity of 3,650 gpm.

3.4.5 Banning Water Canyon Storage Unit

The Banning Water Canyon Storage Unit is located north of the Banning Bench Storage Unit, as depicted in **Figure 3.8.** The total surface area of the Banning Water Canyon Storage Unit is approximately 1,058 acres (1.7 square miles). The canyon bottom comprises alluvium, and the canyon sides are bedrock. The City currently operates eight (8) groundwater production wells within the Banning Water Canyon Storage Unit, namely Wells 4, 5, 7, 8, 9, 10, 11, and 12, with a combined nominal pumping capacity of 8,600 gpm.

Additional recharge occurs in the Banning Water Canyon Storage Unit through the diversion of Whitewater River drainage into Banning Water Canyon. The diverted water flows along steep mountain slopes for approximately 14 miles in a mostly concrete lined conveyance system known as the Whitewater Flume. The Whitewater Flume is described in more detail in **Section 3.6**.

3.5 GROUNDWATER PRODUCTION

All wells within the City's service area are equipped with a flowmeter to measure water production. Water production is

recorded monthly by City water staff and reported annually to DWR. Over the past five years of operation, groundwater extraction has averaged 7,513 AFY. **Table 3.3** displays the City's groundwater supplies for years 2015 to 2020.

Table 3.3
Groundwater-Production

Year	Production (AF)
2015	6,723
2016	7,035
2017	7,576
2018	7,924
2019	7,226
2020	8,596
Average	**7,513**
2010-2015 Avg. (2015 UWMP)	**8,246**

Due to the City's increase in population since 2015, the rebounding effects of the mandatory declaration period, and an abnormally dry 2020, groundwater pumping has increased.

3.5.1 Projected Groundwater Supplies

Currently, the City does not utilize the entire capacity of all of its storage units (subbasins). The maximum annual amount pumped by the City in the past 10 years is just under 9,000 AF. Due to the projected developments, the City expects pumping to increase by 25% within 10 years and over 50% by the end of this UWMP planning period (2045). The pumping capacity of the City's twenty-three (23) wells, including the City's co-owned wells with BCVWD, is just over 14,000 AFY. However, this mechanical pumping capacity is actually limited to the safe yields and/or the adjudicated rights of the subbasins. As noted, in some of the subbasins, the City does not maximize groundwater resources (i.e. Cabazon Unit). Therefore, the City will be establishing new groundwater resources to meet projected demands. In the interim, the City will need to supplement their current allowable pumping capacity by dipping into their Beaumont Basin storage account while the City locates and drills new wells. This will create new resources or establish redundancy in existing resources in order to meet water demands under built-out conditions. **Table 3.4** below shows the City's projected water supplies and available volumes. These values are also reflected in **DWR Submittal Table 6.9** in **Appendix E.**

Table 3.4
Projected Water Supply Availability (AF)

Year	2025	2030	2035	2040	2045
Basin	**Projected (Available)**	**Projected (Available)**	**Projected (Available)**	**Projected (Available)**	**Projected (Available)**
Beaumont Basin	1,491	1,267	1,077	916	778
	(6,700)	(6,700)	(6,700)	(6,700)	(6,700)
West Banning Basin	1,430	1,430	1,430	1,430	1,430
	(1,430)	(1,430)	(1,430)	(1,430)	(1,430)
Cabazon Basin	853	960	1,054	1,136	1,208
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Banning Bench	1,055	1,187	1,304	1,330	1,330
	(1,330)	(1,330)	(1,330)	(1,330)	(1,330)
Banning Water Canyon	3,679	3,730	3,730	3,730	3,730
	(3,730)	(3,730)	(3,730)	(3,730)	(3,730)
Imported Recharge	250	500	1,000	1,750	2,500
WWTP Recharge (Recycled Water)	1,067	1,107	2,491	2,491	2,491
Additional Supply from Storage	999	2,126	3,156	4,128	4,991
Total Available Supply	63,098	59,351	51,220	40,439	28,551
Total Net Storage	47,169	43,422	35,291	24,510	12,622

Note: See notes under **Table 7.1** and notes under **DWR Submittal Table 6.9** in **Appendix E** for a detailed explanation of the volumes above.

To offset dependency on the groundwater supplies listed above, the City intends to begin using recycled water within the next 10 years, as described in **Section 4**.

The City will also continue to benefit indirectly from regional conservation efforts and also through SGPWA's efforts to augment its supplies and improve reservoir storage capacities. **Section 7** discusses reliability issues and compares the City's projected water supply availability to projected demands for normal, dry, and multiple dry years through 2045.

3.6 SURFACE WATER

The Whitewater Flume was built to provide water and power to the City and Banning Heights Mutual Water Company (BHWMC). BHWMC utilizes approximately 1,000 AF/yr of the Whitewater River diversions in the Flume (**Figures 3.11 and 3.12**), and the remainder of the diverted water flows into the San Gorgonio River below the Banning Heights Mutual Water Company (BHMWC) extraction point. A portion of the natural runoff and the Whitewater River diversions are diverted into spreading ponds located approximately one mile north of the Banning Bench in order to increase groundwater recharge.

Since 1913, surface water from the Whitewater River has been diverted into the Banning Water Canyon Storage Unit, with an average of 1,500 AF/yr diverted into Banning Water Canyon since 1961. The water flowed within the Whitewater Flume (mentioned above in **Section 3.4.5 Banning Water Canyon Storage Unit**), and then through two hydroelectric power plants.



Figure 3.11: Whitewater Flume System

Due to damage along sections of the Whitewater Flume, surface flow is being diverted into Burnt Canyon to the north, and then back to the Whitewater Flume upstream of Powerhouse No. 1, where it continues downstream through Powerhouse No. 2 to an above ground reservoir operated by Banning Heights Mutual Water Company (BHMWC). The remaining water flows to the San Gorgonio River, where it recharges the Banning Water Canyon Storage Unit.

In June of 2010, Southern California Edison (SCE), the City of Banning, BHMWC and the SGPWA entered into an "Agreement for

Transfer of San Gorgonio Hydroelectric Project No. 344 Water Conveyance Facilities" which determined that SCE would restore and repair the facilities and transfer ownership to the City and BHMWC.



Figure 3.12: Whitewater Flume System

In average years the Whitewater Flume provides direct water use to the Banning Heights Mutual Water Company, and the rest goes to recharging the groundwater basins, which the City can then pump from as groundwater. A lot of recharged water is received during the Spring.

The Apple Fire of 2020 encompassed the entire Whitewater Flume structure. As of April 2021, the Whitewater Flume remains damaged and unable to deliver water to BHMWC and the City of Banning. SCE, BHMWC, and the City are working together to get the system back in operation as quickly as possible. Southern California Edison currently owns the Whitewater Flume system.

The City of Banning plans to conserve stormwater flows from tributary creeks within its service area by allowing water to percolate into the ground. A preliminary evaluation by the City indicated that a portion of stormwater flows from creeks in the area could be conserved as "new" water to meet future needs. The Atwell Development (previously known as Butterfield) includes design features that are estimated to capture and recharge approximately 1,370 AF/yr of stormwater flows from Smith Creek. The Rancho San Gorgonio Specific Plan includes design features that are estimated to capture and recharge approximately 199 AF/yr of stormwater at full buildout.

3.7 ALTERNATE WATER SOURCES

This section provides an overview of alternative water sources (non-potable supplemental supplies) and their potential uses. Alternative water sources include recycled water or greywater. A more detailed look into recycled stormwater is found in **Section 4**.

3.7.1 Greywater

Greywater systems have been used in California to provide a source of water supply for subsurface irrigation and also as

a means to reduce overall water use. Greywater consists of water discharged from sinks, bathtubs, dishwashers, and washing machines. Greywater systems consist of an underground tank and pumping system. Greywater is currently legal for subsurface irrigation in the State of California; however, strict regulations and high installation costs have impeded installation of professional greywater systems and have the unintended consequence of undocumented and noncompliant use of greywater. An example of a Greywater System is shown below in **Figure 3.13**.

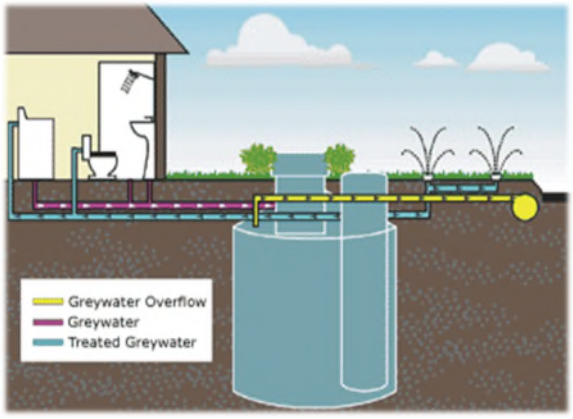

Figure 3.13: Greywater System

The City does not currently have a formal program in place to support greywater use. However, the promotion of greywater systems as a means to reduce the City's overall water use is not recommended since the use of greywater is currently limited to subsurface irrigation and therefore the overall service area-wide reduction in water use (in AF) would be minimal at best. Additionally, any water diverted to greywater systems would no longer be available to be treated into recycled water.

3.8 TRANSFERS OR EXCHANGES

The City's rights to annual groundwater extraction are shown on **DWR Submittal Table 6-9** of **Appendix E**. In light of pending housing growth, this table indicates that preservation of the City's groundwater supplies is imperative for the City. Thus, the leasing of groundwater rights is not feasible for the City. Other than the sale of water to High Valleys Water District, and occasionally to BHMWC, the City is not planning to enter into any groundwater transfer or exchange opportunities with other agencies.

The City has one 12-inch interconnection with BCVWD that is capable of transferring water to the City during emergencies. The emergency connection is located at the intersection of Sun Lakes Blvd. & Highland Springs Ave. During the summer of 2020 the City took water from BCVWD through this interconnection because four (4) wells were out of operation. Before this year, the interconnect had not been used since 2008.

3.9 PLANNED SUPPLY PROJECTS

The City continually reviews practices that will provide its customers with adequate and reliable supplies. Trained staff continues to ensure the water quality is



Figure 4.3: City of Banning WWTP and Percolation Ponds

4.3.2 Potential Recycled Water Use

From an engineering standpoint, there are no physical barriers or constraints which would cause the construction of recycled water facilities to be unfeasible. The City is relatively flat within the vicinity of potential recycled water customers. The City currently serves one customer (Sun Lakes Golf Course) with non-potable water from Well M7 and Well M12. Typical annual demand for the Sun Lakes Golf Course is 850 AFY or 0.8 MGD. Since the Sun Lakes Golf Course is located on the westerly end of the City, once the City constructs recycled water pipelines to reach the Sun Lakes Golf Course, other potential customers would be within proximity to receive recycled water. Therefore, construction of recycled water facilities would prove feasible if the funding for recycled water improvements and pipeline infrastructure was covered, at least in-part, by developers, and an agreement was in place for the use of recycled water. The City would then be able to provide recycled water to its customers.

Since the Sun Lakes Golf Course provides the City with existing recycled water demand, other potential users can "tap in" to the proposed recycled water pipeline.

The City's previous 2006 Recycled Water Master Plan identified potential customers across the Interstate 10 Freeway. However, the 2018 IMP indicated that these potential customers were not feasible, due to the difficulty with crossing the 10 Freeway and the railroad tracks, and since there are other potential customers south of the 10 Freeway. The potential recycled water customers are listed in **Table 4.5** below:

Table 4.5
Potential Recycled Water Users

Customer	Recycled Water Demand (AF)
Existing Customers	
Sun Lakes Golf Course	850
Banning High School	175
Dysart Park	87
Lions Park	79
Projected Developments	
Atwell Development	864
Rancho San Gorgonio Development	217
Five Bridges Development	223
Neighborhood Park	35
Total	**2,530**

As noted by **Table 4.5** above, the exception to maintaining only recycled water users below the 10 Freeway would be the Atwell Development (previously known as Butterfield), since this is a relatively large development. In addition, it would be within about a 1-mile distance from the Sun Lakes Golf Course. Assuming the Sun Lakes Golf Course is provided recycled water

service prior to completion of the Atwell Development, the pipeline can be extended to feed the Atwell Development due to the proximity of the pipeline. A recycled water line to the Atwell development may be constructed in the future, but the City does not currently have plans to fund or construct such a project, as reflected in the 2018 Integrated Master Plan.

4.3.3 Recycled Water Alternatives

For the Atwell Development, the City had considered construction of a satellite wastewater treatment facility, but has since moved away from this idea. Instead, Atwell will send all of its sewer discharge to the City's WWTP. However, the City is exploring the option of using excess recycled water (whatever is not used for irrigation) to recharge the West Banning Basin. This would allow the City to make full use of its upgraded treatment capacity.

4.4 ENCOURAGING AND OPTIMIZING RECYCLED WATER USE

Currently, there are no methods in place to encourage the use of recycled water, since recycled water infrastructure has not yet been constructed as of this UWMP. Once the City has the capacity to provide recycle water, then they would consider incentives to encourage and optimize recycled water use. This may include:

- Outreach to general public
- Outreach to potential recycled water customers
- Monitoring, enforcement and training for recycled water use
- Temporary financial incentives, such as free service for the first month

The exact methods will be developed as the City's recycled water system expands. If the City applies for outside funding to construct recycled water infrastructure, the City will need to also secure funding specifically for the purpose of actively promoting recycled water use.

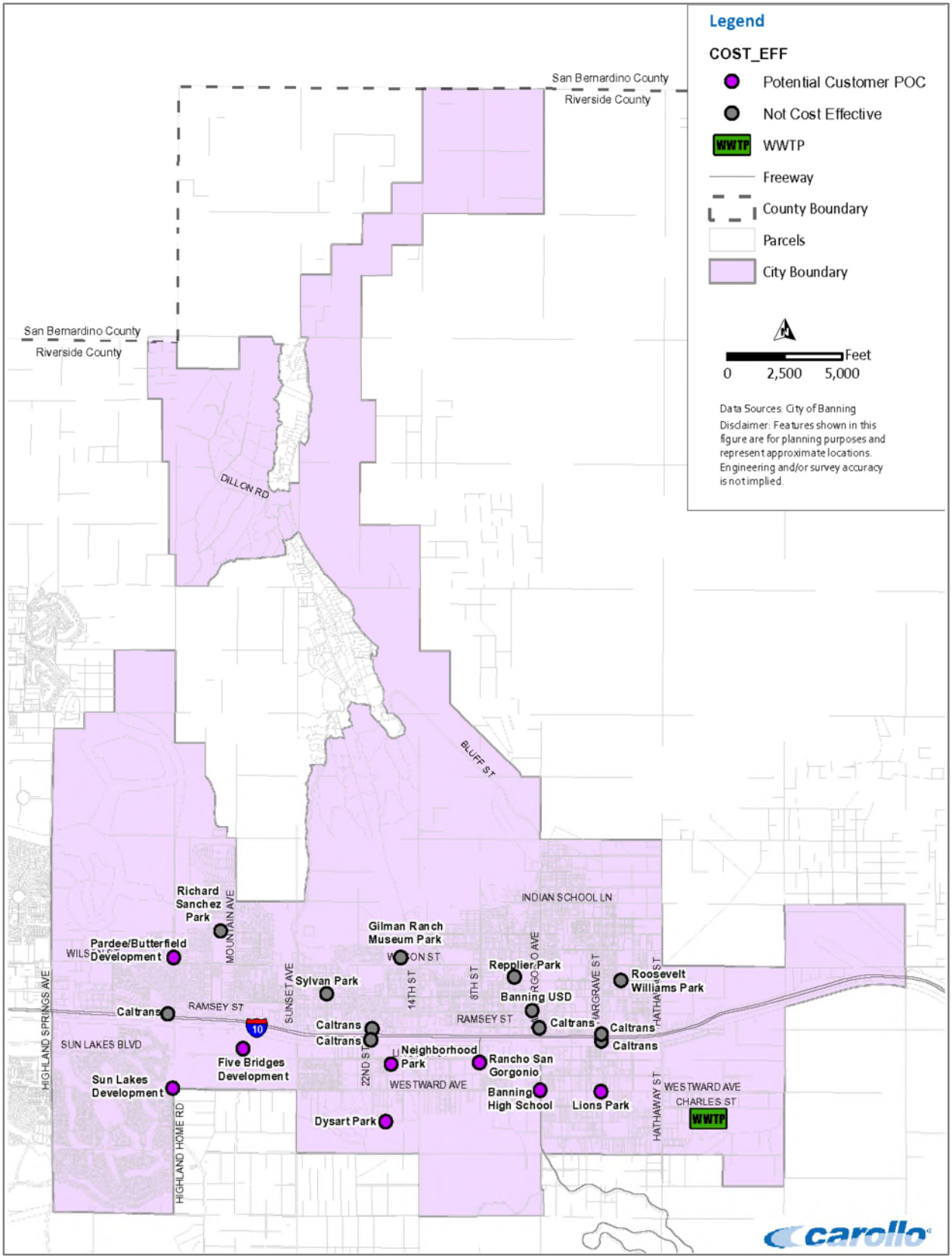

Figure 4.4: City of Banning Potential Recycled Water Customers

responsible manner. Water use priority does not differ based on income level, but is classified by the type of use.

The residential sector projections include projected low-income housing in accordance with the City's Housing Element (http://banning.ca.us/428/Housing-Element). Page 14 of the Housing Element is projecting a total of 1,163 additional low-income housing units to meet the City's Housing Needs Assessment. With an estimated 2.5 persons per unit (or about 0.6 AFY per unit), the City will need an additional 717 AF of water per year to supply water to these projected lower income housing units. These low-income water demands are included in future projections for single family and multi-family homes listed in **Table 6.6** below.

6.8.3 Projected Water Use by Sector

For planning purposes, the City's projected water use for 2025-2045 is broken down by sector in **Table 6.6**. The estimates per sector are based on the ratios of the sectors shown in **Table 6.3** and **Figure 6.4**. **Figure 6.9** on the following page also shows the Projected Water Demand by Sector (in 2045).

Table 6.6
Projected Water Demand by Sector

Sector	2025	2030	2035	2040	2045
Water Service Area Population	38,180	45,235	52,290	59,345	66,400
Consumption Rate (GPCD) *Including 1.0% Annual Passive Savings*	222	211	201	191	181
Demands					
Single Family Residential	4,505	5,071	5,569	6,004	6,382
Multi-Family Residential	92	103	114	123	130
Commercial	2,263	2,548	2,798	3,016	3,206
Industrial	195	220	241	260	276
Institutional/Governmental	26	29	32	35	37
Landscape Irrigation (Potable)*	635	715	785	846	900
Landscape Irrigation ((Non-Potable)	342	385	423	456	484
Total Water Sales:	**8,059**	**9,070**	**9,961**	**10,739**	**11,415**
Unaccounted for Water	1,448	1,630	1,790	1,930	2,052
Total Water Consumption (Total Supply into System):	**9,507**	**10,701**	**11,751**	**12,670**	**13,467**

Note: Some projected potable landscape irrigation demands may be switched to the "non-potable" category when recycled water is available

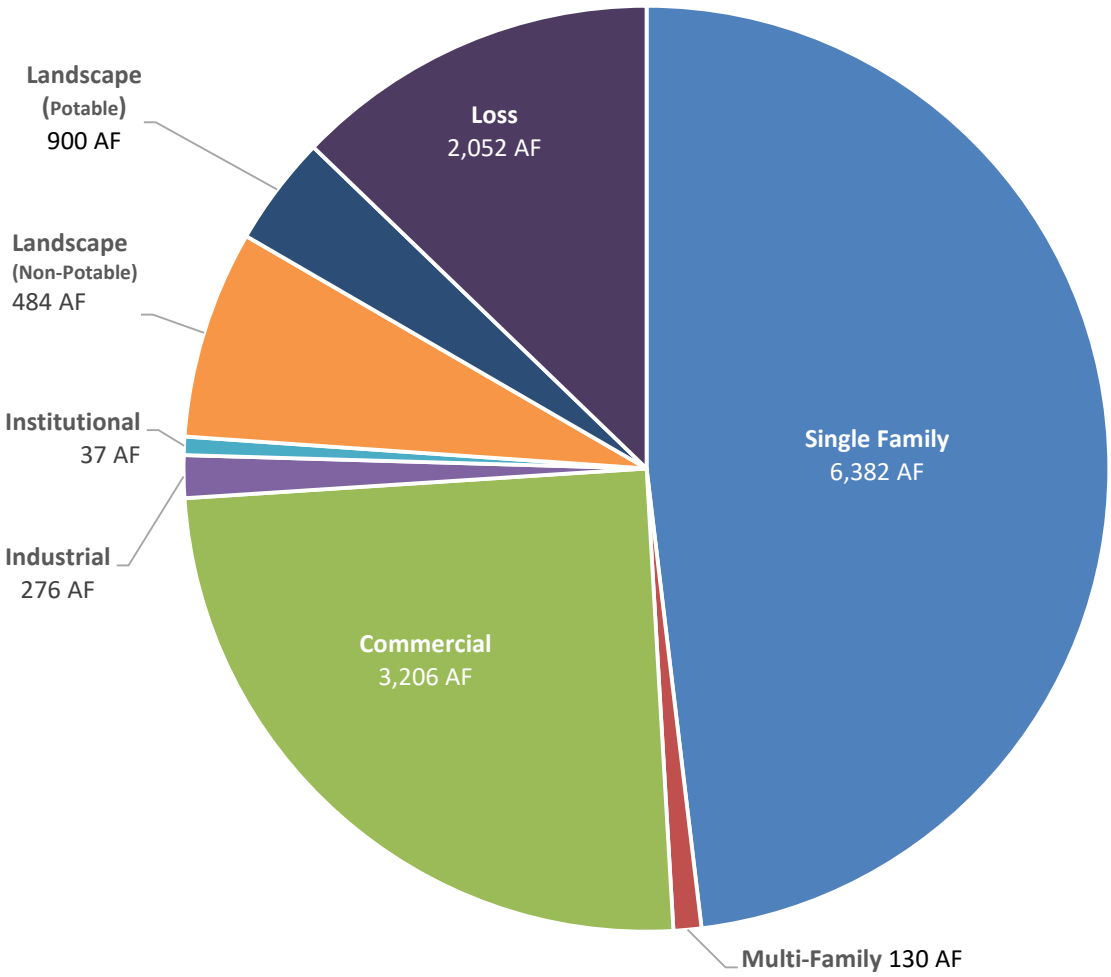

Figure 6.9: Projected Water Demand by Sector (in 2045)

Appendix C: Beaumont Basin Judgment

Water Supply Verification – Atwell Specific Plan Phase 2B

ORIGINAL COPY

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NO FILING FEE REQUIRED PER GOVERNMENT CODE, SEC. 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB - 4 2004

Attorneys for Plaintiff, SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE COURT

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY, a public agency,

Plaintiff,

vs.

CITY OF BANNING, a municipal corporation; BEAUMONT-CHERRY VALLEY WATER DISTRICT, an irrigation district; YUCAIPA VALLEY WATER DISTRICT, a county water district; PLANTATION ON THE LAKE LLC, a California limited liability company; SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association; SOUTH MESA MUTUAL WATER COMPANY, a mutual water company; CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company; OAK VALLEY PARTNERS LP, a Texas limited partnership; SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, a California corporation; SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation; MANHEIM, MANHEIM & BERMAN, a California General Partnership; WALTER M. BECKMAN, individually and as Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990; THE ROMAN CATHOLIC BISHOP of San Bernardino,

CASE NO. RIC 389197

JUDGMENT PURSUANT TO STIPULATION ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN

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a California corporation; MERLIN PROPERTIES, LLC; LEONARD M. STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the LEONARD M. STEARNS FAMILY TRUST OF 1991; and DOES 1 through 500, inclusive,

Defendants.

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction

The complaint herein was filed on February 20, 2003, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. This Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Stipulation for Judgment

Stipulation for Entry of Judgment has been filed by and on behalf of all defendants who have appeared herein.

3. Definitions

As used in this Judgment, these terms shall have the following meanings:

A. Appropriator or Appropriator Parties: the pumpers identified in Exhibit "C" attached hereto.

B. Appropriator's Production Right: consists of an Appropriator's share of Operating Yield, plus (1) any water acquired by an Appropriator from an Overlying Producer or other Appropriator pursuant to this Judgment, (2) any water

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withdrawn from the Appropriator's storage account, (3) and New Yield created by the Appropriator.

C. Appropriative Water: the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.

D. Appropriative Water Right: each Appropriator's share of Appropriative Water, such share expressed as a percentage as shown on Exhibit "C".

E. Beaumont Basin or Beaumont Storage Unit: the area situated within the boundaries shown on Exhibit "A" attached hereto.

F. Conjunctive Use: the storage of water in a Groundwater Basin for use at a later time.

G. Groundwater: water beneath the surface of the ground within the zone below the water table in which soil is saturated with water.

H. Groundwater Basin: an area underlain by one or more permeable formations capable of furnishing a substantial water supply.

I. Groundwater Storage Agreement: a standard form of written agreement between the Watermaster and any Person requesting the storage of Supplemental Water.

J. Groundwater Storage Capacity: the space available in a Groundwater Basin that is not utilized for storage or regulation of Safe Yield and is reasonably available for Stored Water and Conjunctive Use.

K. Minimal Producer: any Producer who pumps 10 or fewer acre feet of Groundwater from the Beaumont Basin per year.

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L. New Yield: increases in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of available storm flow, by means of projects constructed after February 20, 2003, as determined by the Watermaster.

M. Operating Yield: the maximum quantity of water which can be produced annually by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water plus Temporary Surplus.

N. Overdraft: a condition wherein the total annual production from a Groundwater Basin exceeds the Safe Yield thereof.

O. Overlying Parties: the Persons listed on Exhibit "B", who are owners of land which overlies the Beaumont Basin and have exercised Overlying Water Rights to pump therefrom. Overlying Parties include successors in interest and assignees.

P. Overlying Water Rights: the quantities decreed to Overlying Parties in Column 4 of Exhibit "B" to this Judgment.

Q. Overproduction: by an Appropriator, measured by an amount equal to the Appropriator's actual annual production minus the Appropriator's Production Right. By a new overlying producer, an amount equal to what the overlying producer pumped during the year.

R. Party (Parties): any Person(s) named in this action, or who has intervened, or has become subject to this Judgment either through stipulation, trial or otherwise

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S. Person: any individual, partnership, association, corporation, governmental entity or agency, or other organization.

T. Physical Solution: the physical solution set forth in Part V of this Judgment.

U. Produce, Producing, Production, Pump or Pumping: the extraction of groundwater.

V. Producer or Pumper: any Person who extracts groundwater.

W. Recycled Water: has the meaning provided in Water Code Section 13050(n) and includes other nonpotable water for purposes of this Judgment.

X. Safe Yield: the maximum quantity of water which can be produced annually from a Groundwater Basin under a given set of conditions without causing a gradual lowering of the groundwater level leading eventually to depletion of the supply in storage. The Safe Yield of the Beaumont Basin is 8650 acre feet per year in each of the ten (10) years following entry of this Judgment.

Y. San Timoteo Watershed Management Authority: a joint powers public agency whose members are the Beaumont-Cherry Valley Water District, the City of Beaumont, the South Mesa Mutual Water Company and the Yucaipa Valley Water District.

Z. Stored Water: Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.

AA. Supplemental Water: water imported into the

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Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable within the Beaumont Basin.

BB. Temporary Surplus: the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water.

CC. Watermaster: the Person appointed by the Court to administer and enforce the Physical Solution.

4. List of Exhibits

The following exhibits are attached to this Judgment and made a part hereof:

Exhibit "A" -- "Location Map of Beaumont Basin"
Exhibit "B" -- "Overlying Owners and Their Water Rights"
Exhibit "C" -- "Appropriators and Their Water Rights"
Exhibit "D" -- "Legal Description of Lands of the Overlying Parties"
Exhibit "E" -- "Location of Overlying Producer Parcels and Boundary of the Beaumont Basin"

II. INJUNCTIONS

1. Injunction Against Unauthorized Production of Beaumont Basin Water

Each party herein is enjoined, as follows:

A. Overlying Parties: Each defendant who is an Overlying Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any five-year period hereafter in excess of five times the share of the Safe Yield assigned to the Overlying Parties as set

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forth in Column 4 of Exhibit "B", as more fully described in the Physical Solution.

B. Appropriator Parties: Each defendant who is an Appropriator Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any year hereafter in excess of such party's Appropriator's Production Right, except as additional annual Production may be authorized by the provisions of the Physical Solution.

2. Injunction Against Unauthorized Storage or Withdrawal of Stored Water

Each and every Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal, or causing withdrawal of water stored by that Party, except pursuant to the terms of a written Groundwater Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water.

III. DECLARATION AND ADJUSTMENT OF RIGHTS

1. Overlying Rights

The Overlying Parties are currently exercising Overlying Water Rights in the Beaumont Basin. As shown on Exhibit "B", the aggregate Projected Maximum Production of water from the Beaumont Basin pursuant to Overlying Water Rights is 8650 acre feet and the Overlying Water Rights are individually decreed, in Column 4 of Exhibit "B", for each Overlying Party. The Overlying Parties

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shall continue to have the right to exercise their respective Overlying Water Right as set forth in Column 4 of Exhibit "B" except to the extent their respective properties receive water service from an Appropriator Party, as contemplated by Paragraph III.3 of this Judgment.

2. Appropriator's Share of Operating Yield

Each Appropriator Party's share of Operating Yield is shown on Exhibit "C". Notwithstanding any other provision of this Judgment, each Appropriator Party may use its Appropriator's Production Right anywhere within its service area.

3. Adjustment of Rights

A. The Overlying Parties shall have the right to exercise their respective Overlying Water Rights except as provided in this Paragraph 3.

B. To the extent any Overlying Party requests, and uses its Exhibit "B", Column 4 water to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right as reflected in Column 4 of Exhibit "B" attached hereto, for the purpose of serving the Overlying Party. The intent of this provision is to ensure that the Overlying Party is given credit towards satisfying the water availability assessment provisions of Government Code, Section 66473.7 et seq. and Water Code, Section 10910 et seq. or other similar provisions of law, equal to the amount of groundwater earmarked hereunder.

C. When an Overlying Party receives water service as

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provided for in subparagraph III.3.B the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party.

D. Should the volume of the Overlying Water Right equal or exceed the volume of potable groundwater earmarked as provided in subparagraph 3.B, the Appropriator Party which will serve the Overlying Party shall (i) impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and (ii) not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin. The Appropriator Party which will serve the Overlying Party pursuant to Subparagraph III.3.B shall also consider, and negotiate in good faith regarding, the provision of a meaningful credit for any pipelines, pump stations, wells or other facilities that may exist on the property to be served.

E. In the event an Overlying Party receives Recycled Water from an Appropriator Party to serve an overlying use served with groundwater, the Overlying Water Right of the Overlying Party shall not be diminished by the receipt and use of such Recycled Water. Recycled Water provided by an Appropriator Party to an Overlying Party shall satisfy the

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criteria set forth in the California Water Code including, without limitation, the criteria set forth in Water Code Sections 13550 and 13551. The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service pursuant to the terms of this subparagraph; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 and the Overlying Party ceases taking delivery of such Recycled Water.

F. Nothing in this Judgment is intended to impair or adversely affect the ability of an Overlying Party to enter into annexation or development agreements with any Appropriator Party.

G. Oak Valley Partners LP ("Oak Valley") is developing its property pursuant to Specific Plans 216 and 216A adopted by the County of Riverside ("County") in May 1990, and Specific Plan 318 adopted by the County in August, 2001, (Specific Plans 216, 216A and 318 are collectively referred to as the "Specific Plans"). The future water supply needs at build-out of the Specific Plans will greatly exceed Oak Valley's Projected Maximum Production, as reflected in Exhibit "B" to the Judgment, and may be as much as 12,811 acre feet per year. Oak Valley has annexed the portion of its property now within the City of Beaumont into the Beaumont-Cherry Valley Water District ("BCVWD"), and is in

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the process of annexing the remainder portion of its property into the Yucaipa Valley Water District ("YVWD"), in order to obtain retail water service for the development of the Oak Valley property pursuant to the Specific Plans (for purposes of this subparagraph BCVWD and YVWD are collectively referred to as the "Water Districts", and individually as a "Water District"). YVWD covenants to use its best efforts to finalize the annexation of the Oak Valley property within the Calimesa City limits. Oak Valley, for itself and its successors and assigns, hereby agrees, by this stipulation and upon final annexation of its property by YVWD, to forbear from claiming any future, unexercised, overlying rights in excess of the Projected Maximum Production of Exhibit "B" of 1806 acre feet per year. As consideration for the forbearance, the Water Districts agree to amend their respective Urban Water Management Plans ("UWMP") in 2005 as follows: BCVWD agrees that 2,400 acre feet per year of projected water demand shall be included for the portion of Oak Valley to be served by BCVWD in its UWMP, and YVWD agrees to include 8,000 acre feet per year of projected water demand as a projected demand for the portion of Oak Valley to be served by YVWD in its UWMP by 2025. The Water Districts agree to use their best judgment to accurately revise this estimate to reflect the projected water demands for the UWMP prepared in 2010. Furthermore, the Water Districts further agree that, in providing water availability assessments prior to 2010, as required by Water Code §10910 and water supply verifications as required by Government Code §§66455.3 and

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66473.7, or any similar statute, and in maintaining their respective UWMP, each shall consider the foregoing respective projected water demand figures for Oak Valley as proposed water demands. The intent of the foregoing requirements is to ensure that Oak Valley is credited for the forbearance of its overlying water rights and is fully accounted for in each Water District's UWMP and overall water planning. The Water Districts' actions in performance of the foregoing planning obligations shall not create any right or entitlement to, or priority or allocation in, any particular water supply source, capacity or facility, or any right to receive water service other than by satisfying the applicable Water District's reasonable requirements relating to application for service. Nothing in this subparagraph G is intended to affect or impair the provision of earmarked water to Overlying Parties who request and obtain water service from Appropriator Parties, as set forth in subparagraph III.3.B, above.

H. Persons who would otherwise qualify as Overlying Producers based on an interest in land lying within the City of Banning's service area shall not have the rights described in this Paragraph III.3.

4. Exemption for Minimal Producers

Unless otherwise ordered by the Court, Minimal Producers are exempt from the provisions of this Judgment.

IV. CONTINUING JURISDICTION

Full jurisdiction, power and authority is retained and reserved to the Court for purposes of enabling the Court, upon

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application of any Party, by a motion noticed for at least a 30-day period (or consistent with the review procedures of Paragraph VII.6 herein, if applicable), to make such further or supplemental order or directions as may be necessary or appropriate for interim operation of the Beaumont Basin before the Physical Solution is fully operative, or for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions hereof consistent with the rights herein decreed; except that the Court's jurisdiction does not extend to the redetermination of (a) Safe Yield during the first ten years of operation of the Physical Solution, and (b) the fraction of the share of Appropriative Water of each Appropriator.

V. THE PHYSICAL SOLUTION

1. Purpose and Objective

In accordance with the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts, and orders the parties to comply with, a Physical Solution. The purpose of the Physical Solution is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Beaumont Basin, to facilitate conjunctive utilization of surface, ground and Supplemental Waters, and to satisfy the requirements of water users having rights in, or who are dependent upon, the Beaumont Basin. Such Physical Solution requires the definition of the individual rights of all Parties within the Beaumont Basin in a manner which will fairly allocate the native water supplies and which will provide for equitable sharing of costs of Supplemental Water.

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2. Need for Flexibility

The Physical Solution must provide maximum flexibility and adaptability in order that the Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options. To that end, the Court's retained jurisdiction shall be utilized, where appropriate, to supplement the discretion granted herein to the Watermaster.

3. Production and Storage in Accordance With Judgment

This Judgment, and the Physical Solution decreed herein, address all Production and Storage within the Beaumont Basin. Because the Beaumont Basin is at or near a condition of Overdraft, any Production outside the framework of this Judgment and Physical Solution will potentially damage the Beaumont Basin, injure the rights of all Parties, result in the waste of water and interfere with the Physical Solution. The Watermaster shall bring an action or a motion to enjoin any Production that is not in accordance with the terms of this Judgment.

4. General Pattern of Operation

One fundamental premise of the adjudication is that all Producers shall be allowed to pump sufficient water from the Beaumont Basin to meet their respective requirements. Another fundamental premise of the adjudication is that Overlying Parties who pump no more than the amount of their Overlying Water Right as shown on Column 4 of Exhibit "B" hereto, shall not be charged for the replenishment of the Beaumont Basin. To the extent that pumping exceeds five (5) times the share of the Safe Yield assigned to an Overlying Party (Column 4 of Exhibit "B") in any five (5) consecutive years, or the share of Operating Yield

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Right of each Appropriator Party, each such Party shall provide funds to enable the Watermaster to replace such Overproduction.

5. Use of Available Groundwater Storage Capacity

A. There exists in the Beaumont Basin a substantial amount of available Groundwater Storage Capacity. Such Capacity can be reasonably used for Stored Water and Conjunctive Use and may be used subject to Watermaster regulation to prevent injury to existing Overlying and Appropriative water rights, to prevent the waste of water, and to protect the right to the use of Supplemental Water in storage and Safe Yield of the Beaumont Basin.

B. There shall be reserved for Conjunctive Use a minimum of 200,000 acre feet of Groundwater Storage Capacity in the Beaumont Basin provided that such amount may be reduced as necessary to prevent injury to existing water rights or existing uses of water within the Basin, and to prevent the waste of water. Any Person may make reasonable beneficial use of the Groundwater Storage Capacity for storage of Supplemental Water; provided, however, that no such use shall be made except pursuant to a written Groundwater Storage Agreement with the Watermaster. The allocation and use of Groundwater Storage Capacity shall have priority and preference for Producers within the Beaumont Basin over storage for export. The Watermaster may, from time-to-time, redetermine the available Groundwater Storage Capacity.

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VI. ADMINISTRATION

1. Administration and Enforcement by Watermaster

The Watermaster shall administer and enforce the provisions of this Judgment and any subsequent order or instructions of the Court.

2. Watermaster Control

The Watermaster is hereby granted discretionary powers to develop and implement a groundwater management plan and program for the Beaumont Basin, which plan shall be filed with and shall be subject to review and approval by, the Court, and which may include water quantity and quality considerations and shall reflect the provisions of this Judgment. Except for the exercise by Overlying Parties of their respective Rights described in Column 4 of Exhibit "B" hereto in accordance with the provisions of the Physical Solution, groundwater extractions and the replenishment thereof, and the storage of Supplemental Water, shall be subject to procedures established and administered by the Watermaster. Such procedures shall be subject to review by the Court upon motion by any Party.

3. Watermaster Standard of Performance

The Watermaster shall, in carrying out its duties and responsibilities herein, act in an impartial manner without favor or prejudice to any Party or purpose of use.

4. Watermaster Appointment

The Watermaster shall consist of a committee composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of

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which shall have the right to nominate one representative to the Watermaster committee who shall be an employee of or consultant to the nominating agency. Each such nomination shall be made in writing, served upon the other parties to this Judgment and filed with the Court, which shall approve or reject such nomination. Each Watermaster representative shall serve until a replacement nominee is approved by the Court. The nominating agency shall have the right to nominate that representative's successor.

5. Powers and Duties of the Watermaster

Subject to the continuing supervision and control of the Court, the Watermaster shall have and may exercise the following express powers, and shall perform the following duties, together with any specific powers, authority, and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the Court in the exercise of its continuing jurisdiction:

A. Rules and Regulations: The adoption of appropriate rules and regulations for the conduct of Watermaster affairs, copies of which shall be provided to all interested parties.

B. Wellhead Protection and Recharge: The identification and management of wellhead protection areas and recharge areas.

C. Well Abandonment: The administration of a well abandonment and well destruction program.

D. Well Construction: The development of minimum well construction specifications and the permitting of new wells.

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E. Mitigation of Overdraft: The mitigation of conditions of uncontrolled overdraft.

F. Replenishment: The acquisition and recharge of Supplemental Water.

G. Monitoring: The monitoring of groundwater levels, ground levels, storage, and water quality.

H. Conjunctive Use: The development and management of conjunctive-use programs.

I. Local Projects: The coordination of construction and operation, by local agencies, of recharge, storage, conservation, water recycling, extraction projects and any water resource management activity within or impacting the Beaumont Basin.

J. Land Use Plans: The review of land use plans and coordination with land use planning agencies to mitigate or eliminate activities that create a reasonable risk of groundwater contamination.

K. Acquisition of Facilities: The purchase, lease and acquisition of all necessary real and personal property, including facilities and equipment.

L. Employment of Experts and Agents: The employment or retention of such technical, clerical, administrative, engineering, accounting, legal or other specialized personnel and consultants as may be deemed appropriate. The Watermaster shall maintain records allocating the cost of such services as well as all other expenses of Watermaster administration.

M. Measuring Devices: Except as otherwise provided

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by agreement the Watermaster shall install and maintain in good operating condition, at the cost of the Watermaster, such necessary measuring devices or meters as Watermaster may deem appropriate. Such devices shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof borne by the Watermaster. Meter repair and retesting will be a Producer expense.

N. Assessments: The Watermaster is empowered to levy and collect the following assessments:

(1) Annual Replenishment Assessments

The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party.

(2) Annual Administrative Assessments

a. Watermaster Expenses: The expenses of administration of the Physical Solution shall be categorized as either "General Watermaster Administration Expenses", or "Special Project Expenses".

i. General Watermaster Administration Expenses: shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses shall be assessed by the Watermaster equally against the Appropriators who have appointed representatives to the Watermaster.

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ii. Special Project Expenses: shall include special engineering, economic or other studies, litigation expenses, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. Special Project Expenses shall be allocated to the Appropriators, or portion thereof, on the basis of benefit.

O. Investment of Funds; Borrowing: The Watermaster may hold and invest Watermaster funds as authorized by law, and may borrow, from time-to-time, amounts not exceeding annual receipts.

P. Contracts: The Watermaster may enter into contracts for the performance of any of its powers.

Q. Cooperation With Other Agencies: The Watermaster may act jointly or cooperate with other local, state and federal agencies.

R. Studies: The Watermaster may undertake relevant studies of hydrologic conditions and operating aspects of the management program for the Beaumont Basin.

S. Groundwater Storage Agreements: The Watermaster shall adopt uniform rules and a standard form of agreement for the storage of Supplemental Water, provided that the activities undertaken pursuant to such agreements do not injure any Party.

T. Administration of Groundwater Storage Capacity: Except for the exercise by the Overlying Parties of their

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respective Overlying Water Rights described in Part III, above, in accordance with the provisions of the Physical Solution, all Groundwater Storage Capacity in the Beaumont Basin shall be subject to the Watermaster's rules and regulations, which regulations shall ensure that sufficient storage capacity shall be reserved for local projects. Any Person or entity may apply to the Watermaster to store water in the Beaumont Basin.

U. Accounting for Stored Water: The Watermaster shall calculate additions, extractions and losses and maintain an annual account of all stored water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such stored water.

V. Accounting for New Yield: Recharge of the Beaumont Basin with New Yield water shall be credited to the Party that creates the New Yield. The Watermaster shall make an independent scientific assessment of the estimated New Yield created by each proposed project. New Yield will be allocated on an annual basis, based upon monitoring data and review by the Watermaster.

W. Accounting for Acquisitions of Water Rights: The Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service thereto by an Appropriator.

X. Annual Administrative Budget: The Watermaster shall prepare an annual administrative budget for public review, and shall hold a public hearing on each such budget

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prior to adoption. The budget shall be prepared in sufficient detail so as to make a proper allocation of the expenses and receipts. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course.

Y. Redetermining the Safe Yield: The Safe Yield of the Beaumont Basin shall be redetermined at least every 10 years beginning 10 years after the date of entry of this Judgment.

6. Reports and Accounting

(a) Production Reports: Each Pumper shall periodically file, pursuant to Watermaster rules and regulations, a report showing the total production of such Pumper from each well during the preceding report period, and such additional information as the Watermaster may reasonably require.

(b) Watermaster Report and Accounting: The Watermaster shall prepare an annual report of the preceding year's operations, which shall include an audit of all assessments and Watermaster expenditures.

7. Replenishment

Supplemental Water may be obtained by the Watermaster from any source. The Watermaster shall seek the best available quality of Supplemental Water at the most reasonable cost for recharge in the Basin. Sources may include, but are not limited to:

(a) Recycled Water;

(b) State Water Project Water;

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(c) Other imported water.

Replenishment may be accomplished by any reasonable method including:

(a) Spreading and percolation, or injection of water in existing or new facilities; and/or

(b) In-lieu deliveries for direct surface use, in lieu of groundwater extraction.

VII. MISCELLANEOUS PROVISIONS

1. Designation of Address for Notice and Service

Each Party shall designate, in writing to the plaintiff, the name and address to be used for purposes of all subsequent notices and service herein, such designation to be delivered to the plaintiff within 30 days after the Judgment has been entered. The plaintiff shall, within 45 days after judgment has been entered, file the list of designees with the Court and serve the same on the Watermaster and all Parties. Such designation may be changed from time-to-time by filing a written notice of such change with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by the Watermaster. The Watermaster shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for purposes of service. The Watermaster shall also maintain a full current list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall be available to any Person. If no designation is made, a Party's designee shall be deemed to be, in order of priority: (i) the Party's attorney of record; or (ii) if the Party does not have an

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attorney of record, the Party itself at the address on the Watermaster list.

2. Intervention After Judgment

Any Person who is neither a Party to this Judgment nor a successor or assignee of a Party to this Judgment may seek to become a party to this Judgment by filing a petition in intervention.

3. Interference with Pumping

Nothing in this judgment shall be deemed to prevent any party from seeking judicial relief against any other party whose pumping activities constitute an unreasonable interference with the complaining party's ability to extract groundwater.

4. Successors and Assigns

This Judgment and all provisions herein shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

5. Severability

The provisions of this Judgment are severable. If any provision of this Judgment is held by the Court to be illegal, invalid or unenforceable, that provision shall be excised from the Judgment. The remainder of the terms of the Judgment shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such excision. This Judgment shall be reformed to add, in lieu of the excised provision, a provision as similar in terms to the excised provision as may be possible and be legal, valid and enforceable.

6. Review Procedures

Any action, decision, rule or procedure of the Watermaster

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pursuant to this Judgment shall be subject to review by the Court on its own motion or on timely motion by any Party, as follows:

A. Effective Date of Watermaster Action: Any order, decision or action of the Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

B. Notice of Motion: Any Party may, by a regularly-noticed motion, petition the Court for review of the Watermaster's action or decision pursuant to this Judgment. The motion shall be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to the Watermaster, together with the service fee established by the Watermaster sufficient to cover the cost to photocopy and mail the motion to each Party. The Watermaster shall prepare copies and mail a copy of the motion to each Party or its designee according to the official service list which shall be maintained by the Watermaster according to Part VII, paragraph 1, above. A Party's obligation to serve the notice of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless ordered by the Court, any petition shall not operate to stay the effect of any Watermaster action or decision which is challenged.

C. Time for Motion: A motion to review any Watermaster action or decision shall be filed within 90 days after such Watermaster action or decision, except that motions to review Watermaster assessments hereunder shall be filed within 30 days of mailing of notice of the assessment.

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D. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or action shall have no evidentiary weight in such proceeding.

E. Decision: The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When the same is final, it shall be binding upon the Watermaster and the Parties.

Dated: FEB - 4 2004

GARY TRANBARGER

JUDGE OF THE SUPERIOR COURT

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Appendix D: Excerpts from 2018 Integrated Master Plan

Water Supply Verification – Atwell Specific Plan Phase 2B

Table 3.5 Water Demand Factors

Land Use Type	Abbreviation	Calculated WDF (gpd/acre)	2017 IMP WDF (gpd/acre)
Rural	RUR	150	100
Very Low Density Residential	VLDR	1,636	1,600
Low Density Residential	LDR	2,334	2,300
Medium Density Residential	MDR	2,763	2,800
High Density Residential	HDR	3,053	3,100
Commercial	COM	5,275	5,300
Industrial	IND	1,674	1,700
Open Space - Parks	OS-P	1,019	1,000
Public Facilities	PF	373	400
Schools	PF-S	3,502	3,500

Notes:
(1) WDFs calculated based on 2016 billing data and scaled up to average of 2012-2014 demands.

As shown in Table 3.5, the calculated WDFs for the City's land uses range between 100 for rural areas to 5,300 for commercial areas.

3.1.2.3 Potable Water Peaking Factors

Peaking Factors (PF) are typically used to determine the water demands for conditions other than ADD conditions. Peaking factors account for fluctuations in demands on a seasonal or hourly basis. For example, during hot summer days, water use is typically higher than on a cold winter day due to increased irrigation demands.

Common PFs include factors for Maximum Day Demands (MDD) and Minimum Day Demands (MinDD). PFs are determined using the water system demands for a selected period and dividing the quantity by the ADD. The MDD factor, for example, is determined by comparing the water demands for the day of the year with the highest daily water demand to the ADD.

The peaking factors determined in this report include:

- Monthly Peaking Factors.
- Daily Peaking Factors.

These PFs not only reflect a different time scale, but are often calculated using different data sources. The City's PFs and data used to establish these are discussed below.

Monthly Peaking Factors

Monthly PFs represent the seasonal demand variation on a monthly basis, such as the MMD and MinMD factors. In the absence of daily production data for an entire calendar year, these factors can be established using monthly production summaries or historical billing data. The City's monthly peaking factors based on historical monthly production are summarized in Table 3.6. Since year 2015 demands were much lower due to conservation mandates, it is not included in this calculation.

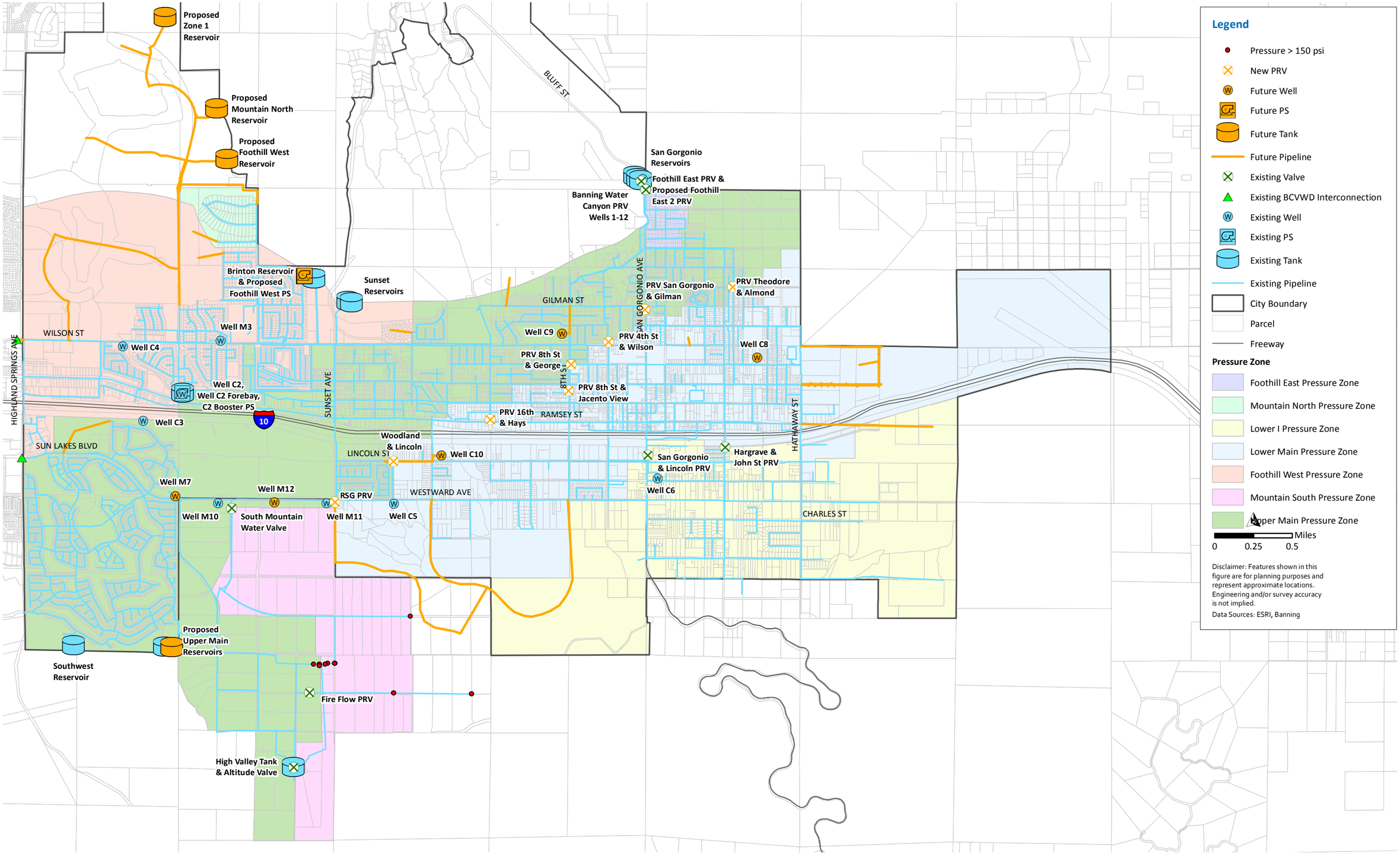


Figure 6.11 Future (2040) System Maximum Pressures with Re-zoning

Appendix E: California Government Code Section 66473.7

Water Supply Verification – Atwell Specific Plan Phase 2B

GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58] *(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)*

DIVISION 2. SUBDIVISIONS [66410 - 66499.41] *(Division 2 added by Stats. 1974, Ch. 1536.)*

CHAPTER 4. Requirements [66473 - 66498] *(Chapter 4 added by Stats. 1974, Ch. 1536.)*

ARTICLE 1. General [66473 - 66474.10] *(Article 1 added by Stats. 1974, Ch. 1536.)*

66473.7. (a) For the purposes of this section, the following definitions apply:

(1) "Subdivision" means a proposed residential development of more than 500 dwelling units, except that for a public water system that has fewer than 5,000 service connections, "subdivision" means any proposed residential development that would account for an increase of 10 percent or more in the number of the public water system's existing service connections.

(2) "Sufficient water supply" means the total water supplies available during normal, single-dry, and multiple-dry years within a 20-year projection that will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including, but not limited to, agricultural and industrial uses. In determining "sufficient water supply," all of the following factors shall be considered:

(A) The availability of water supplies over a historical record of at least 20 years.

(B) The applicability of an urban water shortage contingency analysis prepared pursuant to Section 10632 of the Water Code that includes actions to be undertaken by the public water system in response to water supply shortages.

(C) The reduction in water supply allocated to a specific water use sector pursuant to a resolution or ordinance adopted, or a contract entered into, by the public water system, as long as that resolution, ordinance, or contract does not conflict with Section 354 of the Water Code.

(D) The amount of water that the water supplier can reasonably rely on receiving from other water supply projects, such as conjunctive use, reclaimed water, water conservation, and water transfer, including programs identified under federal, state, and local water initiatives such as CALFED and Colorado River tentative agreements, to the extent that these water supplies meet the criteria of subdivision (d).

(E) If a proposed subdivision relies in whole or in part on groundwater, the following factors:

(i) For a basin for which a court or the State Water Resources Control Board has adjudicated the rights to pump groundwater, the order or decree adopted by the court or the State Water Resources Control Board.

(ii) For a basin that has not been adjudicated, as follows:

(I) For a basin designated as high- or medium-priority pursuant to Section 10722.4 of the Water Code, the most recently adopted or revised adopted groundwater sustainability plan or approved alternative. If there is no adopted groundwater sustainability plan or approved alternative, information as to whether the Department of Water Resources has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue.

(II) For a basin designated as low- or very low priority pursuant to Section 10722.4 of the Water Code, information as to whether the Department of Water Resources has identified the basin or basins as

overdrafted or has projected that the basin will become overdrafted if present management conditions continue.

(3) "Public water system" means the water supplier that is, or may become as a result of servicing the subdivision included in a tentative map pursuant to subdivision (b), a public water system, as defined in Section 10912 of the Water Code, that may supply water for a subdivision.

(b) (1) The legislative body of a city or county or the advisory agency, to the extent that it is authorized by local ordinance to approve, conditionally approve, or disapprove the tentative map, shall include as a condition in any tentative map that includes a subdivision a requirement that a sufficient water supply shall be available. Proof of the availability of a sufficient water supply shall be requested by the subdivision applicant or local agency, at the discretion of the local agency, and shall be based on written verification from the applicable public water system within 90 days of a request.

(2) If the public water system fails to deliver the written verification as required by this section, the local agency or any other interested party may seek a writ of mandamus to compel the public water system to comply.

(3) If the written verification provided by the applicable public water system indicates that the public water system is unable to provide a sufficient water supply that will meet the projected demand associated with the proposed subdivision, then the local agency may make a finding, after consideration of the written verification by the applicable public water system, that additional water supplies not accounted for by the public water system are, or will be, available prior to completion of the subdivision that will satisfy the requirements of this section. This finding shall be made on the record and supported by substantial evidence.

(4) If the written verification is not provided by the public water system, notwithstanding the local agency or other interested party securing a writ of mandamus to compel compliance with this section, then the local agency may make a finding that sufficient water supplies are, or will be, available prior to completion of the subdivision that will satisfy the requirements of this section. This finding shall be made on the record and supported by substantial evidence.

(c) The applicable public water system's written verification of its ability or inability to provide a sufficient water supply that will meet the projected demand associated with the proposed subdivision as required by subdivision (b) shall be supported by substantial evidence. The substantial evidence may include, but is not limited to, any of the following:

(1) The public water system's most recently adopted urban water management plan adopted pursuant to Part 2.6 (commencing with Section 10610) of Division 6 of the Water Code.

(2) A water supply assessment that was completed pursuant to Part 2.10 (commencing with Section 10910) of Division 6 of the Water Code.

(3) A groundwater sustainability plan adopted or alternative approved pursuant to Part 2.74 (commencing with Section 10720) of Division 6 of the Water Code.

(4) Other information relating to the sufficiency of the water supply that contains analytical information that is substantially similar to the assessment required by Section 10635 of the Water Code.

(d) When the written verification pursuant to subdivision (b) relies on projected water supplies that are not currently available to the public water system, to provide a sufficient water supply to the subdivision, the written verification as to those projected water supplies shall be based on all of the following elements, to the extent each is applicable:

(1) Written contracts or other proof of valid rights to the identified water supply that identify the terms and conditions under which the water will be available to serve the proposed subdivision.

(2) Copies of a capital outlay program for financing the delivery of a sufficient water supply that has been adopted by the applicable governing body.

(3) Securing of applicable federal, state, and local permits for construction of necessary infrastructure associated with supplying a sufficient water supply.

(4) Any necessary regulatory approvals that are required in order to be able to convey or deliver a sufficient water supply to the subdivision.

(e) If there is no public water system, the local agency shall make a written finding of sufficient water supply based on the evidentiary requirements of subdivisions (c) and (d) and identify the mechanism for providing water to the subdivision.

(f) In making any findings or determinations under this section, a local agency, or designated advisory agency, may work in conjunction with the project applicant and the public water system to secure water supplies sufficient to satisfy the demands of the proposed subdivision. If the local agency secures water supplies pursuant to this subdivision, which supplies are acceptable to and approved by the governing body of the public water system as suitable for delivery to customers, it shall work in conjunction with the public water system to implement a plan to deliver that water supply to satisfy the long-term demands of the proposed subdivision.

(g) The written verification prepared under this section shall also include a description, to the extent that data is reasonably available based on published records maintained by federal and state agencies, and public records of local agencies, of the reasonably foreseeable impacts of the proposed subdivision on the availability of water resources for agricultural and industrial uses within the public water system's service area that are not currently receiving water from the public water system but are utilizing the same sources of water. To the extent that those reasonably foreseeable impacts have previously been evaluated in a document prepared pursuant to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) or the National Environmental Policy Act (Public Law 91-190) for the proposed subdivision, the public water system may utilize that information in preparing the written verification.

(h) Where a water supply for a proposed subdivision includes groundwater, the public water system serving the proposed subdivision shall evaluate, based on substantial evidence, the extent to which it or the landowner has the right to extract the additional groundwater needed to supply the proposed subdivision. Nothing in this subdivision is intended to modify state law with regard to groundwater rights.

(i) This section shall not apply to any residential project proposed for a site that is within an urbanized area and has been previously developed for urban uses, or where the immediate contiguous properties surrounding the residential project site are, or previously have been, developed for urban uses, or housing projects that are exclusively for very low and low-income households.

(j) The determinations made pursuant to this section shall be consistent with the obligation of a public water system to grant a priority for the provision of available and future water resources or services to proposed housing developments that help meet the city's or county's share of the regional housing needs for lower income households, pursuant to Section 65589.7.

(k) The County of San Diego shall be deemed to comply with this section if the Office of Planning and Research determines that all of the following conditions have been met:

(1) A regional growth management strategy that provides for a comprehensive regional strategy and a coordinated economic development and growth management program has been developed pursuant to Proposition C as approved by the voters of the County of San Diego in November 1988, which required the development of a regional growth management plan and directed the establishment of a regional planning and growth management review board.

(2) Each public water system, as defined in Section 10912 of the Water Code, within the County of San Diego has adopted an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) of the Water Code.

(3) The approval or conditional approval of tentative maps for subdivisions, as defined in this section, by the County of San Diego and the cities within the county requires written communications to be made by the public water system to the city or county, in a format and with content that is substantially similar to the requirements contained in this section, with regard to the availability of a sufficient water supply, or the reliance on projected water supplies to provide a sufficient water supply, for a proposed subdivision.

(l) Nothing in this section shall preclude the legislative body of a city or county, or the designated advisory agency, at the request of the applicant, from making the determinations required in this section earlier than required pursuant to subdivision (b).

(m) Nothing in this section shall be construed to create a right or entitlement to water service or any specific level of water service.

(n) Nothing in this section is intended to change existing law concerning a public water system's obligation to provide water service to its existing customers or to any potential future customers.

(o) Any action challenging the sufficiency of the public water system's written verification of a sufficient water supply shall be governed by Section 66499.37.
(Amended by Stats. 2016, Ch. 594, Sec. 1. (SB 1262) Effective January 1, 2017.)







CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-190, Approving Final Tract Maps 37388, 37388-7, and 37388-8 and Release the Maps for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps; Accept Faithful Performance and Labor Bonds for Public Improvements**

RECOMMENDATION:

Adopt Resolution 2024-190.

BACKGROUND:

Tentative Tract Map (TTM) No. 37388 was approved by City Council on January 10, 2023 as Resolution 2023-04. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan.

The applicant has processed the final 3 Final Maps for portions of the approved Tentative Tract Map, as permitted by the Subdivision Map Act. The first three final maps (FM 37388-1, FM 37388-2, & FM 37388-3) were approved by City Council on February 27, 2024. The next three maps (FM 37388-4, FM 37388-5, FM 37388-6) were approved by City Council on May 28, 2024 with Resolution 2024-77. The final three maps are ready for approval. Final Tract Map 37388-7 subdivides a portion of Planning Area 14 with 68 residential lots and 10 street and open space lots. Final Tract Map 37388-8 subdivides a portion of Planning Area 16A into 52 residential lots and 5 street and open space lots. Final Tract Map 37388 subdivides a portion of Planning Area 16B into 31 residential lots and 3 street lots. All three maps are consistent with the approved Tentative Tract Map and Conditions of Approval.

Prior to bringing these maps to City Council for recordation, Tri-Pointe Homes was required to obtain an Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW) for proposed changes and impacts to the existing Smith Creek in the area to be subdivided. These agreements have been obtained and provided to the City as required in the Conditions of Approval. Further, as these maps impact areas identified as a Zone A Floodplain by the Federal Emergency Management Agency (FEMA), the applicant was required to show that storm water flows can be mitigated to not cause flooding within the project or downstream. This is achieved by the construction of a large interim storm water detention basin north of the Southern California Edison powerline easement to reduce peak storm water flow through the project site. This was demonstrated with the preparation of a Conditional Letter of Map Approval (CLOMR) prepared and processed by the City of Banning and FEMA for the entirety of the project. The proposed interim basin was checked for consistency with the project CLOMR. Tri-Pointe Homes is continuing to work with the Riverside County Flood Control District

(RCFCD), CDFW, and the Regional Water Quality Control Board (RWQCB) on the final design for the Smith Creek Detention Facility that would be the replacement for the interim basin and maintained by RCFCD.

When these maps are recorded, the subdivision of Atwell Phase 2B and Tentative Tract Map 37388 will be complete.

JUSTIFICATION:

Final Maps 37388, 37388-7, and 37388-8, were checked by the City's consulting surveyor and were found to be technically correct and conform to the requirements of the Subdivision Map Act. All Conditions of Approval required to be met prior to the recording have been met. The City Engineer has verified that the final maps are in substantial conformance with the approved TTM 37388.

FISCAL IMPACT:

There is no direct fiscal impact based on the approval of final maps. However, the recordation of the maps allows for the development of the project which will increase the assessed value of the properties resulting in an increase in property tax revenue. Additionally, the project will generate development impact fee revenues. The City's cost for processing the project will be offset by processing fees.

ALTERNATIVES:

Do not adopt Resolution 2024-190 and provide staff with additional direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-190, FM 37388-7, FM 37388-8, and FM 37388
2. Exhibit A 37388-7 TRACT MAP.pdf
3. Exhibit B 37388-7 SIA.pdf
4. Exhibit C 37388-8 TRACT MAP.pdf
5. Exhibit D 37388-8 SIA.pdf
6. Exhibit E 37388 TRACT MAP.pdf
7. Exhibit F 37388 SIA.pdf
8. Att 1 - Atwell Composite Site Plan 2024_0115.pdf
9. Att 2 - Reso 2023-04 TTM 37388.pdf
10. Att 3 - TR 37388-7 Bonds.pdf
11. Att 4 - TR 37388-8 Bonds.pdf

RESOLUTION 2024-190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FINAL TRACT MAP NOS. 37388, 37388-7, AND 37388-8; AUTHORIZING STAFF TO SIGN THE FINAL TRACT MAPS AND SUBDIVISION IMPROVEMENT AGREEMENTS; RELEASING THE MAPS FOR RECORDATION; AND ACCEPTING THE PERFORMANCE AND LABOR AND MATERIAL BONDS FOR PUBLIC IMPROVEMENTS

WHEREAS, Tentative Tract Map (TTM) No. 37388 was approved by City Council on January 10, 2023. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan; and

WHEREAS, Final Tract Map (TM) No. 37388, 37388-7, and 37388-8 will subdivide approximately 43.06 acres of vacant land into 151 numbered lots and 18 lettered lots for street and public utility and public park purposes; and is located north of Meadowline Way and west of Highland Home Road within the Specific Plan area; and

WHEREAS, the property owner has signed a Subdivision Agreement and has submitted bonds to assure that the required improvements including street, sewer, water, and storm drain improvements are constructed; and

WHEREAS, the TM 37388-7, 37388-8, and 37388 have been deemed technically correct and that they conform to the requirements of the Subdivision Map Act and the City Engineer has verified that TM 37388-7, TM 37388-8, and TM 37388 are in substantial conformance with the approved TTM 37388.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves TM 37388-7, TM 37388-8, and TM 37388, copies of which is hereby attached as Exhibit "A", Exhibit "C", and Exhibit "E" and made part of this Resolution.

SECTION 2. The City Council approves the execution of the Subdivision Improvement Agreement to be signed by the Mayor which is hereby attached as Exhibit "B", Exhibit "D" and Exhibit "F" and directs the Administrative City Clerk to transmit TM 37388-7, TM 37388-8, and TM 37388 to the County Recorder of the County of Riverside for recordation.

SECTION 3. The City Council accepts the performance and labor and material bonds and authorize staff to sign the final maps.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-190, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Final Tract Map 37388-7

Exhibit B
Subdivision Improvement Agreement for Final Tract Map 37388-7

Exhibit C
Final Tract Map 37388-8

Exhibit D
Subdivision Improvement Agreement for Final Tract Map 37388-8

Exhibit E
Final Tract Map 37388

Exhibit F
Subdivision Improvement Agreement for Final Tract Map 37388

THIS SUBDIVISON CONTAINS

NUMBERED LOTS:	68
LETTERED LOTS:	10
TOTAL LOTS:	78
GROSS AREA:	26.80 ACRES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____ , 20 __
AT_____ M. IN BOOK _____ OF MAPS,
AT PAGES _____ AT THE REQUEST
OF THE CLERK OF THE CITY OF BANNING

NO. _____

FEE _____

PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. WE HEREBY DEDICATE TO THE CITY OF BANNING, LOTS 'A' THROUGH 'D', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS 'A' THROUGH 'D', INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 68, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS 'E' AND 'H' FOR SIDEWALK AND/OR TRAIL PURPOSES.
5. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT 'I' FOR ACCESS, PARK AND VEHICLE PARKING PURPOSES.
6. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING WITHIN LOTS 'E', 'F', 'G' AND 'H', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
7. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT 'H' FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.

WE ALSO HEREBY RESERVE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP:

1. LOTS 'E' THROUGH 'H', INCLUSIVE, FOR OPEN SPACE, LANDSCAPING AND MAINTENANCE PURPOSES.
2. LOT 'E' AND 'H' FOR SIDEWALK AND TRAIL PURPOSES.
3. LOT 'I' FOR PARK, VEHICLE PARKING, LANDSCAPE AND MAINTENANCE PURPOSES.
4. LOT 'J' FOR RECREATION, LANDSCAPING AND MAINTENANCE PURPOSES.
5. LOT 'H' FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.

TRI POINTE HOMES IE-SD, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS PARDEE HOMES, A CALIFORNIA CORPORATION

_____

NAME: MICHAEL C. TAYLOR
TITLE: DIVISION PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON_____ 20__, BEFORE ME, _____ , A NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

_____
SIGNATURE

_____
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ _____ .

DATED: _____ , 20____ .
MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ , 20__ .

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES IN JUNE, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: _____ , 20__ .

_____
DARYL J. CHRISTIAN L.S. 8554

PROFESSIONAL LAND SURVEYOR · DARYL J. CHRISTIAN · LS 8554 · STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37388 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON JANUARY 10, 2023, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ , 20___ .

_____
NATHAN C. SMITH, RCE 74754
CITY ENGINEER, CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER · NATHAN C. SMITH · No. 74754 · CIVIL · STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____ , 20___ .

_____
BY: ROBERT C. OLLERTON, PLS 7731
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA

PROFESSIONAL LAND SURVEYOR · ROBERT C. OLLERTON · 7731 · STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL ON JANUARY 10, 2023.

DATED: _____

_____
DAVID A. NEWELL
COMMUNITY DEVELOPMENT DIRECTOR

CITY ACCEPTANCE CERTIFICATE

I, _____ CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ , 20 ____ , DULY APPROVED THE WITHIN SUBDIVISION, AND ACCEPTED ON BEHALF OF THE PUBLIC AS OFFERED FOR DEDICATION:

1. LOTS 'A' THROUGH 'D', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT.
2. THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS 'A' THROUGH 'D', INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 68, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS 'E' AND 'H' FOR SIDEWALK AND/OR TRAIL
5. THE NON-EXCLUSIVE USE EASEMENT OVER LOT 'I' FOR ACCESS, PARK AND VEHICLE PARKING PURPOSES.
6. THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING WITHIN LOTS 'E', 'F', 'G' AND 'H', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
7. THE NON-EXCLUSIVE USE EASEMENT OVER LOT 'H' FOR STORM DRAIN, DRAINAGE, AND MAINTENANCE PURPOSES.

DATED: _____

BY: _____
CITY CLERK

ABANDONMENT NOTES:

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF ALL EASEMENTS RIGHTS FOR ACCESS AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE CREATED BY THE RECORDATION OF TRACT NO. 35966, FILED IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THAT PORTION OF THE EASEMENT FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 13, 2022 AS DOCUMENT NO. 2022-0428552, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THE BOUNDARY OR THIS MAP, AND NOT SHOWN ON THIS MAP.

I:\89410\MAPPING\TR 37388-7 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

EASEMENT NOTES:

A EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

B RIGHT OF WAY FOR DITCHES AND CANALS IN FAVOR THE UNITED STATES OF AMERICA, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

⬡C INDICATES VARIOUS 10' WIDE EASEMENTS IN FAVOR OF THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, RECORDED OCTOBER 13, 2022, AS DOCUMENT NO. 2022-0428552, O.R.

[1] INDICATES VARIABLE WIDTH NON-EXCLUSIVE EASEMENT OVER LOTS 'A' THROUGH 'D', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF BANNING, AS SHOWN HEREON.

[2] INDICATES NON-EXCLUSIVE USE EASEMENT LYING ADJACENT TO LOTS 'A' THROUGH 'D', INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[3] INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THORUGH 68, INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[4] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOTS 'E' AND 'H', DEDICATED TO THE CITY OF BANNING FOR SIDEWALK AND/OR TRAIL PURPOSES, AS SHOWN HEREON.

[5] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT 'I', DEDICATED TO THE CITY OF BANNING FOR ACCESS, PARK AND VEHICLE PARKING PURPOSES, AS SHOWN HEREON.

[6] INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENTS, LYING WITHIN LOTS 'E', 'F', 'G' AND 'H', AS SHOWN HEREON. DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES,

[7] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT 'H', DEDICATED TO THE CITY OF BANNING FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES, AS SHOWN HEREON.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

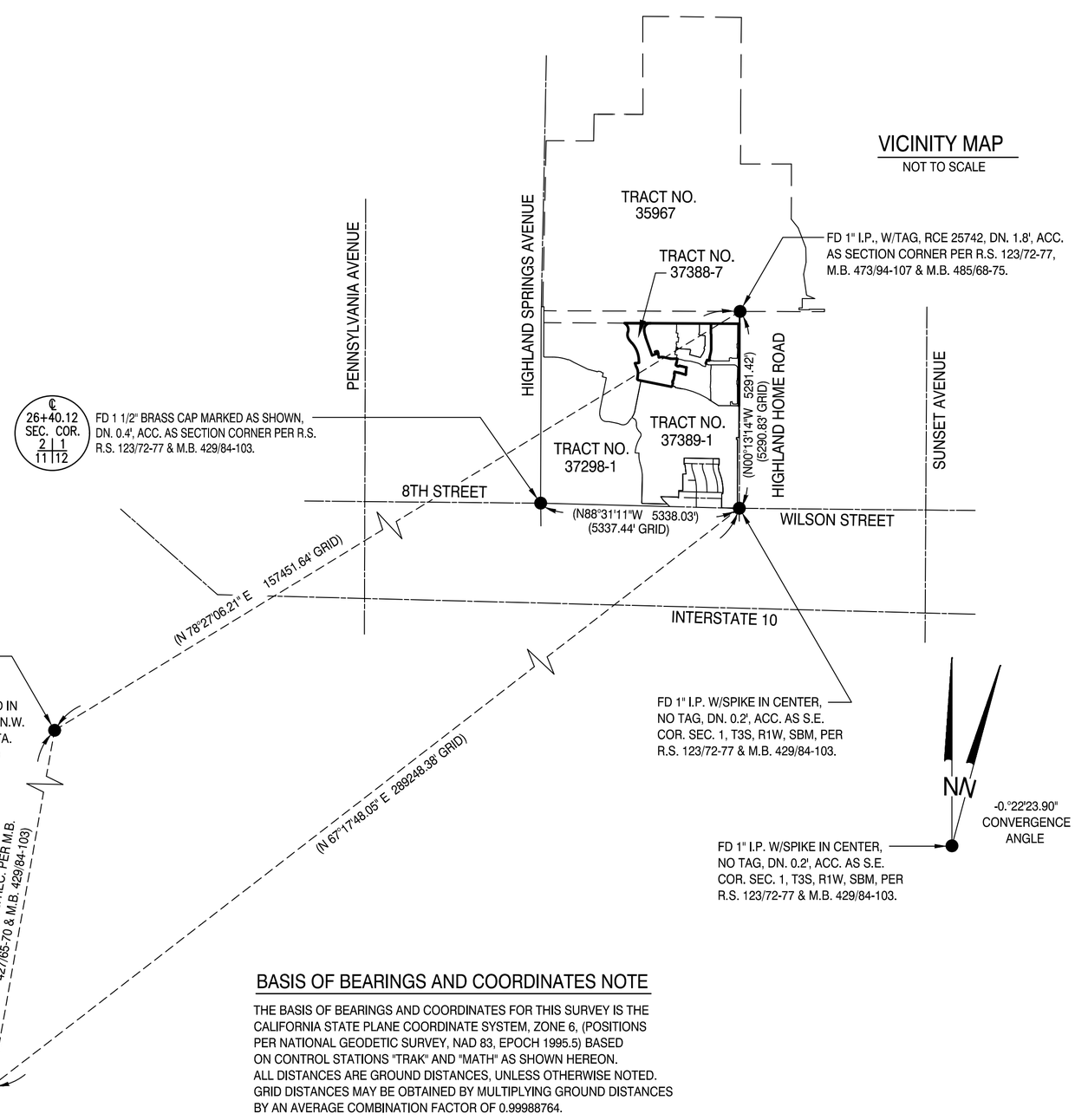
CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-14, DATED DECEMBER 21, 2021, IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.

VICINITY MAP

NOT TO SCALE



BASIS OF BEARINGS AND COORDINATES NOTE

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5) BASED ON CONTROL STATIONS "TRAK" AND "MATH" AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99988764.

I:\89410\MAPPING\TR 37388-7 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 10 SHEETS

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

BOUNDARY SURVEY

SCALE: 1''=240'

0 240 480 720

GRAPHIC SCALE

SURVEYOR'S NOTES

● — INDICATES FOUND MONUMENTS AS NOTED, OR FOUND 1" I.P., L.S. 8554, FLUSH, PER (R2) OR TO BE SET (R1), (R3) THROUGH (R9), AS LISTED BELOW, AS SHOWN HEREON.

◉ — INDICATES FOUND SPK. & WASHER, LS 8554, FLUSH, PER (R1) OR (R6), OR TO BE SET PER (R4), AS LISTED BELOW, AS SHOWN HEREON.

○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH; AT ALL TRACT CORNERS AND ANGLE POINTS IN TRACT BOUNDARY, UNLESS OTHERWISE NOTED.

1" IRON PIPE, TAGGED L.S. 8554 FLUSH IN DIRT OR SPIKE & WASHER, STAMPED L.S. 8554 FLUSH IN ASPHALT, OR LEAD, TACK AND TAG, L.S. 8554, FLUSH IN CONCRETE OR TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS, CENTERLINE INTERSECTIONS, AND POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

(R1) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37389-1, M.B. 485/68-75.
(R2) — INDICATES REC. & MEAS. DATA PER TRACT NO. 35966, M.B. 473/94-107
(R3) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-1, M.B. 495/1-5
(R4) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-4, M.B. 495/97-106
(R5) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-5, M.B. 496/1-8
(R6) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37390-1, M.B. 474/63-69
(R7) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-3, M.B. 495/14-21
(R8) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-6, M.B. 496/9-16
(R9) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-2, M.B. 495/6-13

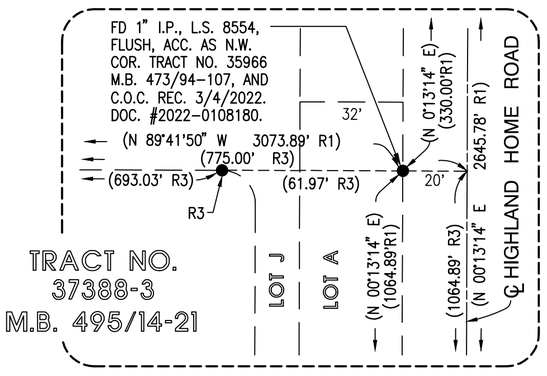
THIS TRACT MAP CONTAINS 68 LOTS.
THIS TRACT MAP CONTAINS 10 LETTERED LOTS.
THIS TRACT MAP CONTAINS 26.80 ACRES GROSS.

DOCUMENT REFERENCE

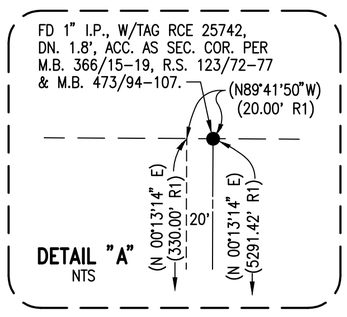
RECORD OF SURVEY – R.S. 123/72-77
TRACT NO. 35574 – M.B. 427/65-70
TRACT NO. 34330 – M.B. 429/84-103
TRACT NO. 35966 – M.B. 473/94-107
TRACT NO. 35967 – M.B. 474/1-14
TRACT NO. 37389-1 – M.B. 485/68-75
TRACT NO. 37388-1 – M.B. 495/1-5
TRACT NO. 37388-2 – M.B. 495/6-13
TRACT NO. 37388-3 – M.B. 495/14-21
TRACT NO. 37388-4 – M.B. 495/97-106
TRACT NO. 37388-5 – M.B. 496/1-8
TRACT NO. 37388-6 – M.B. 496/9-16

ABBREVIATIONS

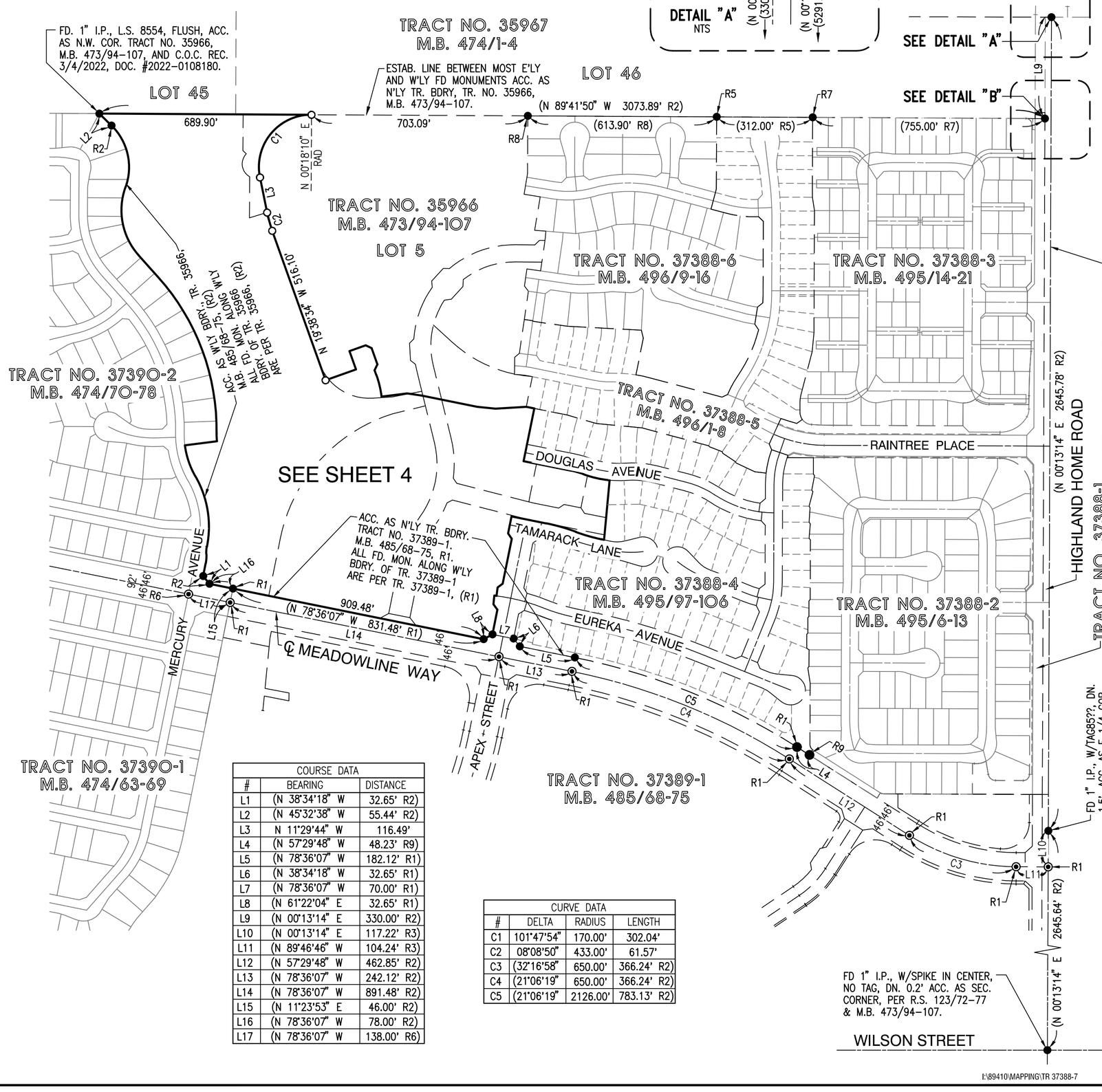
ACC.	ACCEPTED
DOC.	DOCUMENT
ESTAB.	ESTABLISHED
MEAS.	MEASURED
NE	NORTHEAST
NW	NORTHWEST
REC.	RECORD
W/	WITH



DETAIL "B"
NTS



DETAIL "A"
NTS



COURSE DATA		
#	BEARING	DISTANCE
L1	(N 38°34'18" W	32.65' R2)
L2	(N 45°32'38" W	55.44' R2)
L3	N 11°29'44" W	116.49'
L4	(N 57°29'48" W	48.23' R9)
L5	(N 78°36'07" W	182.12' R1)
L6	(N 38°34'18" W	32.65' R1)
L7	(N 78°36'07" W	70.00' R1)
L8	(N 61°22'04" E	32.65' R1)
L9	(N 00°13'14" E	330.00' R2)
L10	(N 00°13'14" E	117.22' R3)
L11	(N 89°46'46" W	104.24' R3)
L12	(N 57°29'48" W	462.85' R2)
L13	(N 78°36'07" W	242.12' R2)
L14	(N 78°36'07" W	891.48' R2)
L15	(N 11°23'53" E	46.00' R2)
L16	(N 78°36'07" W	78.00' R2)
L17	(N 78°36'07" W	138.00' R6)

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	101°47'54"	170.00'	302.04'
C2	08°08'50"	433.00'	61.57'
C3	(32°16'58"	650.00'	366.24' R2)
C4	(21°06'19"	650.00'	366.24' R2)
C5	(21°06'19"	2126.00'	783.13' R2)

I:\89410\MAPPING\TR 37388-7 9-17-2024

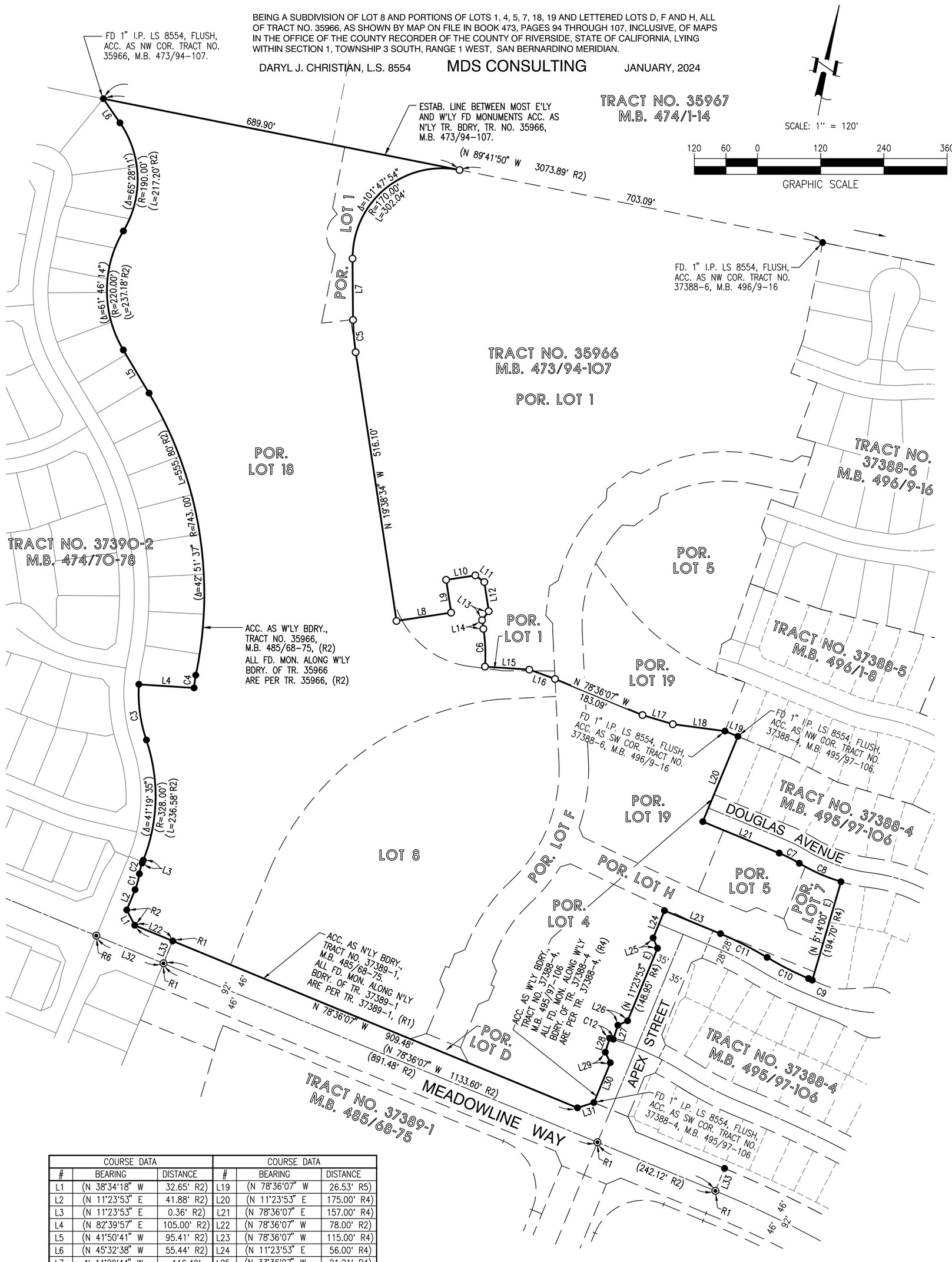
IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 4 OF 10 SHEETS

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024



COURSE DATA			COURSE DATA		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	(N 38°34'18" W	32.65' R2)	L19	(N 78°36'07" W	26.53' R5)
L2	(N 11°23'53" E	41.88' R2)	L20	(N 11°23'53" E	175.00' R4)
L3	(N 11°23'53" E	0.36' R2)	L21	(N 78°36'07" E	157.00' R4)
L4	(N 82°39'57" E	105.00' R2)	L22	(N 78°36'07" W	78.00' R2)
L5	(N 41°50'41" W	95.41' R2)	L23	(N 78°36'07" W	115.00' R4)
L6	(N 45°32'38" W	55.44' R2)	L24	(N 11°23'53" E	56.00' R4)
L7	N 11°29'44" W	116.49'	L25	(N 33°36'07" W	21.21' R4)
L8	N 70°21'26" E	105.00'	L26	(N 54°10'06" E	20.37' R4)
L9	N 19°38'34" W	63.00'	L27	(N 06°56'18" E	28.00' R4)
L10	N 70°21'26" E	56.00'	L28	(N 06°14'53" E	28.00' R4)
L11	N 64°38'34" W	21.21'	L29	(N 36°10'37" W	22.14' R4)
L12	N 19°38'34" W	56.00'	L30	(N 11°23'53" E	81.75' R4)
L13	N 25°21'26" E	21.21'	L31	(N 61°22'04" E	32.65' R1)
L14	N 25°21'26" E	16.71'	L32	(N 78°36'07" W	138.00' R6)
L15	N 82°54'37" E	84.40'	L33	(N 11°23'53" E	46.00' R2)
L16	N 81°12'30" W	48.61'			
L17	N 84°18'14" W	60.06'			
L18	N 86°36'23" E	99.90'			

CURVE DATA				CURVE DATA			
#	DELTA	RADIUS	LENGTH	#	DELTA	RADIUS	LENGTH
C1	(14°50'06"	120.00'	31.07' R2)	C9	(00°10'51"	2520.00'	7.95' R4)
C2	(14°50'06"	90.00'	23.30' R2)	C10	(08°51'02"	572.00'	88.36' R4)
C3	(22°35'39"	272.00'	107.26' R2)	C11	(09°04'34"	628.00'	99.48' R4)
C4	(08°20'59"	167.00'	24.34' R2)	C12	(00°41'25"	600.00'	7.23' R4)
C5	08°08'50"	433.00'	61.57'				
C6	12°33'11"	328.00'	71.86'				
C7	(09°00'00"	272.00'	42.73' R4)				
C8	(15°09'53"	328.00'	86.81' R4)				

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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 5 OF 10 SHEETS

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

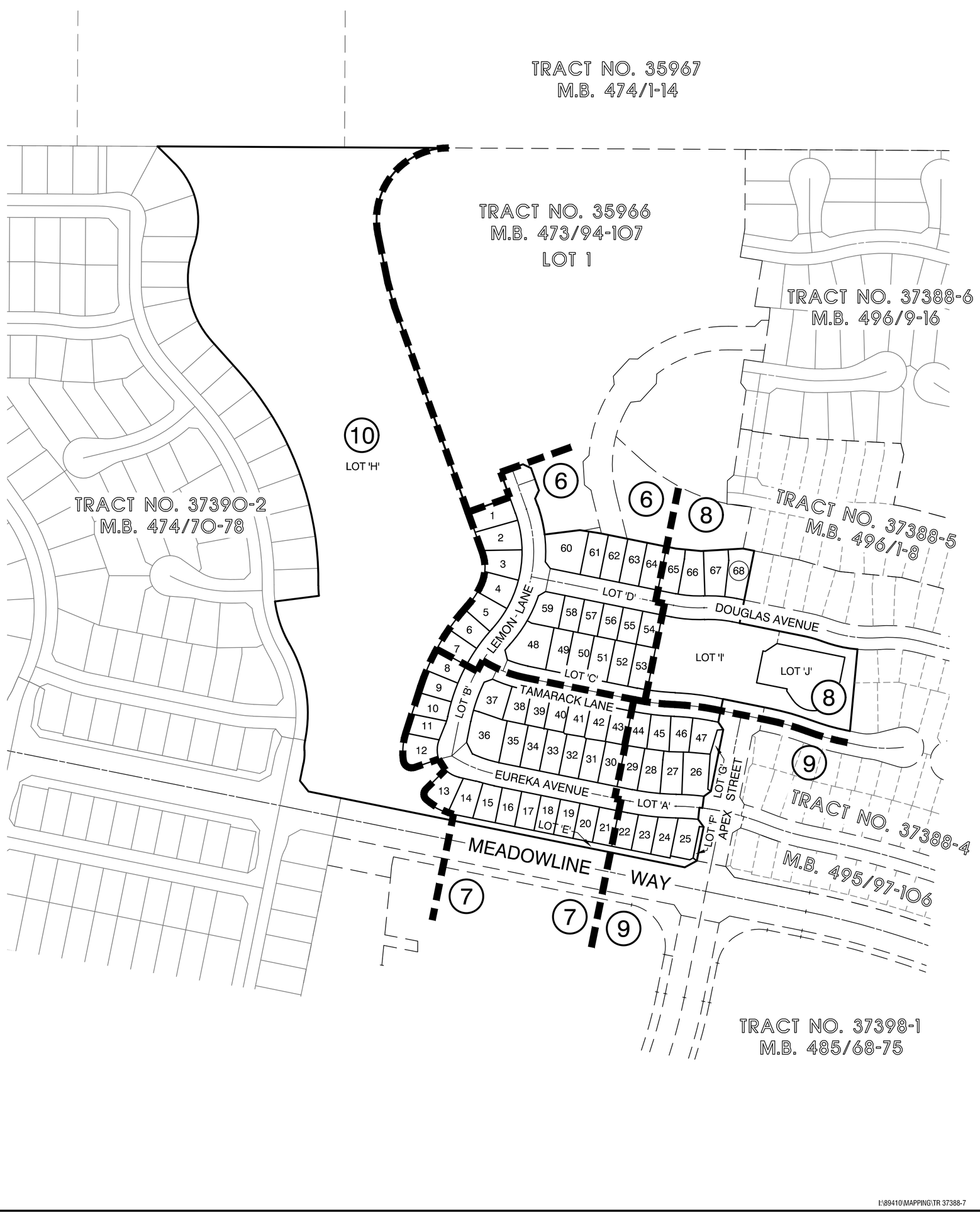
INDEX MAP

N

SCALE: 1" = 160'

160 80 0 160 320 480

GRAPHIC SCALE



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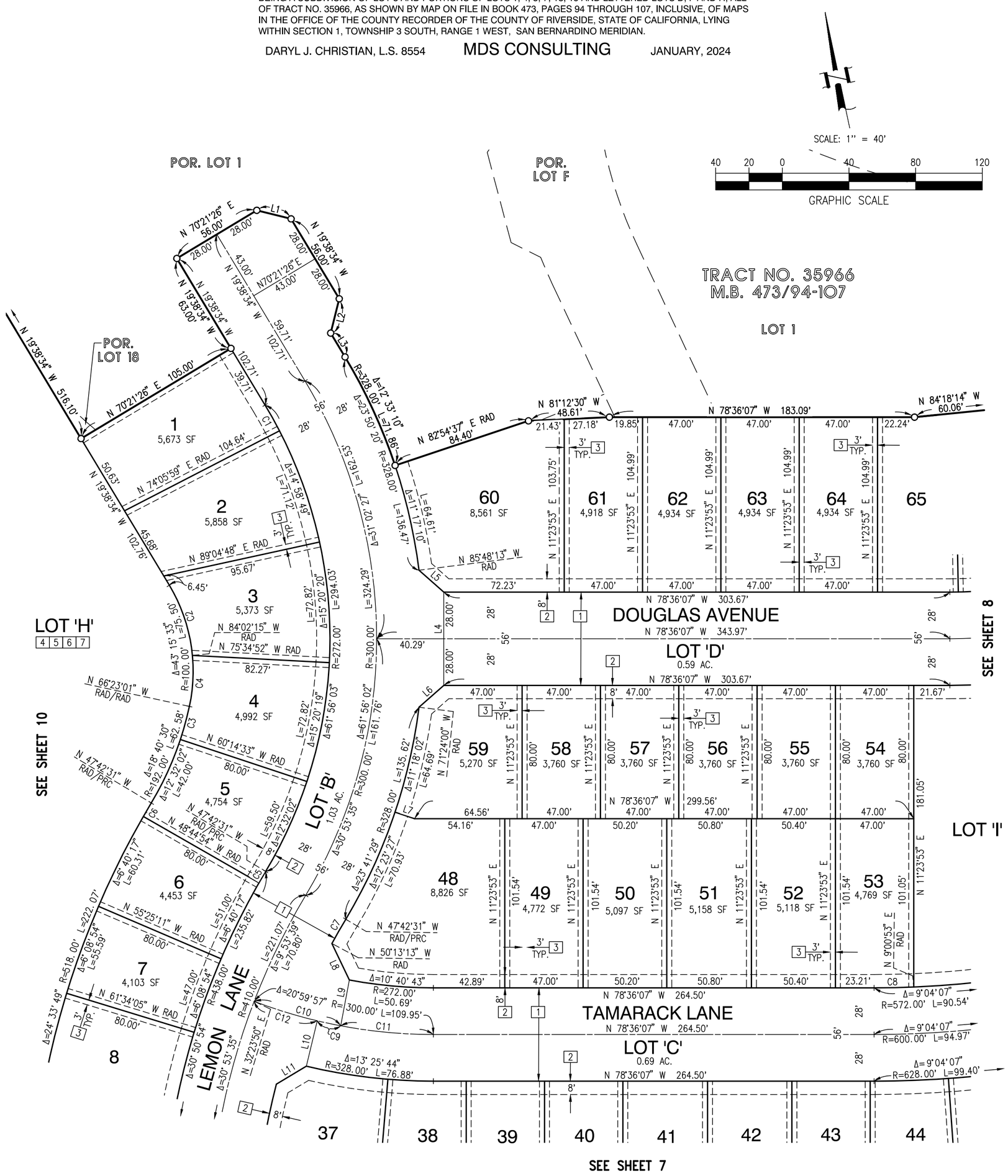
IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 6 OF 10 SHEETS

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024



CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	03°44'33"	272.00'	17.77'
C2	25°36'19"	100.00'	44.69'
C3	06°08'28"	192.00'	20.58'
C4	17°39'14"	100.00'	30.81'
C5	01°02'23"	438.00'	7.95'
C6	01°02'23"	518.00'	9.40'
C7	02°30'42"	382.00'	16.75'
C8	02°23'00"	572.00'	23.79'
C9	02°45'01"	300.00'	14.40'
C10	10°19'14"	300.00'	54.04'
C11	10°40'43"	300.00'	55.91'
C12	07°34'13"	300.00'	39.64'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 64°38'34" W	21.21'
L2	N 25°21'26" E	21.21'
L3	N 19°38'34" W	16.71'
L4	N 11°23'53" E	56.00'
L5	N 37°12'10" W	19.84'
L6	N 59°59'57" E	19.84'
L7	N 60°05'58" W RAD	12.32'
L8	N 14°04'18" W	24.22'
L9	N 22°04'36" E RAD	28.00'
L10	N 24°49'37" E RAD	28.00'
L11	N 70°28'57" E	20.97'

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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 7 OF 10 SHEETS

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE

COURSE DATA		
#	BEARING	DISTANCE
L1	N 77°22'43" W	10.89'
L2	N 70°28'57" E	20.97'
L3	N 74°31'42" W RAD	13.32'
L4	N 80°32'45" W	1.52'
L5	N 26°38'48" W	30.81'
L6	N 79°15'38" W	1.52'
L7	N 44°02'02" W	4.37'
L8	N 81°19'10" W	1.52'
L9	N 43°28'10" W	4.65'
L10	N 80°31'35" W	5.12'
L11	N 78°49'10" W	9.12'

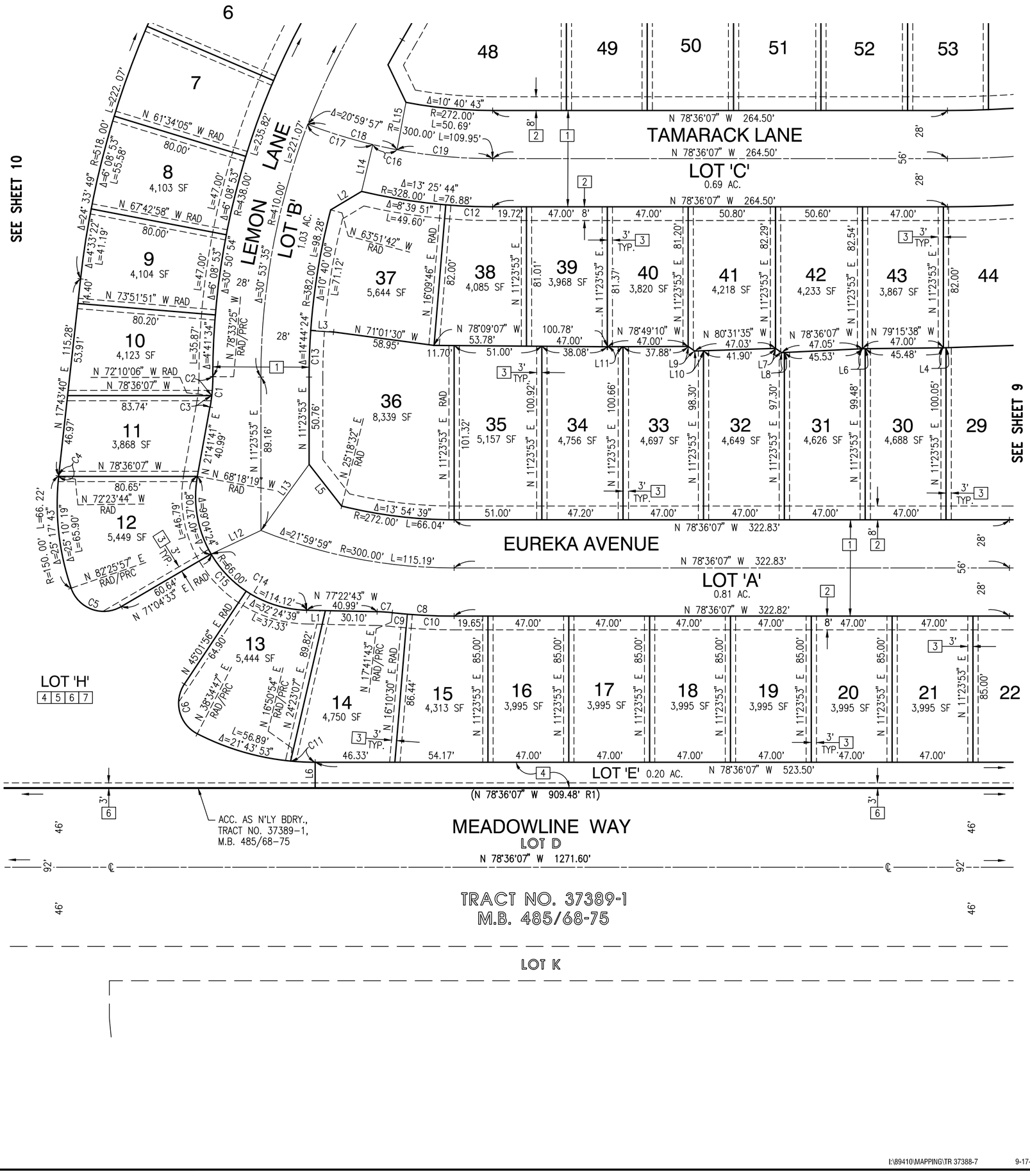
COURSE DATA		
#	BEARING	DISTANCE
L12	N 76°00'55" E	32.07'
L13	N 47°29'48" E	47.52'
L14	N 24°49'37" E	28.00'
L15	N 22°04'36" E	28.00'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	10°15'06"	100.00'	17.89'
C2	06°23'19"	100.00'	11.15'
C3	03°51'47"	100.00'	6.74'
C4	0°07'24"	150.00'	0.32'
C5	101°21'24"	20.00'	35.38'
C6	96°27'09"	20.00'	33.67'
C7	05°04'26"	100.00'	8.86'
C8	06°17'50"	328.00'	36.05'
C9	01°31'13"	328.00'	8.70'
C10	04°46'37"	328.00'	27.35'
C11	05°27'01"	150.00'	14.27'
C12	04°45'53"	328.00'	27.28'
C13	04°04'25"	382.00'	27.16'
C14	58°27'16"	66.00'	67.33'
C15	26°02'37"	66.00'	30.00'
C16	02°45'01"	300.00'	14.40'
C17	07°34'13"	300.00'	39.64'
C18	10°19'14"	300.00'	54.04'
C19	10°40'43"	300.00'	55.91'

SEE SHEET 6

SEE SHEET 10

SEE SHEET 9



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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-7

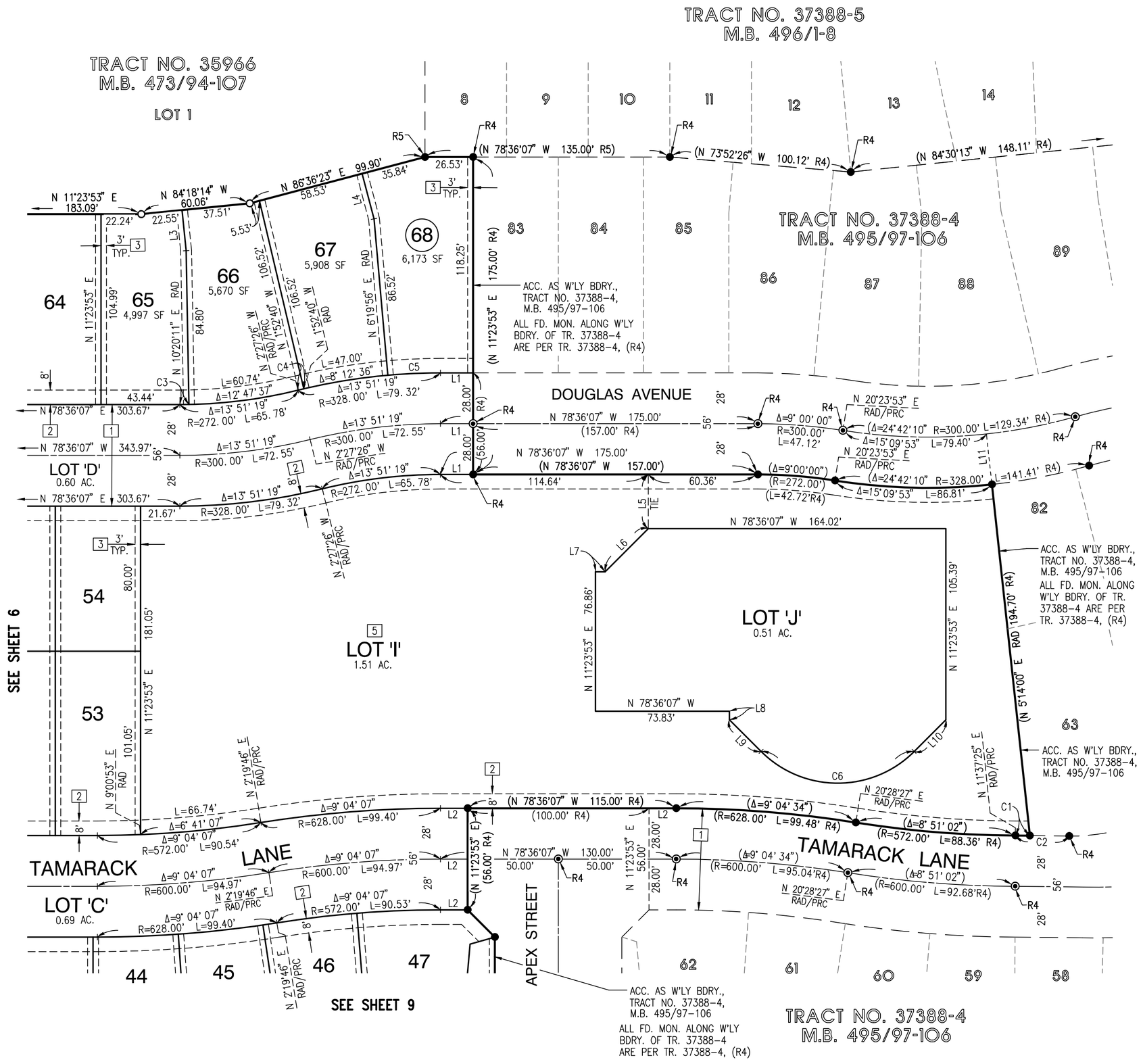
BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE



COURSE DATA		
#	BEARING	DISTANCE
L1	N 78°36'07" W	18.00'
L2	(N 78°36'07" W	15.00' R4)
L3	N 05°41'46" E	22.50'
L4	N 03°23'37" W	25.80'
L5	N 11°23'53" E	29.83'
L6	N 56°23'53" E	33.66'
L7	N 78°36'07" W	5.33'
L8	N 11°23'53" E	4.72'
L9	N 33°36'07" W	24.71'
L10	N 56°23'53" E	24.71'
L11	N 05°14'00" E	28.00'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(00°10'51"	2520.00'	7.95' R4)
C2	(00°40'27"	2520.00'	29.65' R4)
C3	01°03'42"	272.00'	5.04'
C4	00°34'46"	328.00'	3.32'
C5	05°03'57"	328.00'	29.00'
C6	90°00'00"	59.67'	93.73'

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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 9 OF 10 SHEETS

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

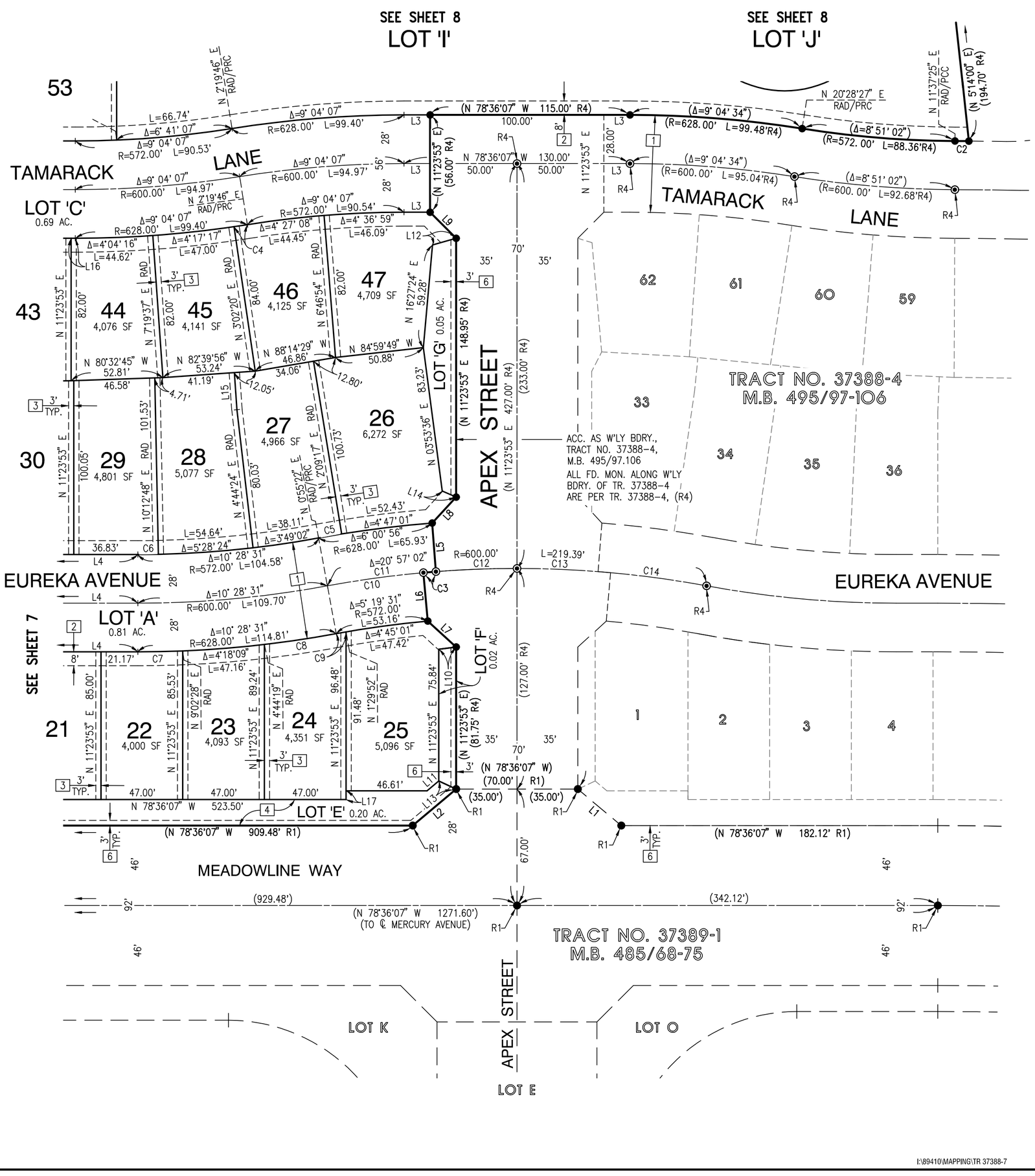
SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(21°06'19"	2126.00'	783.13' R1)
C2	(00°10'51"	2520.00'	7.95' R4)
C3	(00°41'25"	600.00'	7.23' R4)
C4	00°42'34"	628.00'	7.78'
C5	01°13'55"	628.00'	13.50'
C6	01°11'05"	572.00'	11.83'
C7	02°21'25"	628.00'	25.83'
C8	03°48'57"	628.00'	41.82'
C9	00°34'30"	572.00'	5.74'
C10	05°19'30"	600.00'	55.76'
C11	06°00'56"	600.00'	62.99'
C12	(04°27'35"	600.00'	46.70' R4)
C13	(04°27'35"	600.00'	46.70' R4)
C14	(06°00'56"	600.00'	62.99' R4)

COURSE DATA		
#	BEARING	DISTANCE
L1	(N 38°34'18" W	32.65' R1)
L2	(N 61°22'04" E	32.65' R1)
L3	N 78°36'07" W	15.00'
L4	N 78°36'07" W	322.83'
L5	(N 06°56'18" E RAD	28.00' R4)
L6	(N 06°14'53" E RAD	28.00' R4)
L7	(N 36°10'37" W	22.14' R4)
L8	(N 54°10'06" E	20.37' R4)
L9	(N 33°36'07" W	21.21' R4)
L10	N 85°44'16" W	10.08'
L11	N 61°22'04" E	8.80'
L12	N 85°32'44" E	14.18'
L13	N 53°17'01" W	11.03'
L14	N 54°54'43" W	8.74'
L15	N 07°20'04" E	21.42'
L16	N 78°36'07" W	2.38'
L17	N 11°23'53" E	5.00'



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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 10 OF 10 SHEETS

TRACT NO. 37388-7

BEING A SUBDIVISION OF LOT 8 AND PORTIONS OF LOTS 1, 4, 5, 7, 18, 19 AND LETTERED LOTS D, F AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

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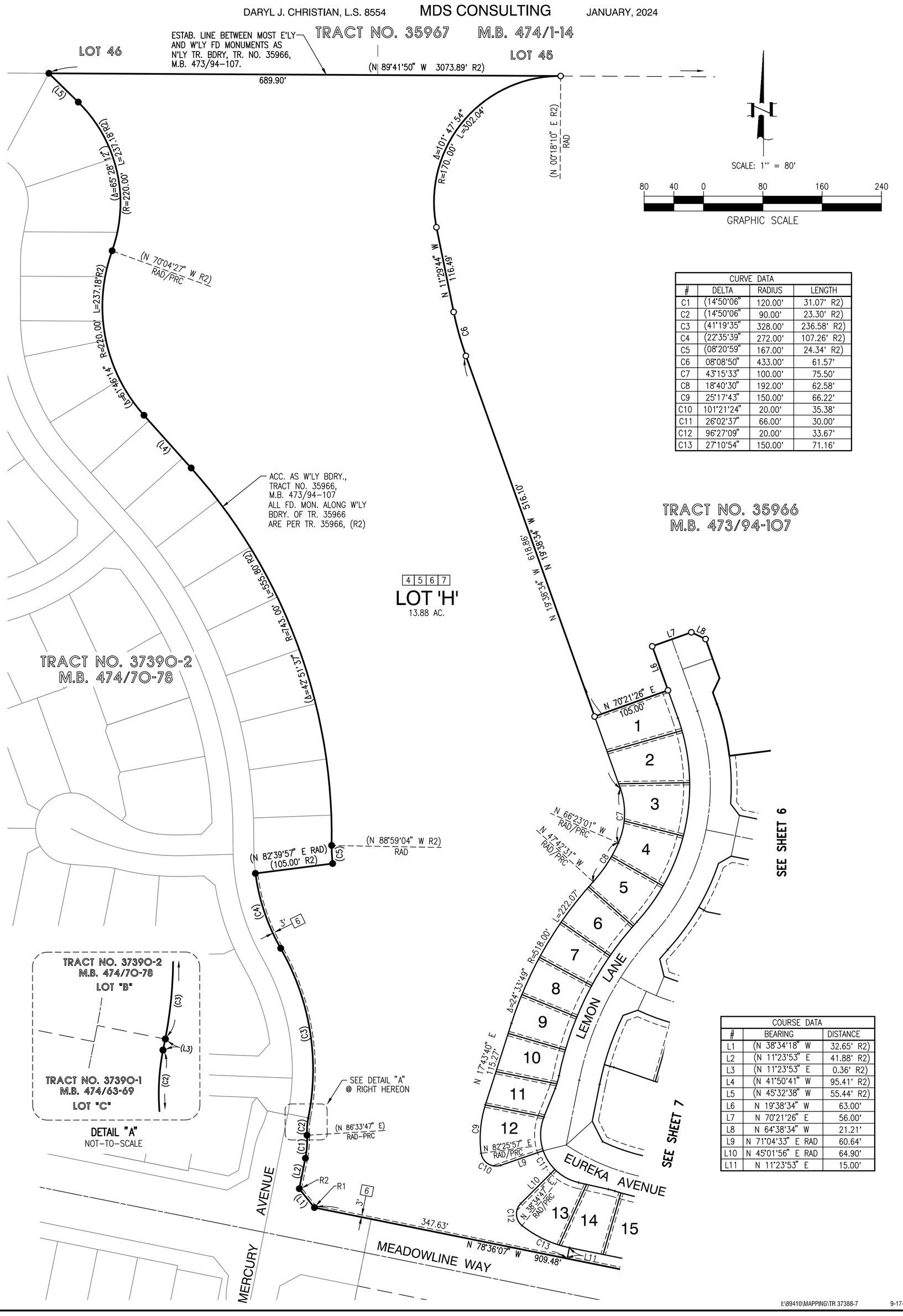

SCALE: 1" = 80'

80 40 0 80 160 240

GRAPHIC SCALE

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(14°50'06"	120.00'	31.07' R2)
C2	(14°50'06"	90.00'	23.30' R2)
C3	(41°19'35"	328.00'	236.58' R2)
C4	(22°35'39"	272.00'	107.26' R2)
C5	(08°20'59"	167.00'	24.34' R2)
C6	08°08'50"	433.00'	61.57'
C7	43°15'33"	100.00'	75.50'
C8	18°40'30"	192.00'	62.58'
C9	25°17'43"	150.00'	66.22'
C10	101°21'24"	20.00'	35.38'
C11	26°02'37"	66.00'	30.00'
C12	96°27'09"	20.00'	33.67'
C13	27°10'54"	150.00'	71.16'

COURSE DATA		
#	BEARING	DISTANCE
L1	(N 38°34'18" W	32.65' R2)
L2	(N 11°23'53" E	41.88' R2)
L3	(N 11°23'53" E	0.36' R2)
L4	(N 41°50'41" W	95.41' R2)
L5	(N 45°32'38" W	55.44' R2)
L6	N 19°38'34" W	63.00'
L7	N 70°21'26" E	56.00'
L8	N 64°38'34" W	21.21'
L9	N 71°04'33" E RAD	60.64'
L10	N 45°01'56" E RAD	64.90'
L11	N 11°23'53" E	15.00'

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CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[ ] FINAL TRACT MAP NO. 37388-7 ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL - PA14-2

NAME AND ADDRESS OF SUBDIVIDER(S): TRI POINTE HOMES, IE-SD
1250 CORONA POINTE CT, #600

CORONA, CA 92879

CITY COUNCIL RESOLUTION OF APPROVAL NO. _____ ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: See Below

IMPROVEMENT/PLAN NO.:
Sewer Improvement Plan
Street Improvement Plan
Water Improvement Plan
Monumentation Improvement Plan

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$1,694.631.84
GRADING	$
MONUMENTATION	$26,714.24
TOTAL:	$1,721,346.08

FORM OF IMPROVEMENT SECURITY:

[ ] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

The Continental Insurance Company
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Bond No. 30229504

Bond No. 30229505

Bond No. 30229506

Bond No. 30229507

EFFECTIVE DATE OF AGREEMENT:

_____
(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract 37388-7 ~~(including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street~~, shall be completed within two years from the Effective Date of the Agreement. _____ ~~Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____~~.

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by

the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall

inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If

the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original

performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the

satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the

Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below

as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any

vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of

earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement

to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG

20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for

Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael C. Taylor
Title: Division President

Date: 10·30·24

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

THIS SUBDIVISON CONTAINS

NUMBERED LOTS:	52
LETTERED LOTS:	5
TOTAL LOTS:	57
GROSS AREA:	9.44 ACRES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-8

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5, 18, 19 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____ , 20 __
AT_____ M. IN BOOK _____ OF MAPS,
AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE CITY OF BANNING

NO. _____

FEE _____

PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. WE HEREBY DEDICATE TO THE CITY OF BANNING, LOTS 'A' THROUGH 'C', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS 'A' THROUGH 'C', INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 52, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT 'D' AND 'E' FOR SIDEWALK AND/OR TRAIL PURPOSES.
5. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT 'D' FOR PUBLIC STORM DRAIN PURPOSES.
6. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT 'E' FOR PUBLIC SANITARY SEWER PURPOSES.

WE ALSO HEREBY RESERVE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP:

1. LOTS 'D' AND 'E', INCLUSIVE, FOR OPEN SPACE, LANDSCAPING AND MAINTENANCE PURPOSES.
2. LOTS 'D' AND 'E' FOR SIDEWALK AND TRAIL PURPOSES.

TRI POINTE HOMES IE-SD, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS PARDEE HOMES, A CALIFORNIA CORPORATION

_____

NAME: MICHAEL C. TAYLOR
TITLE: DIVISION PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON _____ 20__, BEFORE ME, _____ , A NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

_____
SIGNATURE

_____
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ _____ .

DATED: _____ , 20____ .
MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ , 20__ .

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES IN JUNE, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: _____ , 20__ .

_____
DARYL J. CHRISTIAN L.S. 8554

PROFESSIONAL LAND SURVEYOR · DARYL J. CHRISTIAN · LS 8554 · STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37388 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON JANUARY 10, 2023, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ , 20___ .

_____
NATHAN C. SMITH, RCE 74754
CITY ENGINEER, CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER · NATHAN C. SMITH · No. 74754 · CIVIL · STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____ , 20___ .

_____
BY: ROBERT C. OLLERTON, PLS 7731
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA

PROFESSIONAL LAND SURVEYOR · ROBERT C. OLLERTON · 7731 · STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL ON JANUARY 10, 2023.

DATED: _____

_____
DAVID A. NEWELL
COMMUNITY DEVELOPMENT DIRECTOR

CITY ACCEPTANCE CERTIFICATE

I, _____ CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ , 20 ____ , DULY APPROVED THE WITHIN SUBDIVISION, AND ACCEPTED ON BEHALF OF THE PUBLIC AS OFFERED FOR DEDICATION:

1. LOTS 'A' THROUGH 'C', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT.
2. THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS 'A' THROUGH 'C', INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 52, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS 'D' AND 'E' FOR SIDEWALK AND/OR TRAIL PURPOSES.
5. THE NON-EXCLUSIVE USE EASEMENT OVER LOT 'D' FOR PUBLIC STORM DRAIN PURPOSES.
6. THE NON-EXCLUSIVE USE EASEMENT OVER LOT 'E' FOR PUBLIC SANITARY SEWER PURPOSES.

DATED: _____

BY: _____
CITY CLERK

ABANDONMENT NOTES:

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF ALL EASEMENTS RIGHTS FOR ACCESS AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE CREATED BY THE RECORDATION OF TRACT NO. 35966, FILED IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THAT PORTION OF THE EASEMENT FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 13, 2022 AS DOCUMENT NO. 2022-0428552, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THE BOUNDARY OR THIS MAP, AND NOT SHOWN ON THIS MAP.

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-8

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5, 18, 19 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

EASEMENT NOTES:

A EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

B RIGHT OF WAY FOR DITCHES AND CANALS IN FAVOR THE UNITED STATES OF AMERICA, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

[1] INDICATES VARIABLE WIDTH NON-EXCLUSIVE EASEMENT OVER LOTS 'A' THROUGH 'C', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF BANNING, AS SHOWN HEREON.

[2] INDICATES NON-EXCLUSIVE USE EASEMENT LYING ADJACENT TO LOTS 'A' THROUGH 'C', INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[3] INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THORUGH 52, INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[4] INDICATES NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOTS 'D AND 'E", DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[5] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT 'D', DEDICATED TO THE CITY OF BANNING FOR PUBLIC STORM DRAIN PURPOSES, AS SHOWN HEREON.

[6] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT 'E', DEDICATED TO THE CITY OF BANNING FOR PUBLIC SANITARY SEWER PURPOSES, AS SHOWN HEREON.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.

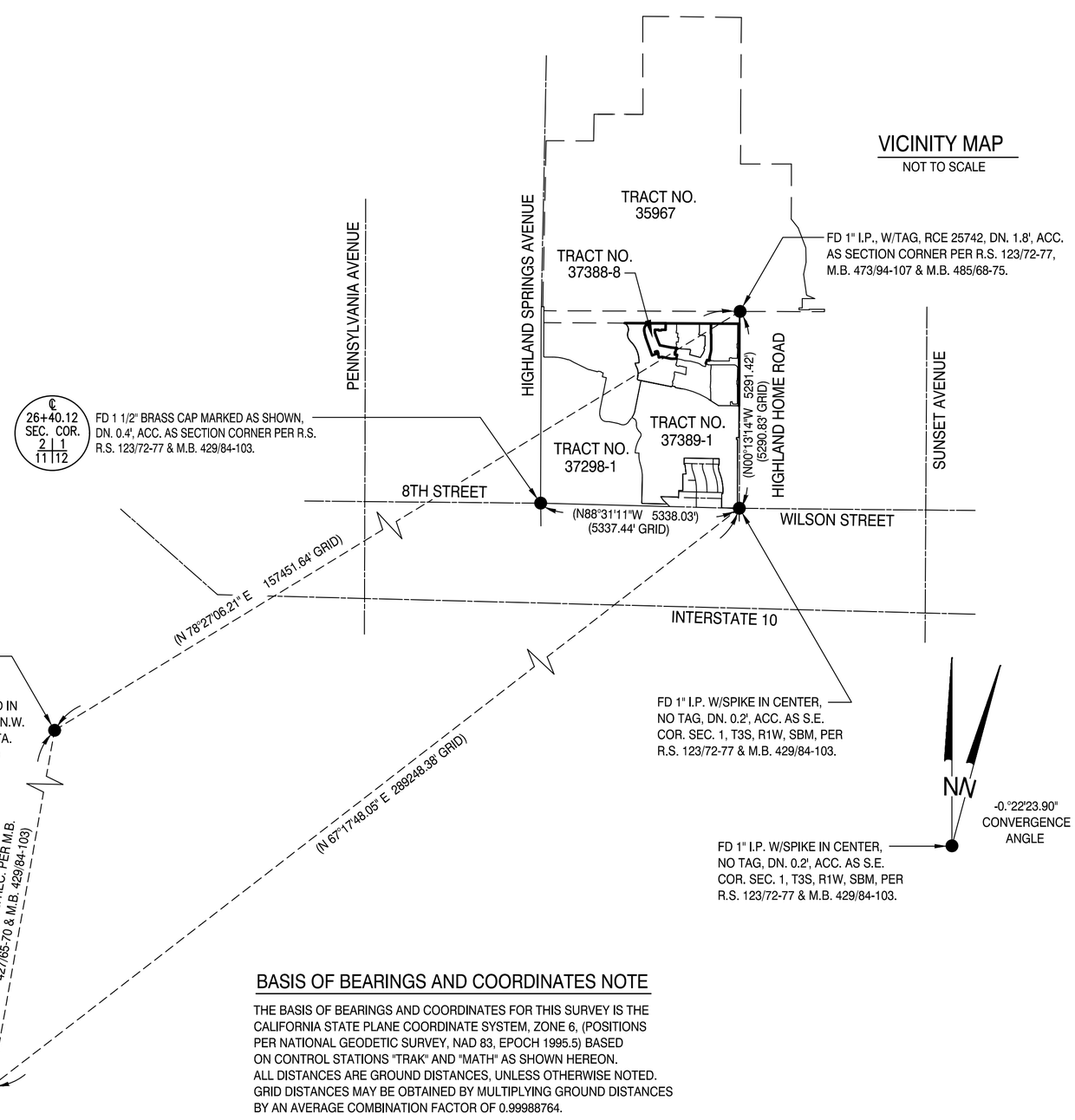
CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC STREET, UTILITIES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 16, 2021 AS INSTRUMENT NO. 2021-0552266, OF OFFICIAL RECORDS.

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-14, DATED DECEMBER 21, 2021, IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.

VICINITY MAP

NOT TO SCALE



BASIS OF BEARINGS AND COORDINATES NOTE

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5) BASED ON CONTROL STATIONS "TRAK" AND "MATH" AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99988764.

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 7 SHEETS

TRACT NO. 37388-8

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5, 18, 19 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

BOUNDARY SURVEY

SCALE: 1"=240'

0 240 480 720

GRAPHIC SCALE

SURVEYOR'S NOTES

● — INDICATES FOUND 1" I.P., L.S. 8554, FLUSH, PER (R2) OR TO BE SET PER (R1) AND (R3) THROUGH (R9), AS LISTED BELOW, AND SHOWN HEREON.

◉ — INDICATES FOUND SPK. & WASHER, LS 8554, FLUSH, PER (R1), OR (R9), OR TO BE SET PER (R6) AND (R4), AS LISTED BELOW, AND SHOWN HEREON.

○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH; AT ALL TRACT CORNERS AND ANGLE POINTS IN TRACT BOUNDARY, UNLESS OTHERWISE NOTED.

1" IRON PIPE, TAGGED L.S. 8554 FLUSH IN DIRT OR SPIKE & WASHER, STAMPED L.S. 8554 FLUSH IN ASPHALT, OR LEAD, TACK AND TAG, L.S. 8554, FLUSH IN CONCRETE OR TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS, CENTERLINE INTERSECTIONS, AND POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

(R1) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37389–1, M.B. 485/68–75.
(R2) — INDICATES REC. & MEAS. DATA PER TRACT NO. 35966, M.B. 473/94–107
(R3) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388–1, M.B. 495/1–5
(R4) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388–2, M.B. 495/6–13
(R5) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388–3, M.B. 495/14–21
(R6) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388–5, M.B. 496/1–8
(R7) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388–6, M.B. 496/9–16
(R8) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388–7, M.B. _____

THIS TRACT MAP CONTAINS 52 LOTS.
THIS TRACT MAP CONTAINS 5 LETTERED LOTS.
THIS TRACT MAP CONTAINS 9.44 ACRES GROSS.

BASIS OF BEARINGS SEE SHEET 2

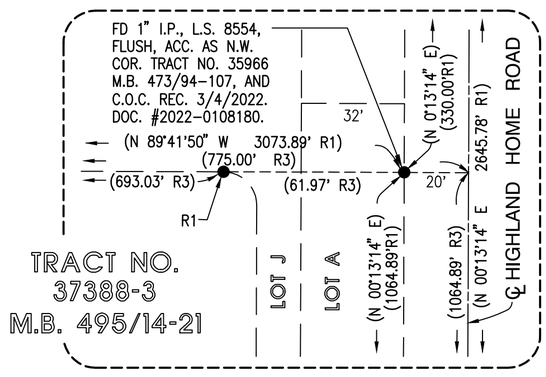
EASEMENT NOTES SEE SHEET 2

DOCUMENT REFERENCE

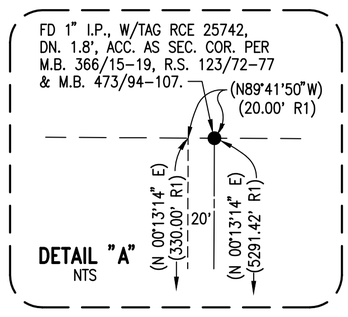
RECORD OF SURVEY – R.S. 123/72–77
TRACT NO. 35574 – M.B. 427/65–70
TRACT NO. 34330 – M.B. 429/84–103
TRACT NO. 35966 – M.B. 473/94–107
TRACT NO. 35967 – M.B. 474/1–14
TRACT NO. 37389–1 – M.B. 485/68–75
TRACT NO. 37388–1 – M.B. 495/1–5
TRACT NO. 37388–2 – M.B. 495/6–13
TRACT NO. 37388–3 – M.B. 495/14–21
TRACT NO. 37388–4 – M.B. 495/97–106
TRACT NO. 37388–5 – M.B. 496/1–8
TRACT NO. 37388–6 – M.B. 496/9–16
TRACT NO. 37388–7 – M.B. _____

ABBREVIATIONS

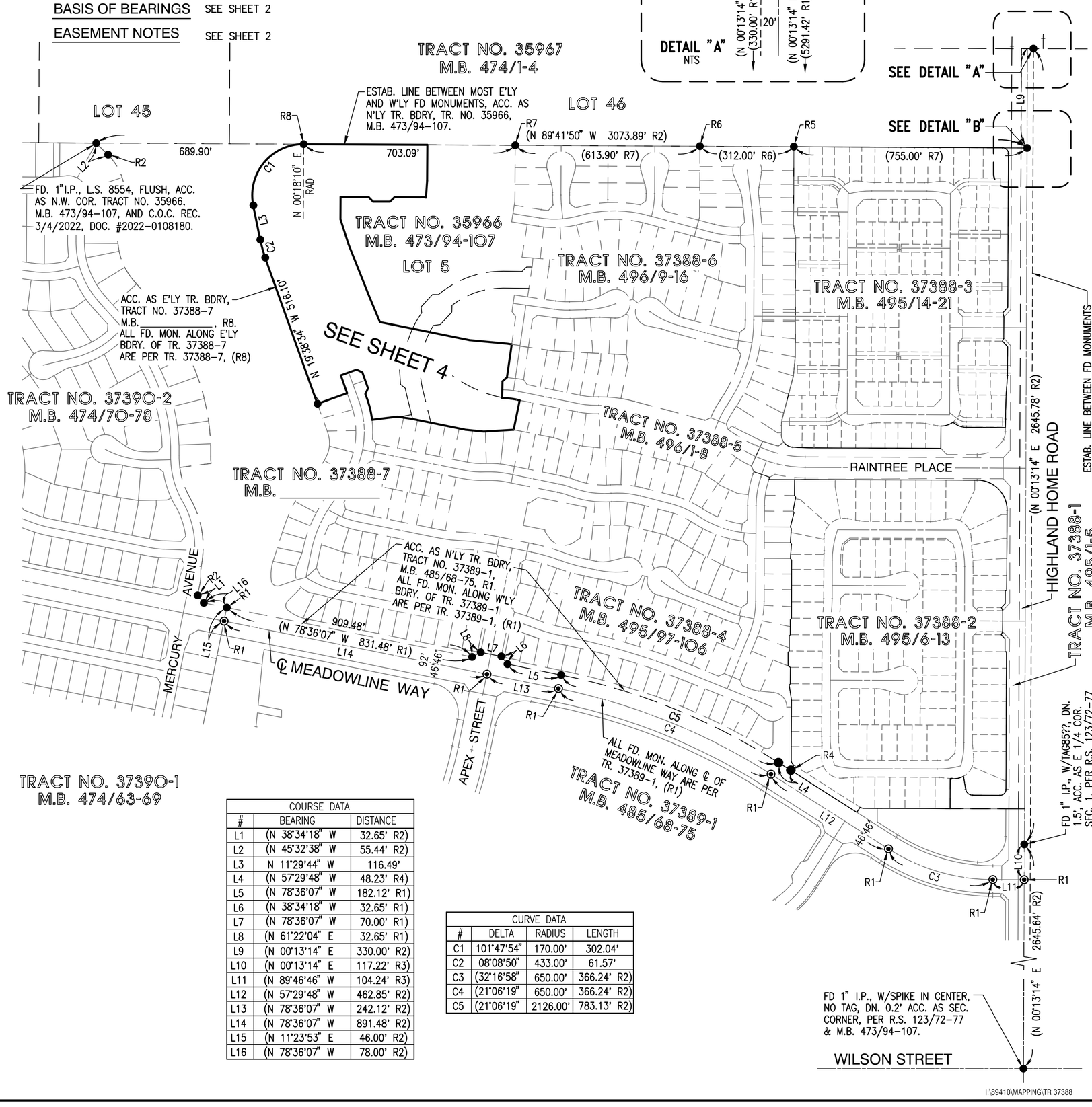
ACC.	ACCEPTED
DOC.	DOCUMENT
ESTAB.	ESTABLISHED
MEAS.	MEASURED
NE	NORTHEAST
NW	NORTHWEST
REC.	RECORD
W/	WITH



DETAIL "B"
NTS



DETAIL "A"
NTS



COURSE DATA		
#	BEARING	DISTANCE
L1	(N 38°34'18" W	32.65' R2)
L2	(N 45°32'38" W	55.44' R2)
L3	N 11°29'44" W	116.49'
L4	(N 57°29'48" W	48.23' R4)
L5	(N 78°36'07" W	182.12' R1)
L6	(N 38°34'18" W	32.65' R1)
L7	(N 78°36'07" W	70.00' R1)
L8	(N 61°22'04" E	32.65' R1)
L9	(N 00°13'14" E	330.00' R2)
L10	(N 00°13'14" E	117.22' R3)
L11	(N 89°46'46" W	104.24' R3)
L12	(N 57°29'48" W	462.85' R2)
L13	(N 78°36'07" W	242.12' R2)
L14	(N 78°36'07" W	891.48' R2)
L15	(N 11°23'53" E	46.00' R2)
L16	(N 78°36'07" W	78.00' R2)

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	101°47'54"	170.00'	302.04'
C2	08°08'50"	433.00'	61.57'
C3	(32°16'58"	650.00'	366.24' R2)
C4	(21°06'19"	650.00'	366.24' R2)
C5	(21°06'19"	2126.00'	783.13' R2)

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 4 OF 7 SHEETS

TRACT NO. 37388-8

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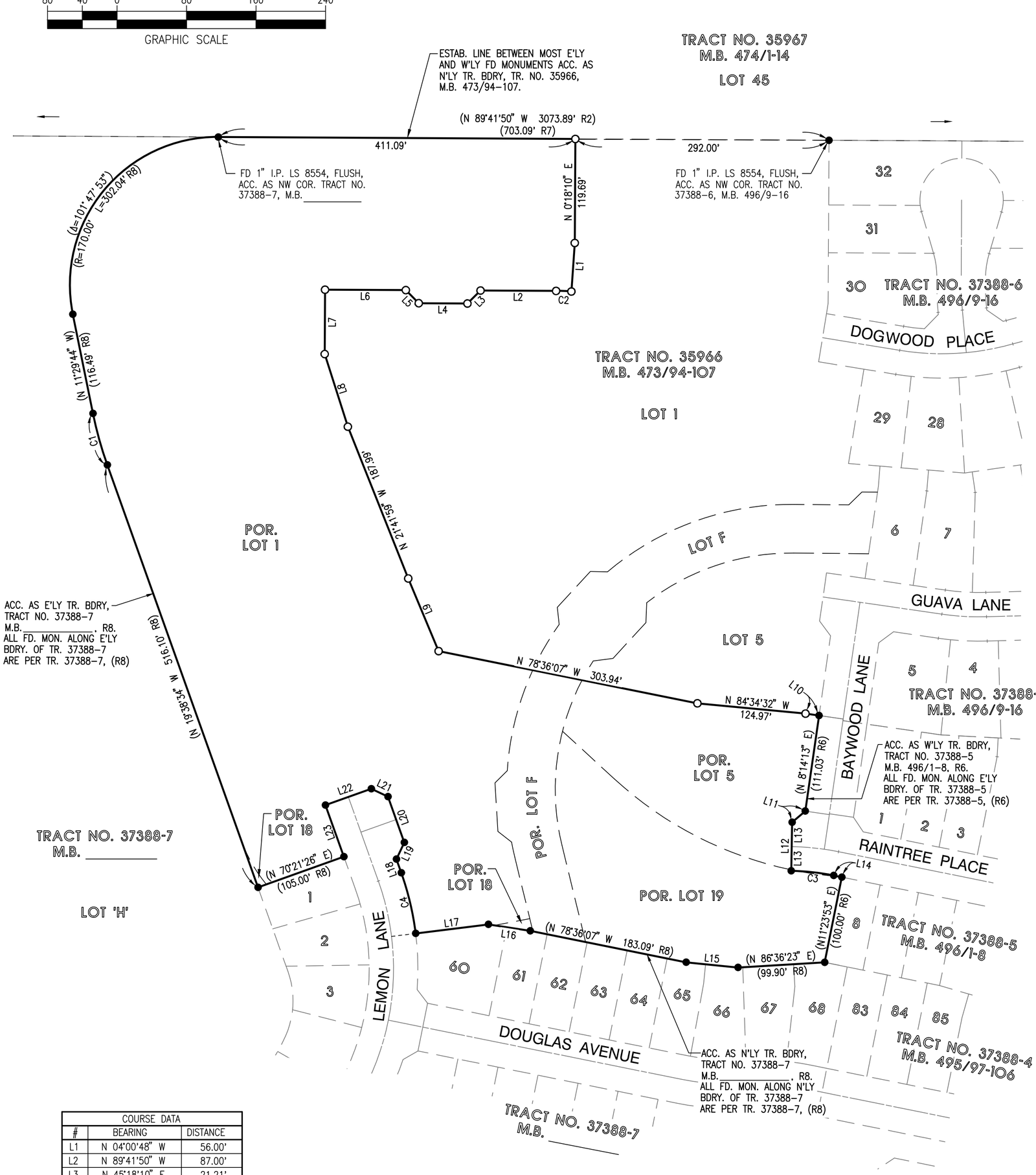
DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

SCALE: 1'' = 80'

80 40 0 80 160 240

GRAPHIC SCALE



COURSE DATA		
#	BEARING	DISTANCE
L1	N 04°00'48" W	56.00'
L2	N 89°41'50" W	87.00'
L3	N 45°18'10" E	21.21'
L4	N 89°41'50" W	56.00'
L5	N 44°41'50" W	21.21'
L6	N 89°41'50" W	93.00'
L7	N 00°18'10" E	74.00'
L8	N 17°41'30" W	87.80'
L9	N 22°41'53" W	90.61'
L10	N 81°45'47" W	15.74'
L11	(N 49°38'10" E	19.84' R6)
L12	(N 01°02'07" E	56.00' R6)
L13	(N 01°02'07" E	28.00' R6)
L14	(N 78°36'07" W	9.56' R6)
L15	(N 84°18'14" W	60.06' R8)

COURSE DATA		
#	BEARING	DISTANCE
L16	(N 81°12'30" W	48.61' R8)
L17	(N 82°54'37" E	84.40' R8)
L18	(N 19°38'34" W	16.71' R8)
L19	(N 25°21'26" E	21.21' R8)
L20	(N 19°38'34" W	56.00' R8)
L21	(N 64°38'34" W	21.21' R8)
L22	(N 70°21264" E	56.00' R8)
L23	(N 19°38'34" W	63.00' R8)

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(08°08'50"	433.00'	61.57' R8)
C2	03°42'38"	272.00'	17.62'
C3	(10°12'46"	272.00'	49.20' R6)
C4	(12°33'11"	328.00'	71.86' R8)
C5	12°12'12"	120.00	120.00'

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 5 OF 7 SHEETS

TRACT NO. 37388-8

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5, 18, 19 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

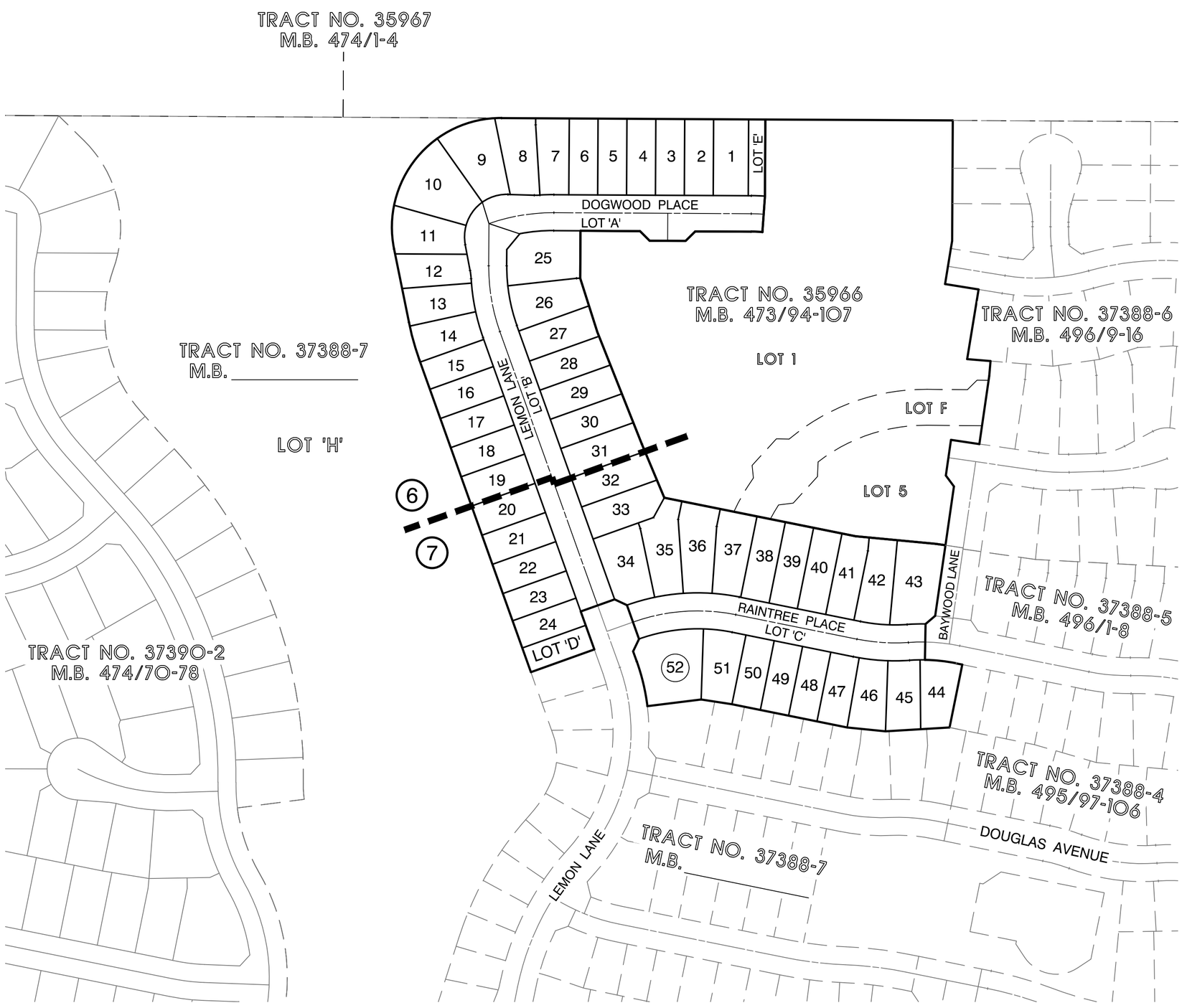
DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

INDEX SHEET

SCALE: 1"=120'

0 120 240 360

GRAPHIC SCALE



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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 6 OF 7 SHEETS

TRACT NO. 37388-8

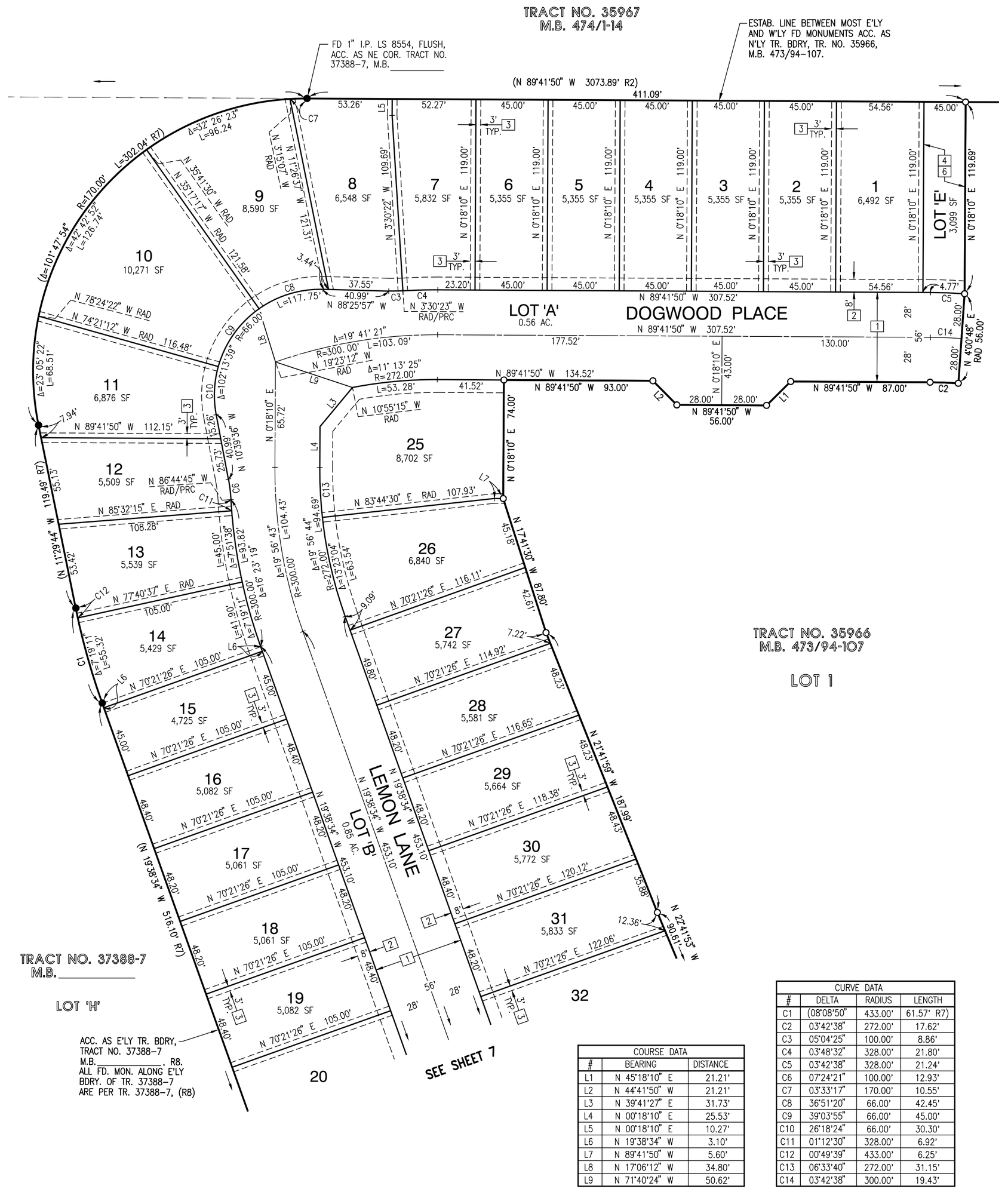
BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5, 18, 19 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE



COURSE DATA		
#	BEARING	DISTANCE
L1	N 45°18'10" E	21.21'
L2	N 44°41'50" W	21.21'
L3	N 39°41'27" E	31.73'
L4	N 00°18'10" E	25.53'
L5	N 00°18'10" E	10.27'
L6	N 19°38'34" W	3.10'
L7	N 89°41'50" W	5.60'
L8	N 17°06'12" W	34.80'
L9	N 71°40'24" W	50.62'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(08°08'50"	433.00'	61.57' R7)
C2	03°42'38"	272.00'	17.62'
C3	05°04'25"	100.00'	8.86'
C4	03°48'32"	328.00'	21.80'
C5	03°42'38"	328.00'	21.24'
C6	07°24'21"	100.00'	12.93'
C7	03°33'17"	170.00'	10.55'
C8	36°51'20"	66.00'	42.45'
C9	39°03'55"	66.00'	45.00'
C10	26°18'24"	66.00'	30.30'
C11	01°12'30"	328.00'	6.92'
C12	00°49'39"	433.00'	6.25'
C13	06°33'40"	272.00'	31.15'
C14	03°42'38"	300.00'	19.43'

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 7 OF 7 SHEETS

TRACT NO. 37388-8

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5, 18, 19 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	05°00'43"	328.00'	28.69'
C2	05°44'18"	272.00'	27.24'
C3	01°36'27"	328.00'	9.20'
C4	15°22'30"	272.00'	72.99'
C5	15°22'30"	300.00'	80.50'
C6	05°00'43"	300.00'	26.24'
C7	(07°12'07"	300.00'	37.71'R6)
C8	(03°19'40"	300.00'	16.55'R6)
C9	05°00'43"	272.00'	23.79'
C10	(10°21'47"	272.00'	49.20'R6)
C11	03°25'54"	272.00'	16.29'
C12	11°56'36"	272.00'	56.70'
C13	12°33'10"	300.00'	65.73'

COURSE DATA		
#	BEARING	DISTANCE
L1	(N 08°14'13" E	1.86' R6)
L2	(N 19°38'34" W	16.71' R8)
L3	(N 25°21'26" E	21.21' R8)
L4	(N 64°38'34" W	21.21' R8)
L5	N 28°32'51" E	35.20'
L6	N 19°38'34" W	9.20'
L7	N 11°23'53" E	29.00'
L8	N 11°23'53" E	27.78'
L9	N 78°36'07" W	2.30'
L10	N 05°25'28" E	20.79'
L11	(N 49°38'10" E	19.84' R6)
L12	(N 78°36'07" W	9.56' R6)
L13	(N 81°45'47" W	28.00' R6)
L14	(N 33°51'53" W	20.14' R6)
L15	(N 70°21'26" E	56.00' R8)
L16	(N 19°38'34" W	56.00' R8)
L17	N 82°54'37" E	28.00'

SEE SHEET 5

LEMON LANE

LOT 'B' 0.85 AC.

LOT 1

TRACT NO. 35966 M.B. 473/94-107

LOT F

LOT 5

RAINTREE PLACE

LOT 'C' 78,049 SF

LOT 'D' 4,200 SF

LOT 'J'

BAYWOOD LANE

19 5,061 SF

20 5,061 SF

21 5,061 SF

22 5,082 SF

23 4,725 SF

24 4,725 SF

31

32 5,970 SF

33 6,384 SF

34 7,744 SF

35 7,386 SF

36 7,469 SF

37 6,896 SF

38 5,791 SF

39 5,791 SF

40 5,791 SF

41 5,797 SF

42 6,501 SF

43 9,160 SF

44 5,802 SF

45 5,695 SF

46 5,744 SF

47 5,120 SF

48 4,950 SF

49 4,950 SF

50 4,950 SF

51 6,389 SF

52 10,719 SF

ACC. AS E'LY TR. BDRY, TRACT NO. 37388-7 M.B. R8. ALL FD. MON. ALONG E'LY BDRY. OF TR. 37388-7 ARE PER TR. 37388-7, (R8)

ACC. AS N'LY TR. BDRY, TRACT NO. 37388-7 M.B. R8. ALL FD. MON. ALONG N'LY BDRY. OF TR. 37388-7 ARE PER TR. 37388-7, (R8)

ACC. AS N'LY TR. BDRY, TRACT NO. 37388-5 M.B. 496/1-8, R6. ALL FD. MON. ALONG N'LY BDRY. OF TR. 37388-5 ARE PER TR. 37388-5, (R6)

ACC. AS W'LY TR. BDRY, TRACT NO. 37388-5 M.B. 496/1-8, R6. ALL FD. MON. ALONG W'LY BDRY. OF TR. 37388-5 ARE PER TR. 37388-5, (R6)

TRACT NO. 37388-5 M.B. 496/1-8

TRACT NO. 37388-7 M.B._____

I:\89410\MAPPING\TR 37388-8 9-17-2024

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[ ] FINAL TRACT MAP NO. 37388-8 ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – PA16A-2
NAME AND ADDRESS OF SUBDIVIDER(S):	TRI POINTE HOMES, IE-SD 1250 CORONA POINTE CT, #600 CORONA, CA 92879
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: See Below

IMPROVEMENT/PLAN NO.:	Street Improvements Plan Water Improvements Plan Sewer Improvement Plan Monumentation Improvement Plan	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$1,084,443.58
	GRADING	$
	MONUMENTATION	$17,411.96
	TOTAL:	$1,101,855.54

FORM OF IMPROVEMENT SECURITY:

[ ] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

The Continental Insurance Company
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Bond No. 30229508

Bond No. 30229509

Bond No. 30229510

Bond No. 30229511

EFFECTIVE DATE OF AGREEMENT:

_____
(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract 37388-8 ~~(including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street~~, shall be completed within two years from the Effective Date of the Agreement. ~~_____ Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference.

Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein,

"monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael C. Taylor
Title: Division President

Date: 10·30·24

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edelmira Gonzales (Seal)

FRS01 EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY My Comm. Exp. October 12, 2027 FRS01

THIS SUBDIVISON CONTAINS

NUMBERED LOTS: 31
LETTERED LOTS: 3
TOTAL LOTS: 34
GROSS AREA: 6.82 ACRES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____ , 20__
AT_____ M. IN BOOK _____ OF MAPS,
AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE CITY OF BANNING

NO. _____

FEE _____

PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. WE HEREBY DEDICATE TO THE CITY OF BANNING, LOTS 'A' THROUGH 'C', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS 'A' THROUGH 'C', INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 31, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

TRI POINTE HOMES IE-SD, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS PARDEE HOMES, A CALIFORNIA CORPORATION

_____

NAME: MICHAEL C. TAYLOR
TITLE: DIVISION PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON_____ 20__, BEFORE ME, _____ , A NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

_____
SIGNATURE

_____
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ _____ .

DATED: _____ , 20____ .
MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ , 20__ .

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES IN JUNE, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: _____ , 20__ .

_____
DARYL J. CHRISTIAN L.S. 8554

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37388 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON JANUARY 10, 2023, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ , 20___ .

_____
NATHAN C. SMITH, RCE 74754
CITY ENGINEER, CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER
NATHAN C. SMITH
No. 74754
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____ , 20___ .

_____
BY: ROBERT C. OLLERTON, PLS 7731
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA

PROFESSIONAL LAND SURVEYOR
ROBERT C. OLLERTON
7731
STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL ON JANUARY 10, 2023.

DATED: _____

_____
DAVID A. NEWELL
COMMUNITY DEVELOPMENT DIRECTOR

CITY ACCEPTANCE CERTIFICATE

I, _____ CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ , 20 ___ , DULY APPROVED THE WITHIN SUBDIVISION, AND ACCEPTED ON BEHALF OF THE PUBLIC AS OFFERED FOR DEDICATION:

1. LOTS 'A' THROUGH 'C', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT.
2. THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS 'A' THROUGH 'C', INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 31, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

DATED: _____

BY: _____
CITY CLERK

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF ALL EASEMENTS RIGHTS FOR ACCESS AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE CREATED BY THE RECORDATION OF TRACT NO. 35966, FILED IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

EASEMENT NOTES:

A EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

B RIGHT OF WAY FOR DITCHES AND CANALS IN FAVOR THE UNITED STATES OF AMERICA, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

[1] INDICATES VARIABLE WIDTH NON-EXCLUSIVE EASEMENT OVER LOTS 'A' THROUGH 'C', INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF BANNING, AS SHOWN HEREON.

[2] INDICATES NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO LOTS 'A' AND 'C', INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[3] INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 31, INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

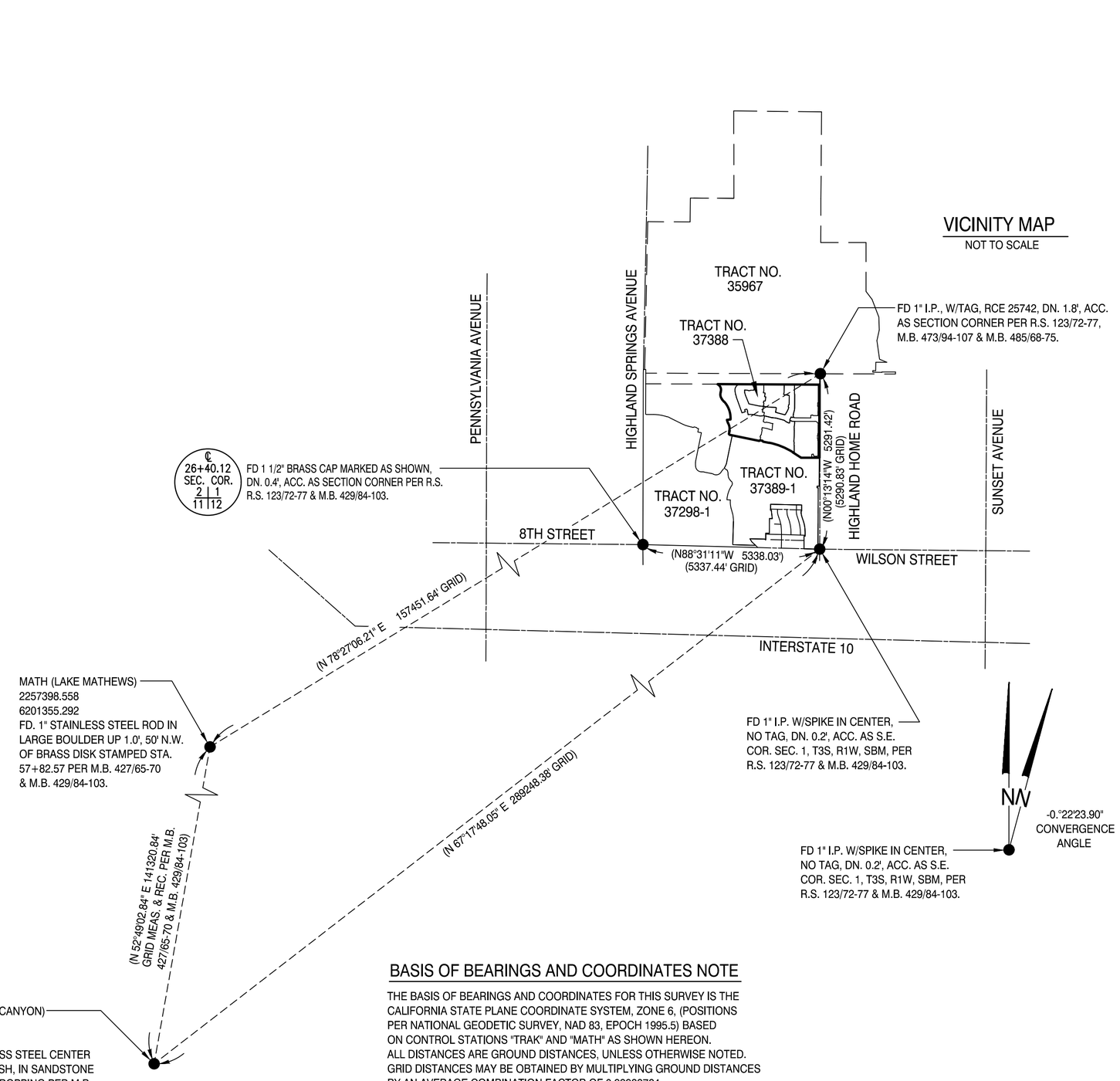
CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-14, DATED DECEMBER 21, 2021, IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.

VICINITY MAP

NOT TO SCALE



BASIS OF BEARINGS AND COORDINATES NOTE

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5) BASED ON CONTROL STATIONS "TRAK" AND "MATH" AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99988764.

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 6 SHEETS

TRACT NO. 37388

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

BOUNDARY SURVEY

SCALE: 1"=240'

0 240 480 720

GRAPHIC SCALE

SURVEYOR'S NOTES

● — INDICATES FOUND 1" I.P., L.S. 8554, FLUSH, PER (R2), OR TO BE SET (R1) AND (R3) THROUGH (R8), AS LISTED BELOW, AND SHOWN HEREON.

◉ — INDICATES FOUND SPK. & WASHER, LS 8554, FLUSH, PER (R1), OR TO BE SET PER (R6) AND (R8), AS LISTED BELOW, AND SHOWN HEREON.

○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH; AT ALL TRACT CORNERS AND ANGLE POINTS IN TRACT BOUNDARY, UNLESS OTHERWISE NOTED.

1" IRON PIPE, TAGGED L.S. 8554 FLUSH IN DIRT OR SPIKE & WASHER, STAMPED L.S. 8554 FLUSH IN ASPHALT, OR LEAD, TACK AND TAG, L.S. 8554, FLUSH IN CONCRETE OR TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS, CENTERLINE INTERSECTIONS, AND POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

(R1) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37389-1, M.B. 485/68-75.
(R2) — INDICATES REC. & MEAS. DATA PER TRACT NO. 35966, M.B. 473/94-107
(R3) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-1, M.B. 495/1-5
(R4) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-3, M.B. 495/14-21
(R5) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-5, M.B. 496/1-8
(R6) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-6, M.B. 496/9-16
(R7) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-7, M.B. _____
(R8) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388-8, M.B. _____

THIS TRACT MAP CONTAINS 31 LOTS.
THIS TRACT MAP CONTAINS 3 LETTERED LOTS.
THIS TRACT MAP CONTAINS 6.82 ACRES GROSS.

BASIS OF BEARINGS SEE SHEET 2

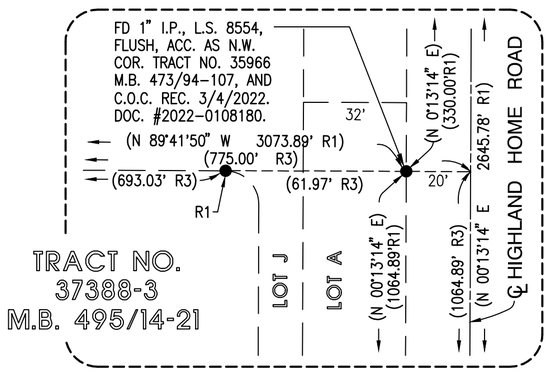
EASEMENT NOTES SEE SHEET 2

DOCUMENT REFERENCE

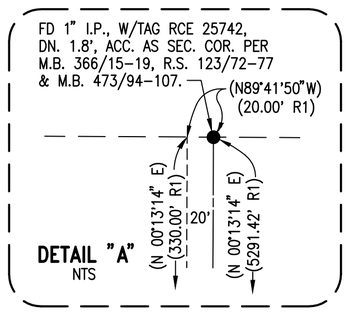
RECORD OF SURVEY – R.S. 123/72-77
TRACT NO. 35574 – M.B. 427/65-70
TRACT NO. 34330 – M.B. 429/84-103
TRACT NO. 35966 – M.B. 473/94-107
TRACT NO. 35967 – M.B. 474/1-14
TRACT NO. 37389-1 – M.B. 485/68-75
TRACT NO. 37388-1 – M.B. 495/1-5
TRACT NO. 37388-2 – M.B. 495/6-13
TRACT NO. 37388-3 – M.B. 495/14-21
TRACT NO. 37388-4 – M.B. 495/97-106
TRACT NO. 37388-5 – M.B. 496/1-8
TRACT NO. 37388-6 – M.B. 496/9-16
TRACT NO. 37388-7 – M.B. _____
TRACT NO. 37388-8 – M.B. _____

ABBREVIATIONS

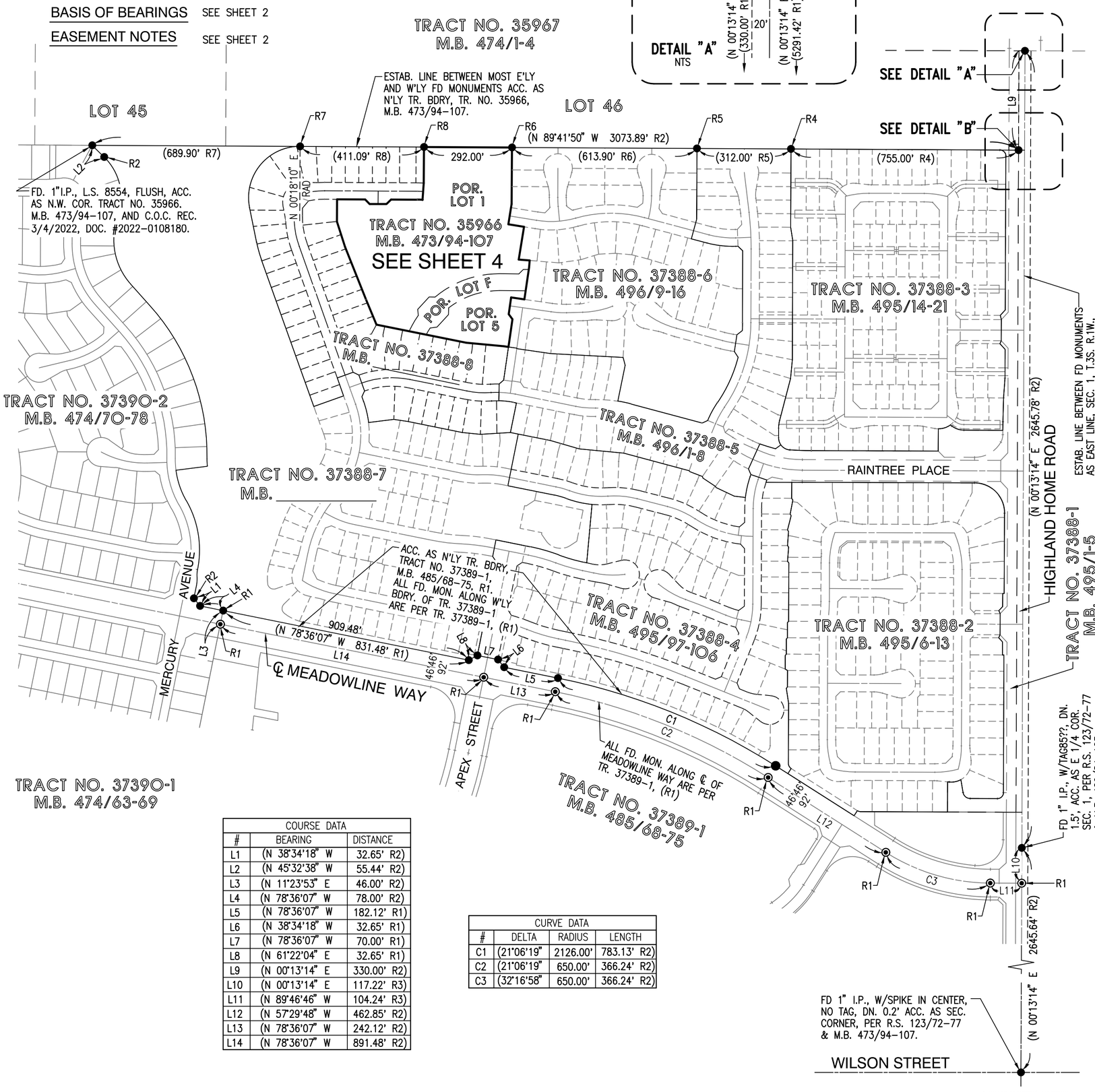
ACC.	ACCEPTED
DOC.	DOCUMENT
ESTAB.	ESTABLISHED
MEAS.	MEASURED
NE	NORTHEAST
NW	NORTHWEST
REC.	RECORD
W/	WITH



DETAIL "B"
NTS



DETAIL "A"
NTS



COURSE DATA		
#	BEARING	DISTANCE
L1	(N 38°34'18" W	32.65' R2)
L2	(N 45°32'38" W	55.44' R2)
L3	(N 11°23'53" E	46.00' R2)
L4	(N 78°36'07" W	78.00' R2)
L5	(N 78°36'07" W	182.12' R1)
L6	(N 38°34'18" W	32.65' R1)
L7	(N 78°36'07" W	70.00' R1)
L8	(N 61°22'04" E	32.65' R1)
L9	(N 00°13'14" E	330.00' R2)
L10	(N 00°13'14" E	117.22' R3)
L11	(N 89°46'46" W	104.24' R3)
L12	(N 57°29'48" W	462.85' R2)
L13	(N 78°36'07" W	242.12' R2)
L14	(N 78°36'07" W	891.48' R2)

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(21°06'19"	2126.00'	783.13' R2)
C2	(21°06'19"	650.00'	366.24' R2)
C3	(32°16'58"	650.00'	366.24' R2)

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388

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DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

SCALE: 1'' = 80'

80 40 0 80 160 240

GRAPHIC SCALE



COURSE DATA		
#	BEARING	DISTANCE
L1	(N 80°42'51" W	52.82' R6)
L2	(N 85°18'34" W	36.43' R6)
L3	(N 04°41'26" E	23.28' R6)
L4	(N 81°45'47" W	44.76' R6)
L5	(N 08°14'13" E	56.00' R6)
L6	(N 36°45'47" W	21.21' R6)
L7	(N 81°45'47" W	15.74' R8)
L8	(N 44°41'50" W	21.21' R8)
L9	(N 89°41'50" W	56.00' R8)
L10	(N 45°18'10" E	21.21' R8)

COURSE DATA		
#	BEARING	DISTANCE
L11	(N 04°00'48" E	56.00' R8)
L12	(N 04°00'48" E	28.00' R8)
L13	(N 00°18'10" E	43.00' R8)
L14	(N 89°41'50" W	28.00' R8)
L15	(N 04°00'48" E	56.00' R6)
L16	(N 04°00'48" E	28.00' R6)
L17	(N 08°14'13" E	28.00' R6)

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(03°42'38"	272.00'	17.62' R8)
C2	(03°42'38"	300.00'	19.43' R8)
C3	12°12'12"	120.00	120.00'
C4	12°12'12"	120.00	120.00'

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388

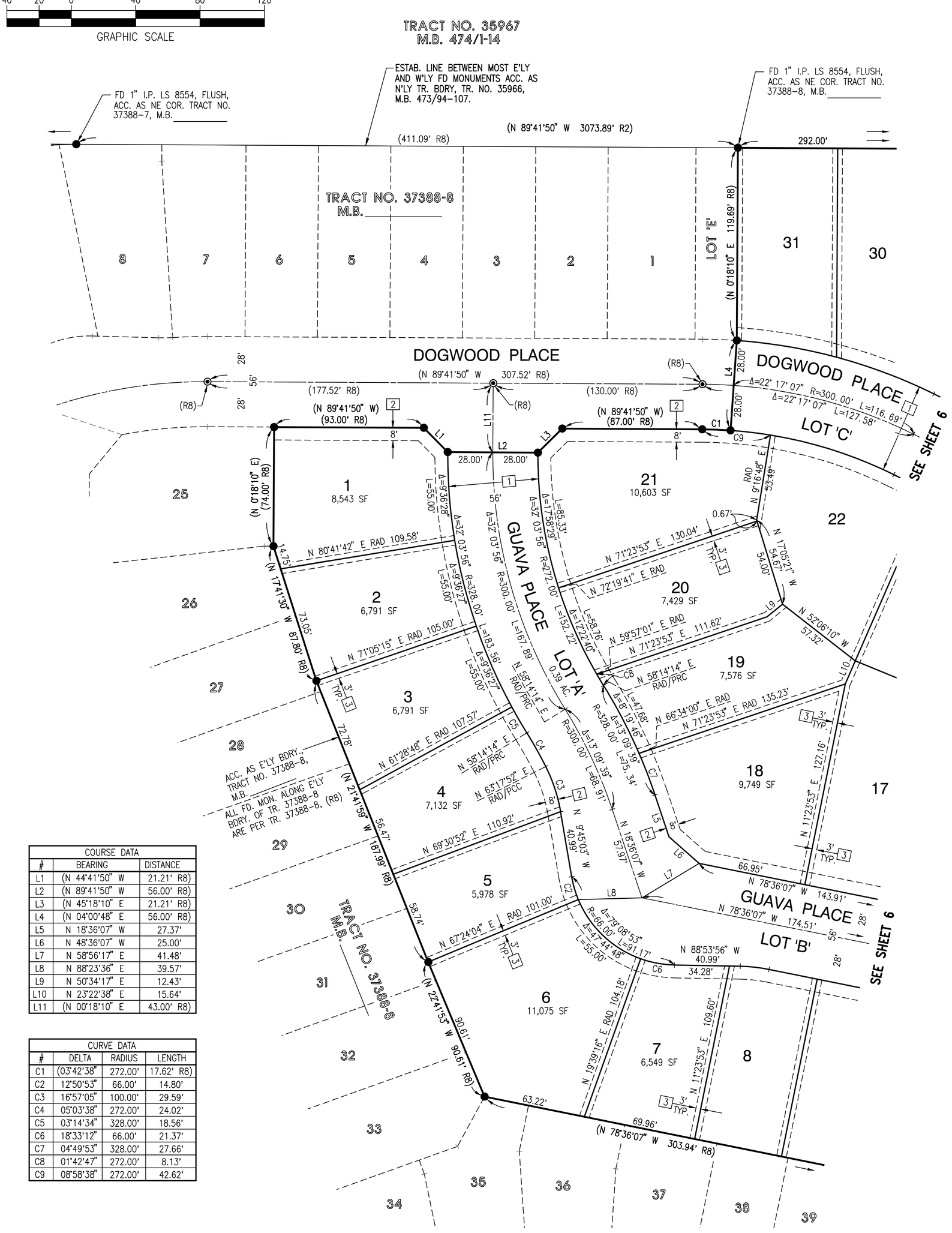
BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE



COURSE DATA		
#	BEARING	DISTANCE
L1	(N 44°41'50" W	21.21' R8)
L2	(N 89°41'50" W	56.00' R8)
L3	(N 45°18'10" E	21.21' R8)
L4	(N 04°00'48" E	56.00' R8)
L5	N 18°36'07" W	27.37'
L6	N 48°36'07" W	25.00'
L7	N 58°56'17" E	41.48'
L8	N 88°23'36" E	39.57'
L9	N 50°34'17" E	12.43'
L10	N 23°22'38" E	15.64'
L11	(N 00°18'10" E	43.00' R8)

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(03°42'38"	272.00'	17.62' R8)
C2	12°50'53"	66.00'	14.80'
C3	16°57'05"	100.00'	29.59'
C4	05°03'38"	272.00'	24.02'
C5	03°14'34"	328.00'	18.56'
C6	18°33'12"	66.00'	21.37'
C7	04°49'53"	328.00'	27.66'
C8	01°42'47"	272.00'	8.13'
C9	08°58'38"	272.00'	42.62'

I:\89410\MAPPING\TR 37388 9-17-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 6 OF 6 SHEETS

TRACT NO. 37388

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 5 AND LETTERED LOT F, ALL OF TRACT NO. 35966 AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JANUARY, 2024

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE

COURSE DATA		
#	BEARING	DISTANCE
L1	(N 09°17'09" E	68.00' R6)
L2	(N 09°17'09" E	28.00' R6)
L3	(N 09°17'09" E	12.00' R6)
L4	(N 80°42'51" W	52.82' R6)
L5	(N 85°18'34" W	36.43' R6)
L6	(N 04°41'26" E	23.28' R6)
L7	(N 81°45'47" W	44.76' R6)
L8	(N 08°14'13" E	56.00' R6)
L9	(N 36°45'47" W	21.21' R6)
L10	(N 81°45'47" W	15.74' R8)
L11	(N 81°45'47" W	26.00' R6)
L12	(N 81°45'47" W	43.00' R6)
L13	(N 04°00'48" E RAD	56.00' R8)
L14	N 88°23'36" E	39.57'
L15	N 58°23'36" E	41.48'
L16	N 21°53'59" E	18.20'
L17	N 23°22'38" E	15.64'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	10°17'49"	100.00'	17.97'
C2	00°15'11"	1028.00'	4.54'
C3	00°10'51"	972.00'	3.07'
C4	02°39'05"	528.00'	24.43'
C5	02°25'29"	528.00'	22.35'
C6	03°32'57"	472.00'	29.24'
C7	01°04'17"	328.00'	6.13'

TRACT NO. 35967
M.B. 474/1-14

ESTAB. LINE BETWEEN MOST E'LY AND W'LY FD MONUMENTS ACC. AS N'LY TR. BDRY, TR. NO. 35966, M.B. 473/94–107.

(N 89°41'50" W 3073.89' R2)
292.00'

FD 1" I.P. LS 8554, FLUSH, ACC. AS NE COR. TRACT NO. 37388–8, M.B. _____

TRACT NO. 37388-8
M.B. _____

FD 1" I.P. LS 8554, FLUSH, ACC. AS NW COR. TRACT NO. 37388–6, M.B. 496/9–16

LOT 'E'

(N 0°18'10" E 119.69' R8)

62.00' 55.00' 55.00' 55.00' 65.00'

(N 0°18'10" E 187.75' R6)

31 7,669 SF
30 7,629 SF
29 8,903 SF
28 9,977 SF
27 12,639 SF
32
31
30

TRACT NO. 37388-6
M.B. 496/9-16

SEE SHEET 5

DOGWOOD PLACE

LOT 'C'
0.39 AC.

21 22 9,184 SF 23 7,039 SF 24 6,890 SF 25 6,311 SF 26 6,050 SF 29

20 19 18 17 9,003 SF 16 7,575 SF 15 7,301 SF 14 7,225 SF 13 7,208 SF 6

GUAVA LANE

LOT 'B'
0.47 AC.

6 7 8 6,158 SF 9 6,183 SF 10 6,532 SF 11 6,216 SF 12 9,169 SF 5

BAYWOOD LANE

TRACT NO. 37388-6
M.B. 496/9-16

ACC. AS W'LY BDRY., TRACT NO. 37388–6, M.B. 496/9–16
ALL FD. MON. ALONG E'LY BDRY. OF TR. 37388–6 ARE PER TR. 37388–6, (R6)

ACC. AS N'LY BDRY., TRACT NO. 37388–8, M.B.

36 37 38 39 40 41 42 43

TRACT NO. 37388-8
M.B.

FD 1" I.P. LS 8554, FLUSH, ACC. AS NE COR. TRACT NO. 37388–5, M.B. 496/1–8

TRACT NO. 37388-5
M.B. 496/1-8

I:\89410\MAPPING\TR 37388 9-17-2024

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[X] FINAL TRACT MAP NO. 37388-F ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – PA16B-2
NAME AND ADDRESS OF SUBDIVIDER(S):	TRI POINTE HOMES, IE-SD 1250 CORONA POINTE CT, #600 CORONA, CA 92879
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: see below

IMPROVEMENT/PLAN NO.:	Sewer Improvement Plan	
	Street Improvement Plan	
	Water Improvement Plan	
	Monumentation Improvement Plan	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$668,663.15
	GRADING	$_____
	MONUMENTATION	$8,586.72
	TOTAL:	$677,249.87

FORM OF IMPROVEMENT SECURITY:

[ ] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

_____
(Name of Corporate Entity)

_____
(Street Address)

_____
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

_____

_____

_____

_____

EFFECTIVE DATE OF AGREEMENT:

_____
(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _____~~(including the complete water and sewer system in _____Street) with the exception of the roadway (street) improvements on _____Street~~, shall be completed within two years from the Effective Date of the Agreement. _____~~Street roadway (street) construction (so that _____Street is a continuous route from _____to _____) shall be constructed prior to the Certificate of Occupancy for development of lots_____and_____of Tract_____.~~

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference.

Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein,

"monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael C. Taylor
Title: Division President

Date: 12/3/24

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____(SEAL)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 12/3/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

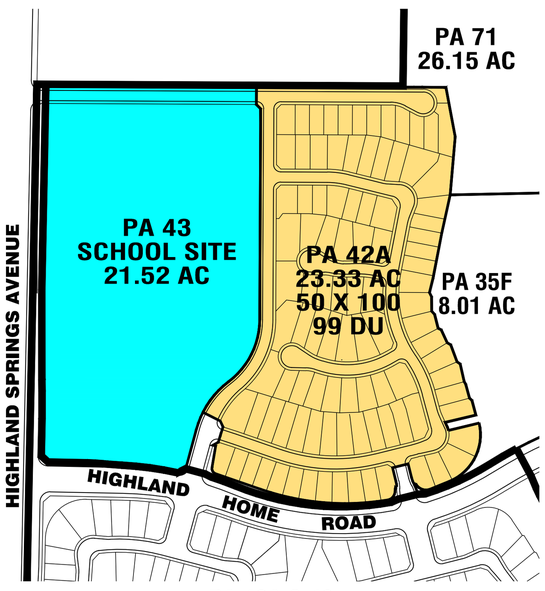
CITY CLERK

Approved as to form:

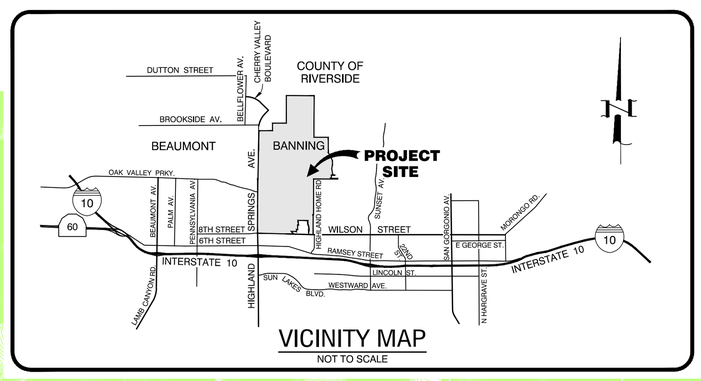
_____

CITY ATTORNEY

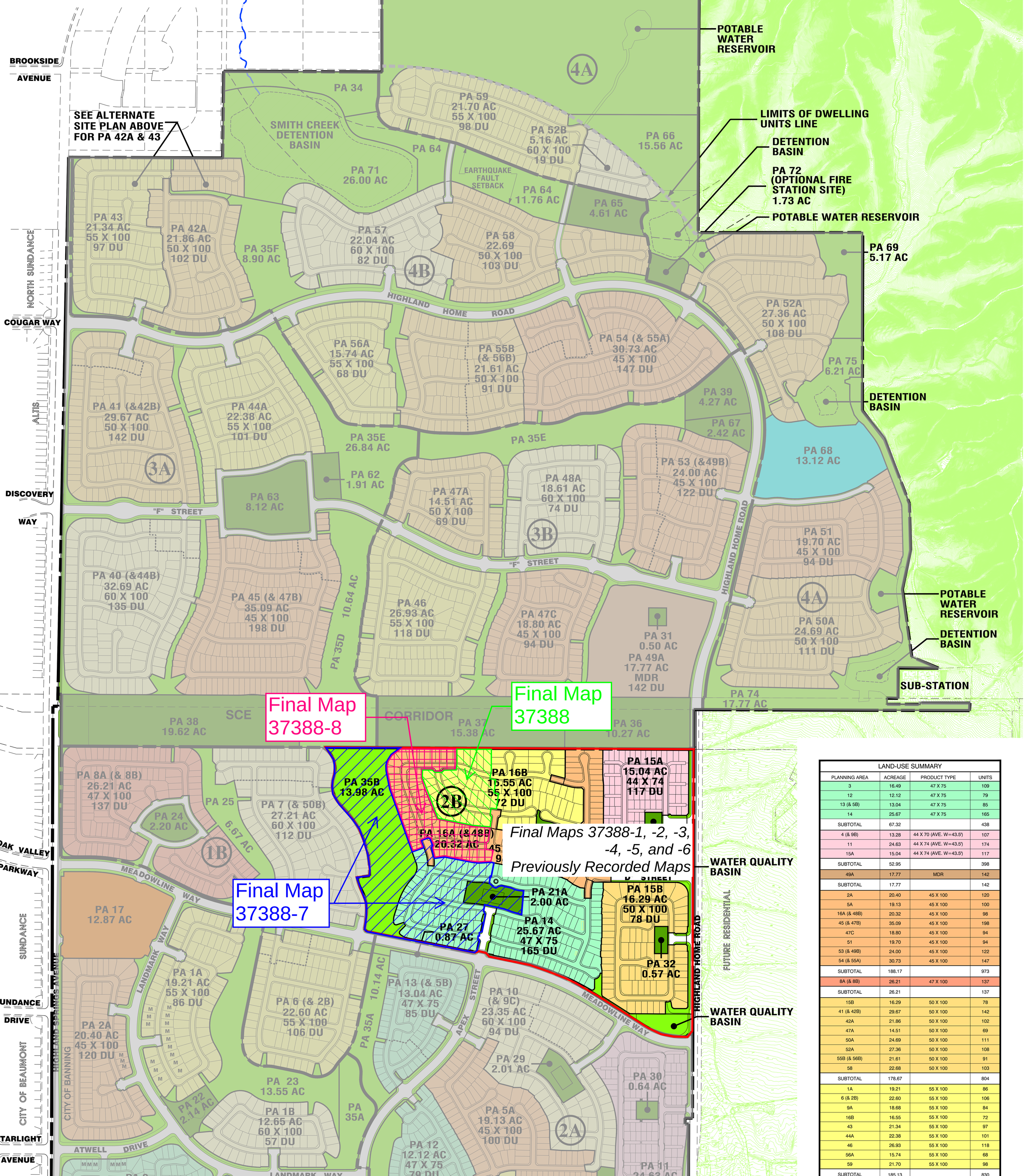
ATWELL



PA 42A & 43
ALTERNATE SITE PLAN



VICINITY MAP
NOT TO SCALE



Final Map 37388-8

Final Map 37388

Final Map 37388-7

Final Maps 37388-1, -2, -3, -4, -5, and -6 Previously Recorded Maps

LAND-USE SUMMARY			
PLANNING AREA	ACREAGE	PRODUCT TYPE	UNITS
3	16.49	47 X 75	109
12	12.12	47 X 75	79
13 (& 5B)	13.04	47 X 75	85
14	25.67	47 X 75	165
SUBTOTAL	67.32		438
4 (& 9B)	13.28	44 X 70 (AVE. W=43.5')	107
11	24.63	44 X 74 (AVE. W=43.5')	174
15A	15.04	44 X 74 (AVE. W=43.5')	117
SUBTOTAL	52.95		398
49A	17.77	MDR	142
SUBTOTAL	17.77		142
2A	20.40	45 X 100	120
5A	19.13	45 X 100	100
16A (& 48B)	20.32	45 X 100	98
45 (& 47B)	35.09	45 X 100	198
47C	18.80	45 X 100	94
51	19.70	45 X 100	94
53 (& 49B)	24.00	45 X 100	122
54 (& 55A)	30.73	45 X 100	147
SUBTOTAL	188.17		973
8A (& 8B)	26.21	47 X 100	137
SUBTOTAL	26.21		137
15B	16.29	50 X 100	78
41 (& 42B)	29.67	50 X 100	142
42A	21.86	50 X 100	102
47A	14.51	50 X 100	69
50A	24.69	50 X 100	111
52A	27.36	50 X 100	108
55B (& 56B)	21.61	50 X 100	91
58	22.68	50 X 100	103
SUBTOTAL	178.67		804
1A	19.21	55 X 100	86
6 (& 2B)	22.60	55 X 100	106
9A	18.68	55 X 100	84
16B	16.55	55 X 100	72
43	21.34	55 X 100	97
44A	22.38	55 X 100	101
46	26.93	55 X 100	118
56A	15.74	55 X 100	68
59	21.70	55 X 100	98
SUBTOTAL	185.13		830
1B	12.65	60 X 100	57
7 (& 50B)	27.21	60 X 100	112
10 (& 9C)	23.35	60 X 100	94
40 (& 44B)	32.69	60 X 100	135
48A	18.61	60 X 100	74
52B	5.16	60 X 100	19
57	22.04	60 X 100	82
SUBTOTAL	141.71		573
GRAND TOTAL	857.93		4,295
OPEN SPACE	440.52		
PARKS	82.30		
COMMERCIAL	35.87		
SCHOOL SITES	33.12		
BACKBONE ROW	73.62		
TOTAL AREA	1523.36		

DWELLING UNIT SUMMARY	
PHASE	DWELLING UNITS
1A	479
1B	355
2A	616
2B	530
3A	576
3B	619
4A	430
4B	690
TOTAL	4,295

LEGEND:

- PHASE BOUNDARY
- PLANNING AREA BOUNDARY
- 3A — PHASE NUMBER
- M — MODEL LOTS

NOTE:

PA 49A MDR PLANNING AREA SITE PLANS TBD. ESTIMATED DWELLING UNIT TOTALS SHOWN FOR EACH. POTABLE WATER RESERVOIR SIZES SUBJECT TO CHANGE.

GRAPHIC SCALE
250 0 125 250 500 100
(IN FEET)
1 inch = 250 ft.

DATE:	NO.	REVISIONS

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

PREPARED BY:

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

ATWELL
PRELIMINARY COMPOSITE SITE PLAN

DATE PREPARED: JANUARY 15, 2024

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 1

MDS Proj. Data: I:\89400\PLANNING\Exhibits\Site Plans
Created: 01.15.2024 09:34:47 AM Author: MDS
Last Edit: 01.15.2024 10:09:06 AM By: Station178

MDS File: 89400 ATWELL EXH-COMP SITE.dwg
Plot Scale: 1" = 1' Dwg Scale: 1" = 120'
Plot Date: 01.15.2024 4:22:48 PM By: station178

RESOLUTION 2023-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, TO APPROVE AN ADDENDUM TO THE PREVIOUSLY PREPARED ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE BUTTERFIELD SPECIFIC PLAN AND APPROVE TENTATIVE TRACT MAP 37388, WHICH IS A PROPOSAL TO SUBDIVIDE APPROXIMATELY 119.90 GROSS ACRES OF VACANT LAND FOR THE PURPOSES OF CREATING 530 SINGLE-FAMILY RESIDENTIAL LOTS, SIX PARK LOTS, 26 OPEN SPACE AND LETTERED LOTS, PRIVATE COMMON DRIVEWAYS, AND PUBLIC STREETS ALL WITHIN THE BUTTERFIELD SPECIFIC PLAN (THE "ATWELL" PROJECT)

WHEREAS, an application for Tentative Tract Map No. 37388, attached hereto as Exhibit "A," to subdivide approximately 119.90 gross acres of vacant real property into residential, park, and open space lots, along with private common drives and public streets (the "Project").

WHEREAS, pursuant to Title 16 of the Banning Municipal Code, the Planning Commission has the authority to review and make recommendations to the City Council concerning Tentative Tract Map No. 37388 and on, December 7, 2022 at a duly notice public hearing, the Planning Commission recommended the City Council approve the project;

WHEREAS, the Community Development Department has evaluated the Project's potential effects on the environment as required under the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code, § 21000 *et seq.*) and determined that an Addendum to the previously approved Final Environmental Impact Report for the Butterfield Specific Plan project (SCH No. 2007091149) is required;

WHEREAS, in accordance with Government Coce Sections 66451.3, 65090 and 65091, on December 30, 2022 the City gave public notice, by advertisement in the Record Gazette Newspaper, and by mailing to the owner of the subject real property, the owner's duly authorized agent, the Project applicant, and property owners within 300-feet of the Project site, of a public hearing concerning the Project; and

WHEREAS, in accordance with Banning Municipal Code Section 16.12.080, on January 10, 2023, the City Council held a public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the Project, and at which the City Council considered Tentative Tract Map No. 37388.

NOW THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order as follows

SECTION 1. California Environmental Quality Act and Multiple Species Habitat Conservation Plan Findings. The City Council of the City of Banning accepts the Planning Commissions recommendation of approval and makes the following environmental findings and determinations in connection with the approval of the Project:

The EIR prepared for the Butterfield Specific Plan analyzed the potential development of residential, potential golf course, parks, open space, school sites, and commercial uses. The total acreage proposed within the Specific Plan is 1,543 acres. A maximum of 5,387 dwelling units resulting average overall gross residential density of the Project is 5.7 dwelling units per acre. The Project proposes a total of 937.4 acres (60.8 percent) of the Specific Plan area for residential development in Planning Areas which vary in density from 3 du/ac to 18 du/ac. The residential planning areas propose a mix of conventional single-family detached homes on lots anticipated to range in size from a minimum size of 2,000 square feet for medium-density residential to a minimum average of 10,000 square feet (SF) for some low-density residential areas. In addition, multifamily housing is proposed, and clustering of housing is permitted.

The EIR analyzed the potential environmental impacts from this type of development in the areas of: aesthetics: light and glare, agricultural resources, air quality, biological resources, climate change, cultural resources, geology: spoils and seismicity, greenhouse gas emissions, hydrology and water quality, land use and planning, noise, traffic circulation, water supply, and public services and utilities. The EIR concluded that the minor modification to the Butterfield Specific Plan (approved on February 14, 2017) had the potential for significant and unavoidable Project-related and/or cumulative impacts would occur if the Butterfield Specific Plan Project is implemented as currently proposed. The result of the Project upon Aesthetics, Light and Glare; Air Quality; Climate Change/Greenhouse Gases; Noise; and Traffic and Transportation would be significant and unavoidable even after the imposition of mitigation and regulatory compliance. The City Council determined that the benefits of the Butterfield Specific Plan outweighed the Project's environmental impacts and adopted a Statement of Overriding Considerations on February 14, 2017. The EIR was certified on February 14, 2017 and was never challenged. It is now final, beyond challenge, and conclusive in all respects.

The minor modification, to the Butterfield Specific Plan, was adopted on February 14, 2017, by way of City Council Resolution No. 2017-007. General Plan Amendment No. 16-2501 reflected the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard. That EIR was certified on February 14, 2017 and became effective immediately. It was never challenged and is now final, beyond challenge, and in effect for all purposes.

The Project proposes development consistent with that analyzed in the EIR. The Project proposes to subdivide approximately 119.90 gross acres of vacant land for the purposes of creating 530 single-family residential lots, 6 park lots, 26 open space lettered lots, private common driveways, and public streets, all within the Butterfield Specific Plan.

The mitigation measures imposed as part of the prior EIR remain valid and applicable to the Project and are incorporated into the Project Conditions of Approval No. 2. The same benefits described in the Statement of Overriding Considerations for to the Specific Plan remain applicable to the Project.

The prior EIR has been reviewed to determine if the Project is within the scope of what was analyzed in the EIR. Based on this review and analysis, an addendum has been

prepared pursuant to Public Resources Code Section 21166 and CEQA Guidelines Sections 15162, 15164, and 15168(c). CEQA Guidelines Section 15164(a) provides that the lead agency "shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." CEQA Guidelines Section 15164(c) further provides that an "addendum need not be circulated for public review but can be included in or attached to the final EIR" and CEQA Guidelines Section 15164(e) provides that a "brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included" in the addendum, the agency's findings, or elsewhere in the administrative record.

The Addendum evaluated the Project's potential environmental effects in light of those effects previously disclosed in the prior EIR to determine whether any of the conditions described in CEQA Guidelines Section 15162 calling for subsequent CEQA review have occurred.

All environmental impacts of Butterfield Specific Plan (including those impacts related to the subdivision, such as those proposed by the Project) were analyzed, disclosed, and mitigated as set forth in the EIR (SCH# 2007091149) that was certified on February 14, 2017; this conclusion is supported by the detailed Addendum. Therefore, any potential environmental impacts resulting from the types of land development proposed by the Project already have been analyzed and disclosed in the certified EIR that is now final in all respects and is beyond challenge. Furthermore, a subsequent EIR is not required as discussed below.

Public Resources Code Section 21166 and the corresponding CEQA Guidelines Section 15162 provide that no subsequent EIR shall be prepared for a project unless, on the basis of substantial evidence in the light of the whole record, "major revisions" of the EIR are needed to reflect (i) substantial changes to the project involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (ii) substantial changes to the circumstances under which the project is undertaken involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (iii) new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, showing that the project will have one or more significant effects not discussed in the previous EIR, or significant effects previously examined will be substantially more severe than shown in the previous EIR, or mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. At this point in the process, "in-depth review has already occurred, the time for challenging the sufficiency of the original EIR has long since expired, and the question is whether circumstances have changed enough to justify repeating a substantial portion of the process." (Bowman v. City of Petaluma (2008) 185

Cal.App.3d 1065, 1073-1074.) As a result, any issues with the earlier Subsequent EIR that were raised or could have been raised are barred from further consideration. (Comm. for Green Foothills v. Santa Clara County Bd. of Supervisors (2010) 48 Cal.4th 32, 50.)

No information has been presented to the City demonstrating that any of the criteria set forth in Public Resources Code Section 21166, or CEQA Guidelines Sections 15162 or 15163, are present.

(1) No information has been presented to the City to demonstrate that any substantial changes have occurred with respect to the Project involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Rather, the Project proposes the same type of land uses analyzed in the EIR and approved as part of Butterfield Specific Plan. The Project therefore serves to implement the vision for the area described in Butterfield Specific Plan and is consistent the land use envisioned in the Specific Plan and its Subsequent EIR. Furthermore, the Addendum comprehensively analyzed the Project in comparison to the EIR in each environmental impact area and concluded that there are no new or substantially greater impacts than those previously disclosed, analyzed, and mitigated (to the extent feasible) in the EIR. City Staff finds that the Addendum, including its supporting technical reports, constitutes substantial evidence in support of this conclusion.

(2) No information has been presented to the City to demonstrate that any substantial changes have occurred with respect to the circumstances under which the Project is undertaken involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The Project remains consistent with the Project described in the prior EIR for Butterfield Specific Plan. There have been no changes to the Specific Plan area that would alter the ability of the Project to remain consistent with the Specific Plan and the environmental impacts analyzed in the prior EIR.

(3) No information has been presented to the City to demonstrate that there is any new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete showing that the Project will have any significant or more severe effects than those discussed in the prior EIR, or that additional mitigation measures or alternatives would substantially reduce any significant effects on the environment disclosed in the prior EIR. No information, let alone substantial evidence, has been presented to suggest that the current Project has environmental impacts beyond those previously analyzed, disclosed, and mitigated as set forth in the SEIR. No information regarding any purported greater environmental impacts, or the need for additional mitigation or alternatives, has been presented.

The City Staff finds, in the exercise of its independent judgment and based on substantial evidence in the whole of the record, that no further environmental review is required, including pursuant to Public Resources Code Section 21166, or CEQA Guidelines Sections 15162 or 15163 because (i) the Project will not have new or substantially more severe impacts than what was disclosed in the EIR; (ii) all applicable mitigation measures in the EIR remain applicable to the Project and are imposed on the Project as a condition

of approval; and (iii) the Project will not require any new mitigation measures, all as documented in the Addendum. The Addendum and its supporting technical reports and memoranda constitute substantial evidence in support of the City Council's conclusion and findings. The City Council hereby adopts the Addendum.

Multiple Species Habitat Conservation Plan (MSHCP). The Project EIR's mitigation measures, including submittal of a Determination of Biologically Equivalent of Superior Preservation (DBESP), ensure consistency with the Western Riverside County MSHCP. These mitigation measures will be incorporated into future development approvals as required by the Project Mitigation Monitoring and Reporting Program to ensure consistency with the MSHCP.

SECTION 2. Findings for Recommendation of Approval of Tentative Tract Map No. 37388. The City Council of the City of Banning does hereby find and determine that Tentative Tract Map No. 37388 should be approved because:

A. Finding: Tentative Tact Map No. 37388 is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan and the Butterfield Specific Plan.

Findings of Fact:
The General Plan land use designation for the site is classified as Specific Plan; the Butterfield Specific Plan includes land use designations of Low Density Residential, Medium Density Residential, Open Space, and Parks uses within the proposed Project area. The proposed Tentative Tract Map No. 37388 is consistent with the City's General Plan in that as it will provide for a range of housing types, parks, and open space as envisioned by the General Plan's Land Use element and an efficient transportation system as envisioned by the General Plan's Circulation element. It is consistent with the Butterfield Specific Plan as it provides for land uses consistent with those designated for the Project area by the Specific Plan land use map. As such, the proposed Tentative Tract Map No. 37388 is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan and the Butterfield Specific Plan.

B. Finding: The design and improvement of the subdivision proposed under Tentative Tract Map No. 37388 is consistent with the City's General Plan and the Butterfield Specific Plan.

Findings of Fact:
The design and improvement of the proposed subdivision is consistent with the City's General Plan and the Butterfield Specific Plan in that it will provide for a range of housing to meet the needs of the City's residents, and an efficient transportation system as envisioned by the General Plan, and is designed to meet City standards, including providing satisfactory pedestrian and vehicular circulation, emergency vehicle access and on site

improvements, such as streets, utilities, and drainage facilities consistent with the Specific Plan.

C. Finding: The subject site is physically suitable for the type of development proposed under Tentative Tract Map No. 37388.

Findings of Fact:
The Project site transitions from relatively flat land at the northeast corner of Highland Springs Avenue and Wilson Street to the foothills of the San Bernardino Mountains. Major access to the Project site is provided by Highland Springs Avenue and Wilson Street. Analysis of the Project site relative to the physical suitability of the site for development was included in previous approvals for the Butterfield Specific Plan and the site is physically suitable for the proposed development as allowed under the Butterfield Specific Plan.

D. Finding: The site is physically suitable for the proposed density of development under Tentative Tract Map No. 37388.

Findings of Fact:
The Project site transitions from relatively flat land at the northeast corner of Highland Springs Avenue and Wilson Street to the foothills of the San Bernardino Mountains. Major access to the site is provided by Highland Springs Avenue and Wilson Street. Analysis of the Project site relative to the physical suitability for density of development was included in the approvals for the Butterfield Specific Plan, and the proposed number of dwelling units is lower than that allowed under the Butterfield Specific Plan.

E. Finding: The design of the subdivision and improvements proposed under Tentative Tract Map No. 37388 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact:
Potential environment issues associated with the proposed Tentative Tract Map No. 37388 were analyzed in the previously certified Environmental Impact Report for the Butterfield Specific Plan project (SCH No. 2007091149), as amended by the Addendum approved by the City Council in February 2017. With the imposition of mitigation measures, the Project will not have a significant effect on biological resources. There have been no substantial changes in the Project, nor in the circumstances under which the Project is undertaken, that will require major revisions of the prior certified EIR; nor is there new information that shows that the Project will have a significant environmental effect or an effect more severe than originally thought. Therefore, the proposed Tentative Tract Map No. 37388 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

F. Finding: The design of the subdivision and improvements proposed under Tentative Tract Map No. 37388 is not likely to cause serious health problems.

Findings of Fact:
The proposed Tentative Tract Map No. 37388 is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance and the Butterfield Specific Plan, and the Project has been conditioned to comply with all applicable Specific Plan requirements and requirements of the City's ordinances, codes, and standards. In addition, the design and construction of improvements are conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety, and welfare.

G. Finding: The design of the subdivision and improvements proposed under Tentative Tract Map No. 37388 will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Findings of Fact:
Tentative Tract Map No. 37388 does not conflict with any easements for access through or use of property within the proposed subdivision.

H. Finding: The design of the proposed Tentative Tract Map No. 37388 provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

Findings of Fact:
Tentative Tract Map No. 37388 does not propose any design features that would conflict with future passive or natural heating or cooling opportunities.

SECTION 2. The City Council approves Tentative Tract Map No. 37388 with Conditions. Based on the foregoing, the City Council of the City of Banning hereby approves Tentative Tract Map No. 37388, attached hereto as Exhibit "A," a subdivision of approximately 119.90 gross acres into 530 single family lots, six lots for parks, 26 open space lots, common private drives and public streets on real property located north of Meadowline Way, east of Highland Springs Avenue, and west of Highland Home Road/Meridian Avenue. APNs: 408-570-001 and 002, 408-570-005 through 008, 408-570-018 and 019, and portions of 408-570-003 and 004, 408-570-023 and 408-580-046, subject to the recommended Conditions of Approval attached as Exhibit "B".

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th January 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-04, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of January 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

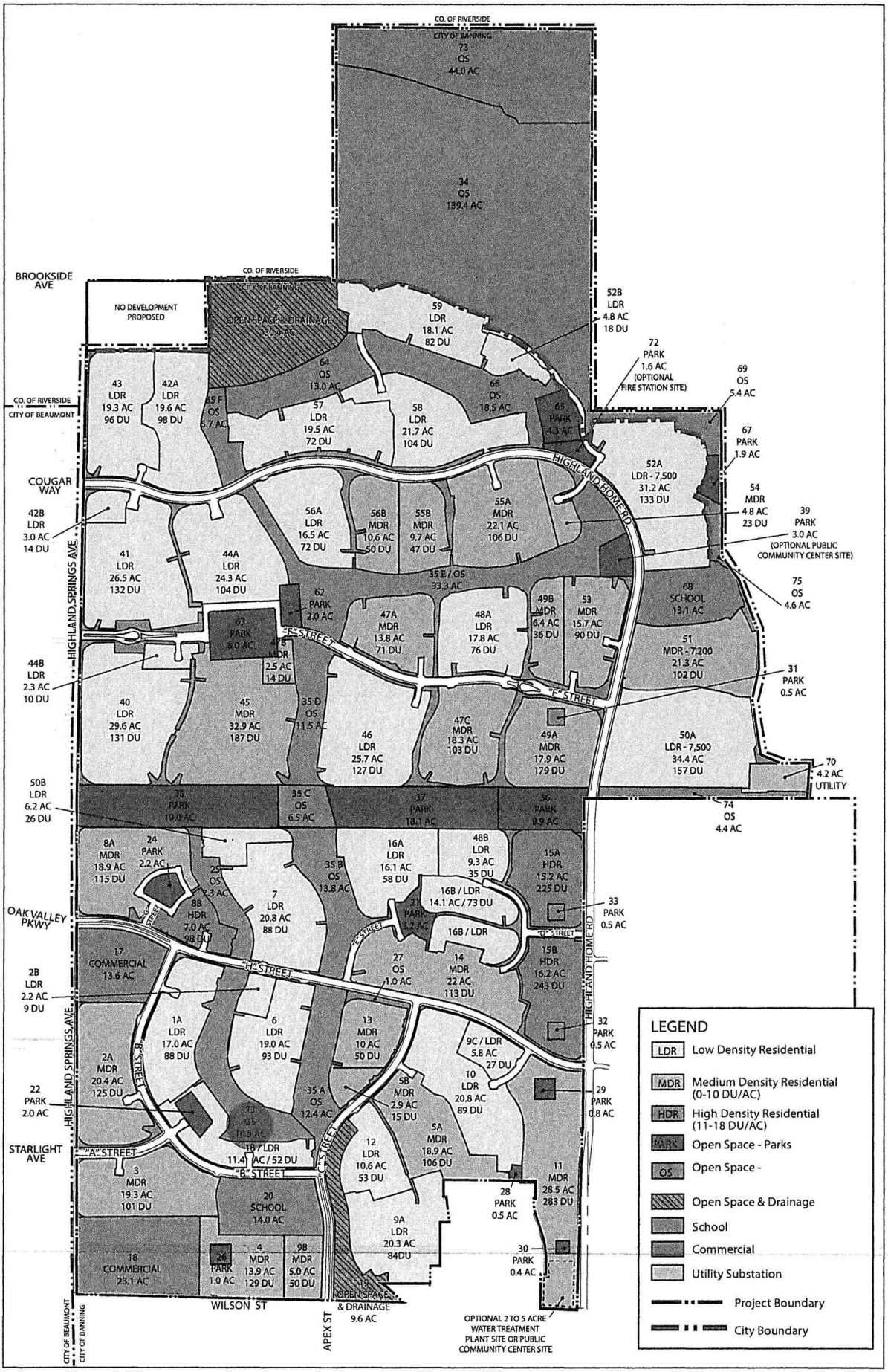
NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

Exhibit A
Tentative Tract Map No. 37388



PARDEE HOMES • BUTTERFIELD SPECIFIC PLAN

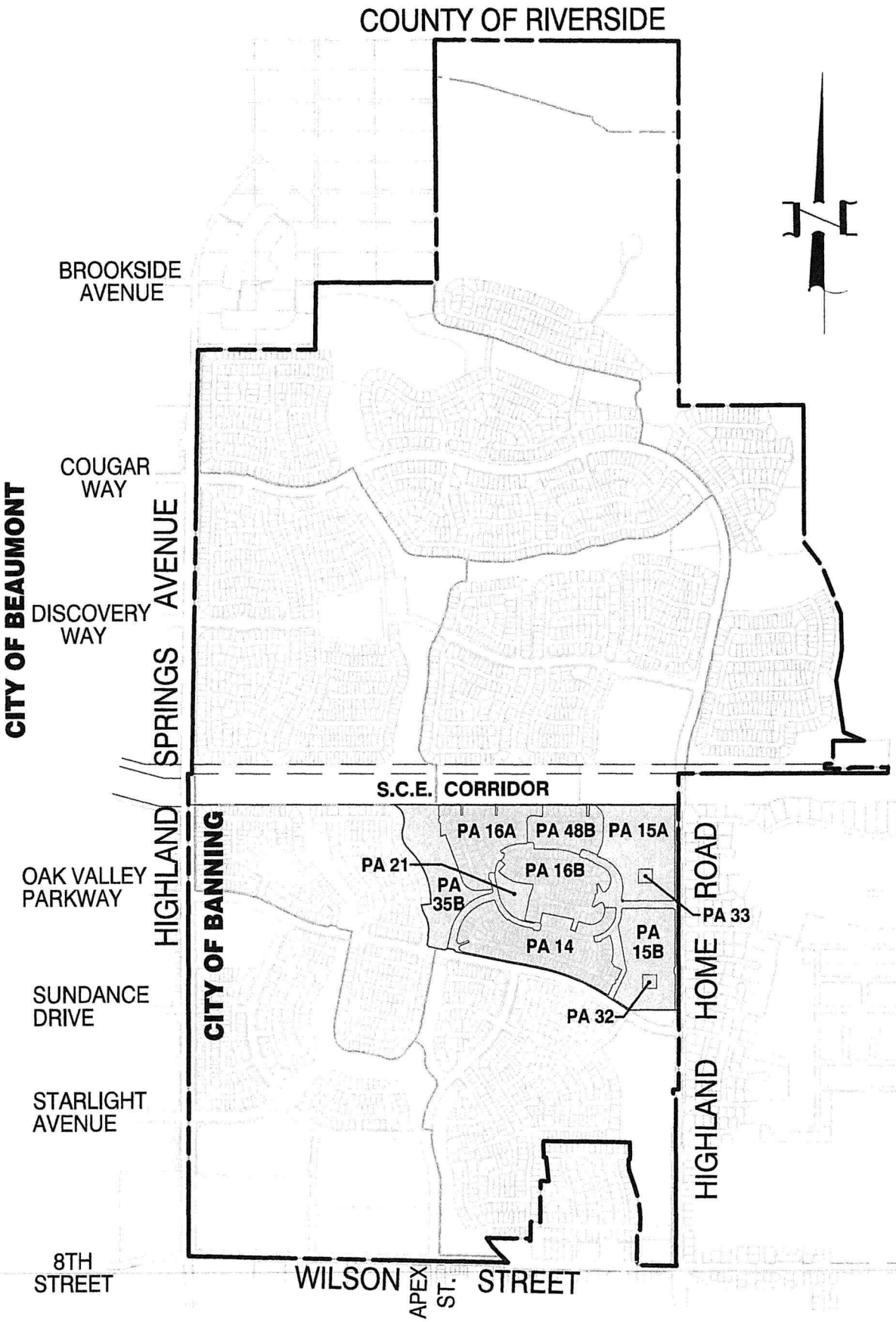
Michael Baker INTERNATIONAL

NOT TO SCALE

2/15/2017 JN 152356

Land Use Plan

EXHIBIT 3.1A



ATWELL PROJECT KEY MAP

SCALE: 1"=1500'

SHEET INDEX

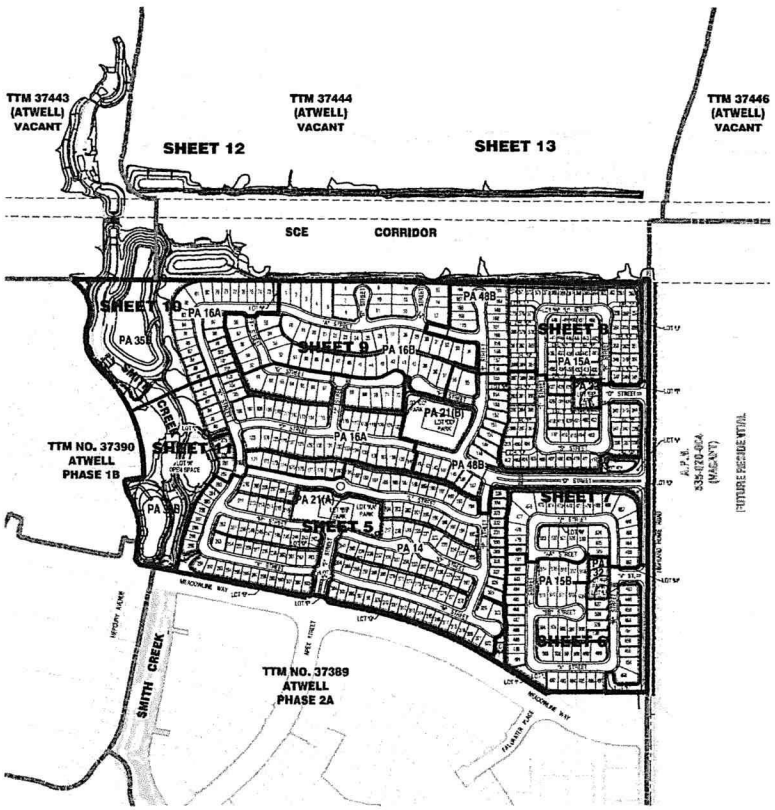
SHEET 1	TITLE SHEET / SHEET INDEX
SHEET 2	NOTES
SHEET 3	STREET / SITE SECTIONS
SHEET 4	AREA SUMMARIES
SHEETS 5-13	MAP SHEETS
SHEET 14	TYPICAL LOT GRADING DETAIL, PA 15A
SHEETS 15 & 16	EASEMENT DISPOSITION MAPS

LOT INDEX

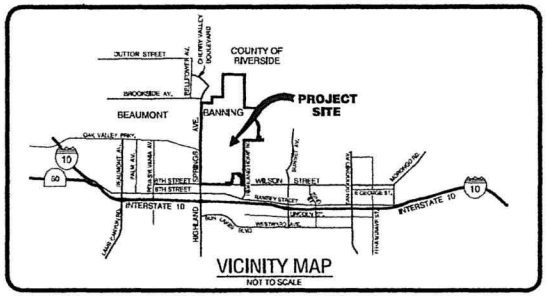
LOTS 1-72	(PA 16B)	SHEETS 7, 9, 11
LOTS 73-139	(PA 16A)	SHEETS 10, 11
LOTS 140-170	(PA 48B)	SHEETS 7, 8
LOTS 171-335	(PA 14)	SHEETS 5, 11
LOT 336-432	(PA 15A)	SHEETS 7, 8
LOT 433-533	(PA 15B)	SHEETS 6, 7
LOT 'AA'-'BB'	(PA 21A / FARK)	SHEET 5
LOT 'CC'-'DD'	(PA 21B / FARK)	SHEET 7
LOT 'EE'	(PA 33 / FARK)	SHEET 7
LOT 'FF'	(PA 32 / FARK)	SHEET 6
LOTS 'A'-	(PA 35B / OPEN SPACE)	SHEETS 5, 10, 11
LOTS 'B'-'Z'	(OPEN SPACE / DRAINAGE)	SHEETS 5, 6, 7, 8, 9, 10, 11

LEGEND

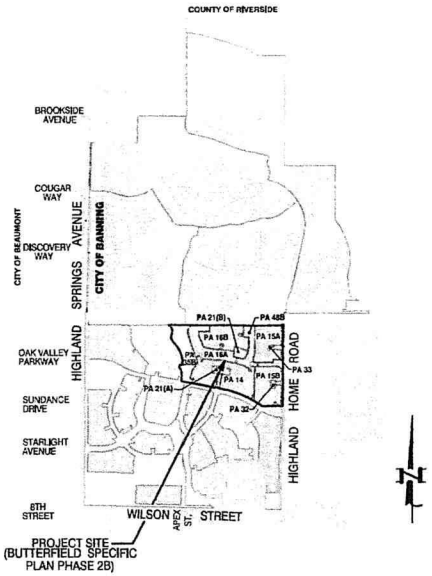
- TENTATIVE TRACT MAP BOUNDARY
- PLANNING AREA BOUNDARY
- SHEET MATCH LINE



SHEET INDEX MAP
SCALE: 1"=300'



VICINITY MAP
NOT TO SCALE



ATWELL PROJECT
KEY MAP
SCALE: 1"=1500'

EDWARD J. LENTH RCE 052496
EXP. DATE: DECEMBER 31, 2022

7-14-22

DATE:	NO.	REVISIONS

APPLICANT/DEVELOPER/OWNER

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

ENGINEER

MDS MORSE SCHULTZ
PLANNERS ENGINEERS SURVEYORS

ATWELL

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B & 48B
TITLE SHEET/ SHEET INDEX
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388

LEGEND

- TENTATIVE TRACT MAP BOUNDARY
- STREET CENTERLINE
- SIDEWALK
- DG TRAIL
- DAYLIGHT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED STREET AT CENTERLINE
- FLOWLINE
- PAD ELEVATION
- LOT NUMBER
- HIGHEST RESIDENTIAL LOT NUMBER
- PROPOSED STORM DRAIN
- PROPOSED SANITARY SEWER
- PROPOSED POTABLE WATER
- PROPOSED NON-POTABLE WATER
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING POTABLE WATER
- EXISTING TELEPHONE
- EXISTING ELECTRIC
- EXISTING CATV
- PROPOSED STREET GRADE
- EXISTING GAS LINE
- PROPOSED RETAINING WALL
- PROPOSED RETAINING WALL HEIGHT
- PLANNING AREA BOUNDARY
- PLANNING AREA DESIGNATION
- PROPOSED EASEMENT (TYPE PER PLAN)

ABBREVIATIONS

Δ	DELTA
AC	ACREAGE
AVG.	AVERAGE
DU	DWELLING UNIT
DW	DOMESTIC WATER
EX.	EXISTING
FL	FLOWLINE
G	GAS
GB	GRADE BREAK
HP	HIGH POINT
L	LENGTH
LP	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
NO.	NUMBER
PA	PLANNING AREA
PI	POINT OF INTERSECTION
R	RADIUS
RCW	NON-POTABLE WATER
R/W	RIGHT OF WAY
RW	RETAINING WALL
SD	STORM DRAIN
SS	SANITARY SEWER
ST	STREET
SQ. FT.	SQUARE FEET
TC	TOP OF CURB

UTILITIES

WATER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA, 92220
(951) 922-3251

SEWER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA, 92220
(951) 922-3251

ELECTRIC
CITY OF BANNING
176 EAST LINCOLN STREET
BANNING, CA, 92220
(951) 922-3255

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 792-5157

TRASH
CITY OF BANNING
c/o WASTE MANAGEMENT
99 EAST RAMSEY STREET
BANNING, CA, 92220
(951) 922-3130

TELEPHONE
FRONTIER COMMUNICATION
290 SOUTH LOCUST STREET
POMONA CA, 91766
(909) 397-0042

CABLE
SPECTRUM CABLE
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
(951) 3294447

STORM DRAIN
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA, 92220
(951) 922-3130

FLOOD ZONE NOTE

THE SUBJECT PROPERTY IS DESIGNATED AS LYING WITHIN ZONE "AH" AND ZONE "X" ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBERS 0602 M 0709G. MAP NUMBER 06065C0709G. DATED AUGUST 28, 2008. REVISED TO REFLECT LOMA EFFECTIVE SEPTEMBER 29, 2020.

ZONE "AH" BEING DEFINED AS "AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED".

ZONE "X" BEING DEFINED AS "AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

ZONE "X" BEING DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "FRAN" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1986.0), AS SHOWN ON THE MAP FILED IN BOOK 192, PAGES 50 THROUGH 55 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA. BEING NORTH 52° 49'20" EAST.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAV 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MAG DISK, FLUSH, LOCATED IN BANNING, 0.01 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB.

LEGAL DESCRIPTION

35356
LOTS 1, 2, 5, 6, 7, & 18, 12, 5, Q, 14 AND PORTIONS OF LOT 3, 4, C AND D OF TRACT MAP NO. 35356 FILED IN BOOK 475 OF MAPS, PAGES 94 THROUGH 107, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

35367
PORTIONS OF LOTS 46 AND D OF TRACT MAP NO. 35367 FILED IN BOOK 474 OF MAPS, PAGES 1 THROUGH 14, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSORS PARCEL NUMBERS

408-670-001, 408-670-002, 408-673-025, 408-670-006, 408-673-027, 408-670-028, 408-670-018, 408-670-019 AND PORTIONS OF 408-670-003, 408-670-004, 408-670-020, 408-670-045 AND 408-670-046.

NOTES

2. PROPOSED SEWER EASEMENT (SHEETS 5-7,9-11)
3. PROPOSED STORM DRAIN EASEMENT (SHEETS 5-7)
4. PROPOSED WATER EASEMENT (SHEETS 5-9)
5. PROPOSED SMITH CREEK DROP STRUCTURE (SHEET 7, 10-12)
6. PROPOSED DRAINAGE DITCH (SHEETS 8-10)
7. PROPOSED SIGHT DISTANCE LINE (SHEETS 5-9 & 11)
8. PROPOSED LIMITED USE AREA (SHEETS 5-9 & 11)
9. PROPOSED PARKWAY DRAIN (SHEET 8)
10. JOIN WATER PER PHASE 2A (SHEET 5)
11. JOIN NON-POTABLE WATER PER PHASE 2A (SHEETS 5-7)
12. JOIN SEWER PER PHASE 2A (SHEETS 5 & 6)
13. JOIN STORM DRAIN PER PHASE 2A (SHEETS 5-7 & 11)
14. PROPOSED WATER PER PHASE 2A (SHEETS 5-7)
15. PROPOSED NON-POTABLE WATER PER PHASE 2A (SHEETS 5 & 6)
16. EXISTING 30" GAS (SHEETS 5 & 6)
17. PROPOSED PUBLIC TRAIL EASEMENT (SHEETS 5, 6 & 11)
18. PROPOSED ROUNDABOUT (SHEETS 5, 7 & 11)
19. PROPOSED SEWER PER PHASE 2A (SHEET 6)
20. PROPOSED STORM DRAIN PER PHASE 2A (SHEET 6)
21. PROPOSED EMERGENCY ACCESS (SHEETS 7-9)
22. PROPOSED LOT 220 ACCESS FROM "F" STREET (SHEET 5)

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT (%)
1-530	SINGLE-FAMILY RESIDENTIAL	66.46 AC	57.10%
"AA"-"FF"	PARKS	5.15 AC	4.30%
"A" - "Z"	OPEN SPACE	17.45 AC	14.65%
	HIGHLAND HOME ROAD	1.78 AC	1.49%
	STREETS "A" - "BB"	25.82 AC	21.25%
	COMMON DRIVES A - O	1.46 AC	1.22%
	GROSS ACREAGE	119.90 AC	100%

TENTATIVE TRACT NO. 37388

NUMBER OF LOTS:	TOTAL	531
	SINGLE FAMILY RESIDENTIAL	530
	PARKS	1
	OPEN SPACE	26
	LOCAL STREETS	26
	MODIFIED MAJOR HIGHWAY	1

GROSS ACREAGE: 119.90 AC
CONTOUR INTERVAL: 1 FOOT
DATE: JULY 14, 2022

STREET AREA SUMMARY

STREETS	ACREAGE
HIGHLAND HOME ROAD	1.78 AC
"A" STREET	1.39 AC
"B" STREET	0.29 AC
"C" STREET	0.23 AC
"D" STREET	3.14 AC
"E" STREET	0.32 AC
"F" STREET	0.38 AC
"G" STREET	1.27 AC
"H" STREET	0.53 AC
"I" STREET	1.38 AC
"J" STREET	0.68 AC
"K" STREET	1.57 AC
"L" STREET	1.68 AC
"M" STREET	1.26 AC
"N" STREET	2.12 AC
"O" STREET	0.43 AC
"P" STREET	0.34 AC
"Q" STREET	0.68 AC
"R" STREET	0.38 AC
"S" STREET	0.64 AC
"T" STREET	0.96 AC
"U" STREET	0.57 AC
"V" STREET	0.26 AC
"W" STREET	0.29 AC
"X" STREET	0.59 AC
"Y" STREET	1.22 AC
"Z" STREET	0.61 AC
"AA" STREET	0.36 AC
"BB" STREET	0.38 AC
TOTAL ACREAGE	27.35 AC

OPEN SPACE AREA SUMMARY

LOTS	ACREAGE
LOT "AA"	13.89 AC
LOT "BB"	0.90 AC
LOT "C"	0.23 AC
LOT "D"	0.54 AC
LOT "E"	0.23 AC
LOT "F"	0.32 AC
LOT "G"	0.34 AC
LOT "H"	0.25 AC
LOT "I"	0.12 AC
LOT "J"	0.22 AC
LOT "K"	0.40 AC
LOT "L"	0.25 AC
LOT "M"	0.22 AC
LOT "N"	0.54 AC
LOT "O"	0.25 AC
LOT "P"	0.49 AC
LOT "Q"	0.41 AC
LOT "R"	0.18 AC
LOT "S"	0.23 AC
LOT "T"	0.25 AC
LOT "U"	0.13 AC
LOT "V"	0.22 AC
LOT "W"	0.32 AC
LOT "X"	0.10 AC
LOT "Y"	0.07 AC
LOT "Z"	0.16 AC
TOTAL ACREAGE	17.45 AC

GENERAL INFORMATION

1. EXISTING LAND USE: VACANT
2. EXISTING ZONING: BUTTERFIELD SPECIFIC PLAN
3. EXISTING GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
4. PROPOSED LAND USE:
   SINGLE-FAMILY RESIDENTIAL
   PARKS
   OPEN SPACE
5. PROPOSED ZONING: BUTTERFIELD SPECIFIC PLAN
6. PROPOSED GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
7. ADJACENT LAND USES:
   NORTH: VACANT/USE EASEMENT/FUTURE SINGLE-FAMILY RESIDENTIAL
   EAST: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL
   SOUTH: VACANT/FUTURE SINGLE-FAMILY RESIDENTIAL/FUTURE MEADOWLINE WAY
   WEST: VACANT/ FUTURE SINGLE-FAMILY RESIDENTIAL
8. PARK REQUIREMENTS TO BE MET BY THE DEDICATION AND CONSTRUCTION OF PARKS.
9. SCHOOL DISTRICTS:
   ELEMENTARY: BEAUMONT UNIFIED SCHOOL DISTRICT
   MIDDLE SCHOOL: BEAUMONT UNIFIED SCHOOL DISTRICT
   HIGH SCHOOL: BEAUMONT UNIFIED SCHOOL DISTRICT
10. PAD ELEVATIONS SHOWN HEREON MAY BE ADJUSTED PLUS OR MINUS 3 FEET.
11. MULTIPLE FINAL MAPS MAY BE FILED PURSUANT TO SECTION 66456.1 OF THE CALIFORNIA GOVERNMENT CODE.
12. THIS TENTATIVE TRACT MAP IS WITHIN THE APPROVED BUTTERFIELD SPECIFIC PLAN.
13. ALL PROPOSED MANUFACTURED SLOPES SHALL BE A MAXIMUM OF 2:1, UNLESS OTHERWISE NOTED ON THE TENTATIVE TRACT MAP.
14. PRELIMINARY EARTHWORK QUANTITIES (ADJUSTED):
    CUT: 1,940,220 CY FILL: 2,123,247 CY
    IMPORT: 374,327 CY
15. GEOTECHNICAL/SOILS INVESTIGATION REPORT WAS PREPARED BY GEOCON WEST INC. DATED OCTOBER 11, 2017.
16. THERE ARE NO HABITABLE STRUCTURES WITHIN THE BOUNDARIES OF THIS TENTATIVE TRACT MAP.
17. ALL PROPOSED STREETS WITHIN THIS TENTATIVE TRACT ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF BANNING.
18. THE DEVELOPER/APPLICANT SHALL RESERVE THE RIGHT TO MERGE LOTS ON THE FINAL MAP.
19. THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONES "A" AND "X" BY FEMA, FIRM PANEL NUMBER 808 OF 2625, MAP NUMBER 06065C0709G, DATED AUGUST 28, 2008, REVISED TO REFLECT LOMA EFFECTIVE SEPTEMBER 29, 2020.
20. THIS TENTATIVE TRACT MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF LAND BEING SUBDIVIDED.
21. TOPOGRAPHIC SURVEY WAS FLOWN AND COMPILED BY DON READ CORPORATION, DATED MAY 10, 2017.
22. A PORTION OF THIS TENTATIVE TRACT MAP IS SUBJECT TO OVERFLOW, INUNDATION OR FLOOD HAZARD.
23. FINAL DESIGN SHALL COMPLY WITH THE NPDES/LID REQUIREMENTS OUTLINED BY THE CITY OF BANNING.
24. PROPOSED OPEN SPACE / DRAINAGE LOT "M" SHALL BE PRIVATE AND MAINTAINED BY AN APPROVED H.O.A.
25. PROPOSED OPEN SPACE LOTS "B" - "Z" SHALL BE PRIVATE AND MAINTAINED BY AN APPROVED H.O.A.
26. PROPOSED PARK LOTS "AA"-"FF" SHALL BE MAINTAINED BY AN APPROVED H.O.A.
27. ALL PROPOSED RESIDENTIAL LOTS SHALL MAINTAIN MINIMUM GRADE FROM REAR OF THE LOT TO THE STREET IN ACCORDANCE WITH LATEST CALIFORNIA BUILDING CODE.
28. FIRE PROTECTION SHALL BE PROVIDED BY THE CITY OF BANNING.
29. ALL PROPOSED ON-SITE STORM DRAIN FACILITIES, SIZE AND LOCATION ARE PRELIMINARY AND SUBJECT TO FINAL HYDRAULIC CALCULATIONS ACCEPTABLE TO THE CITY OF BANNING.
30. ALL PROPOSED WATER QUALITY BASINS (SWP) SHALL BE MAINTAINED BY AN APPROVED H.O.A.
31. ALL PROPOSED ON-SITE STORM WATER DISCHARGE FROM THIS TENTATIVE TRACT MAP SHALL BE TREATED BY PERMANENT ON-SITE TREATMENT CONTROL BMPS FOR TRASH AND DEBRIS OF OFF-SITE AND ON-SITE PRIOR TO DISCHARGE TO ANY EXISTING OR PROPOSED DRAINAGE FACILITY.
32. ALL DIMENSIONS ON THIS TENTATIVE TRACT MAP ARE APPROXIMATE.
33. ALL LANDSCAPING WITHIN EACH INDIVIDUAL RESIDENTIAL LOT SHALL BE MAINTAINED BY THE HOMEOWNER.
34. PLANNING AREA 35B OCCURS IN TTM NO. 37306 (5.15 ACRES OF PHASE 1B) AND TTM NO. 37388 (13.88 ACRES OF PHASE 2B). THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 35B IS 19.98 ACRES WHICH IS 1.36% ABOVE THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 19.8 ACRES.
35. ALL PROPOSED COMMON DRIVES WITHIN THIS TENTATIVE TRACT MAP ARE PRIVATE AND SHALL BE MAINTAINED BY AN APPROVED HOMEOWNERS ASSOCIATION.

PLANNING AREA SUMMARY

PROPOSED TENTATIVE TRACT 37388

PLANNING AREA (PA)	LAND USE (TYPE)	GROSS AREA (ACRE)	NUMBER LOTS (QTY)	GROSS DENSITY (DU/AC)	RESIDENTIAL AREA (ACRE)	STREETS (ACRE)	LOT SIZE (MIN)	PAD SIZE (MIN)	LOT AREA MIN (SQ. FT.)	LOT AREA MAX (SQ. FT.)	LOT AREA AVG (SQ. FT.)
14	MDR	25.87	183	8.4	18.87	7.00	47' x 75'	47' x 75'	3,525	6,662	4,829
15A	MDR	15.03	117	7.8	10.77	4.26	40' x 84'	40' x 84'	2,583	8,053	4,810
15B	LDR	16.79	78	4.6	13.15	3.63	52' x 109'	52' x 109'	5,668	15,548	9,735
16A	MDR	12.98	66	5.1	8.35	3.36	42' x 109'	42' x 109'	4,698	18,715	8,996
16B	LDR	16.55	72	4.4	13.28	3.43	52' x 109'	52' x 109'	5,669	14,725	7,884
48B	MDR	7.44	38	5.1	4.43	2.24	42' x 109'	42' x 109'	4,598	13,644	8,432
21(A/B)	PARK	4.87									
32	PARK	8.57									
33	PARK	8.51									
35B &	OS	13.58									

NOTE:

* PORTION OF PLANNING AREA WITHIN TTM NO. 37388. SEE NOTE 34 IN GENERAL INFORMATION AT RIGHT.
** PA 15A STREET AREA INCLUDES COMMON DRIVES.

PER BUTTERFIELD SPECIFIC PLAN, 2017

PLANNING AREA (PA)	LAND USE (TYPE)	GROSS AREA (ACRE)	NUMBER LOTS (QTY)
14	MDR	22.8	113
15A	MDR	15.2	225
15B	MDR	15.2	243
16A	LDR	16.1	58
16B	LDR	14.1	73
48B	LDR	9.3	35
21	PARK	3.2	
32	PARK	8.6	
33	PARK	8.5	
35B	OS	13.3	

LEGEND

LDR	LOW DENSITY RESIDENTIAL
MDR	MEDIUM DENSITY RESIDENTIAL
HDR	HIGH DENSITY RESIDENTIAL
OS	OPEN SPACE
PARK	PARK - RECREATION

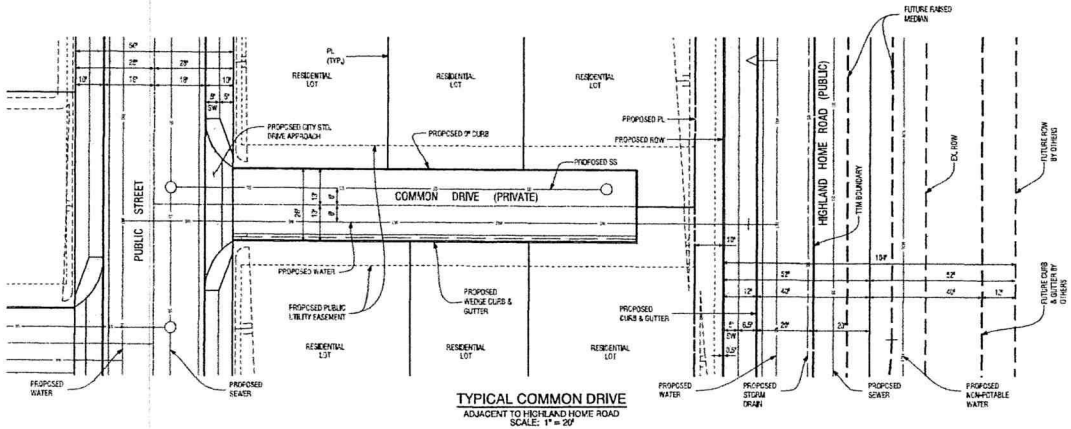
DATE:	NO.	REVISIONS

PREPARED FOR:
tri pointe HOMES
12531 Columbia Pointe Court
Suite 600
Corona, CA 92879
(951) 425-1400

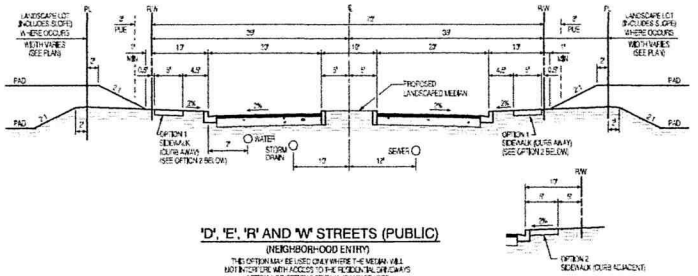
PREPARED BY:
MDS CONSULTING
MCKEE SCHULTZ
1700 Kendall Avenue
Suite 100
Indio, CA 92201
Voice: 760-251-6021
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
NOTES
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 2 OF 16

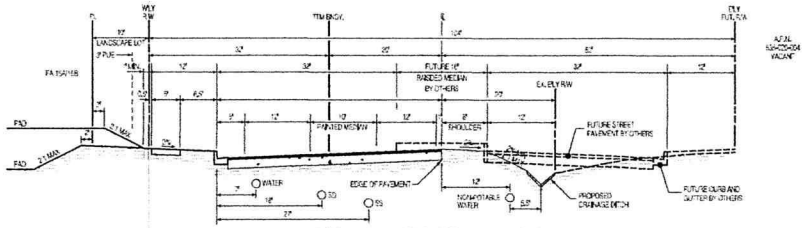
PHASE 2B - TENTATIVE TRACT MAP NO. 37388



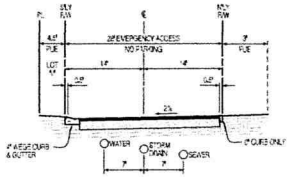
TYPICAL COMMON DRIVE
ADJACENT TO HIGHLAND HOME ROAD
SCALE: 1" = 20'



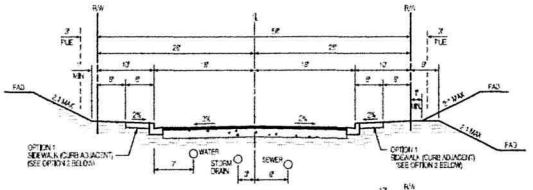
'D', 'E', 'R' AND 'W' STREETS (PUBLIC)
(NEIGHBORHOOD ENTRY)
THIS OPTION MAY BE USED ONLY WHERE THE MEDIAN WILL NOT INTERFERE WITH ACCESS TO THE RESIDENTIAL DRIVEWAYS
OPTION 1 OR OPTION 2 SIDEWALKS MAY BE USED
SCALE 1"=10'



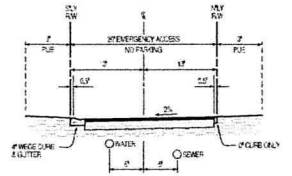
HIGHLAND HOME ROAD (PUBLIC)
(MODIFIED MAJOR HIGHWAY)
(NORTH OF GILMAN STREET)
SCALE 1"=10'



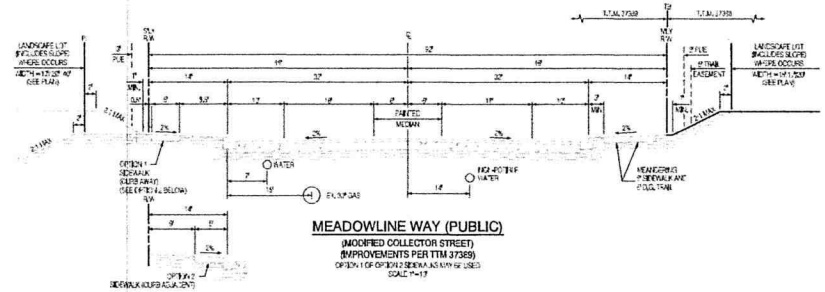
PA 15A COMMON DRIVE 'A' (PRIVATE)
SCALE 1"=10'



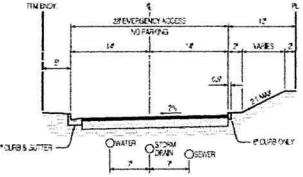
'A'-'D', 'F'-'Q', 'S'-'V', 'X'-'Z' &
'AA' -'BB STREETS (PUBLIC)
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALKS MAY BE USED
WEDGE CURB & GUTTER MAY BE USED IN LIEU OF CITY STD. CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN
SCALE 1"=10'



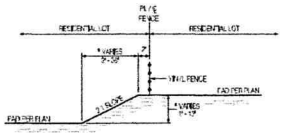
PA 15A COMMON DRIVES 'B'-'Q' (PRIVATE)
SCALE 1"=10'



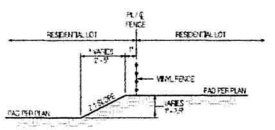
MEADOWLINE WAY (PUBLIC)
(MODIFIED COLLECTOR STREET)
(IMPROVEMENTS PER TTM 37389)
OPTION 1 OR OPTION 2 SIDEWALKS MAY BE USED
SCALE 1"=10'



PA 15B ACCESS ROAD (PRIVATE)
SCALE 1"=10'



TYPICAL REAR-YARD SLOPE SECTION
REAR YARD SLOPE SHALL BE LANDSCAPED AND MAINTAINED BY HOMEOWNER
NTS



TYPICAL SIDE-YARD SLOPE SECTION
* SIDEYARD SLOPES 5:1 ALL BE LANDSCAPED AND MAINTAINED BY HOMEOWNER
NTS

DATE	NO.	REVISIONS

PREPARED FOR:
tri pointe HOMES
1280 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 628-4400

PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
STREET SECTIONS
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 3 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388

RESIDENTIAL LOT SUMMARY

PLANNING AREA 14 (MDR)

LOT AREA SUMMARY
LOTS 171 - 335

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
171	8,561	8,749
172	4,918	4,264
173	4,994	4,220
174	4,934	4,127
175	4,934	4,040
176	4,997	4,095
177	5,870	4,855
178	5,906	4,441
179	8,173	8,647
180	4,937	3,899
181	4,937	3,897
182	5,581	4,259
183	5,962	4,429
184	8,241	8,876
185	8,445	5,190
186	8,127	4,555
187	8,189	4,450
188	5,417	3,988
189	4,985	3,752
190	5,162	3,893
191	5,758	4,345
192	5,512	4,310
193	5,115	4,325
194	8,062	8,063
195	8,986	5,884
196	4,417	4,417
197	4,039	4,039
198	3,794	3,794
199	4,378	4,378
200	3,805	3,805
201	3,638	3,638
202	4,080	4,080
203	4,232	4,232
204	4,119	4,119
205	3,760	3,760
206	3,760	3,760
207	3,760	3,760
208	3,760	3,760
209	3,760	3,760
210	5,270	4,594
211	9,882	7,725
212	4,772	3,983
213	4,772	3,983
214	4,772	3,917
215	4,772	3,893
216	4,789	3,858
217	7,275	6,092
218	8,437	5,010
219	5,602	4,319
220	8,421	5,416
221	5,065	3,980
222	8,043	4,418
223	6,345	5,309
224	5,941	4,642
225	5,238	4,103
226	7,627	5,392
227	5,689	4,544
228	3,770	3,770
229	3,827	3,827
230	3,828	3,828
231	3,903	3,903
232	3,859	3,859
233	4,773	4,773
234	4,773	4,773
235	3,859	3,859
236	3,903	3,903
237	3,828	3,828
238	3,962	3,962
239	4,009	4,009
240	4,117	4,117
241	4,643	4,581
242	4,709	4,513
243	4,125	4,125
244	4,141	4,141
245	4,078	4,078
246	3,867	3,867
247	3,892	3,892
248	3,917	3,917
249	3,943	3,943
250	3,968	3,968
251	4,220	4,220
252	6,614	5,650
253	8,037	6,225
254	4,648	3,852
255	4,805	3,875
256	4,522	3,837
257	4,637	3,802
258	4,663	3,778
259	4,885	3,778
260	4,601	3,869
261	5,077	4,156
262	4,966	3,997
263	6,836	5,150
264	5,387	3,869
265	4,929	3,936
266	5,189	4,314
267	4,983	4,082
268	4,691	3,918
269	4,697	3,891
270	4,697	3,887
271	4,697	3,874
272	4,698	3,890
273	4,697	3,902
274	4,697	3,927
275	4,697	3,925
276	4,622	3,920
277	4,764	3,845
278	6,212	4,261
279	5,673	5,673
280	5,956	5,482
281	5,373	4,974
282	4,992	4,846
283	4,754	4,402
284	4,453	4,149
285	4,103	4,103
286	4,103	4,103
287	4,104	4,104
288	4,123	4,123
289	3,968	3,968
290	5,449	5,449
291	5,444	5,444
292	4,750	4,750
293	4,313	4,313
294	3,995	3,995
295	3,995	3,995
296	3,995	3,995
297	3,995	3,995
298	3,995	3,995
299	3,995	3,995
300	4,000	4,000
301	4,093	4,093
302	4,551	4,551
303	5,006	5,006
304	5,044	5,044
305	4,351	4,351
306	4,093	4,093
307	4,000	4,000
308	4,081	4,081
309	4,065	4,065
310	4,065	4,065
311	4,065	4,065
312	4,065	4,065
313	4,057	4,057
314	4,011	4,011
315	3,971	3,971
316	3,935	3,935
317	3,928	3,928
318	4,002	4,002
319	4,125	4,125
320	4,684	4,684
321	4,342	4,342
322	8,436	8,436
323	8,921	5,926
324	6,950	6,527
325	6,767	6,057
326	6,169	5,475
327	5,529	4,778
328	4,930	4,167
329	4,750	4,024
330	4,739	4,174
331	4,621	4,060
332	4,569	4,031
333	4,844	4,240
334	5,207	4,547
335	4,922	4,939

PLANNING AREA 15A (MDR)

LOT AREA SUMMARY
LOTS 336 - 452

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
336	4,257	3,534
337	3,450	3,183
338	3,693	3,401
339	4,068	4,258
340	3,552	3,552
341	4,313	3,783
342	4,500	3,863
343	3,840	3,368
344	4,558	4,102
345	4,486	4,397
346	3,108	3,108
347	4,505	4,047
348	4,070	3,525
349	3,552	3,350
350	4,761	3,987
351	4,981	4,058
352	3,256	3,256
353	4,215	3,795
354	3,970	3,577
355	3,256	3,256
356	5,094	3,673
357	4,858	3,142
358	3,256	3,256
359	3,753	3,393
360	9,053	4,104
361	4,291	2,899
362	5,613	3,949
363	5,309	3,420
364	4,584	2,980
365	5,163	3,408
366	5,403	3,614
367	4,701	3,179
368	5,409	3,629
369	5,105	3,482
370	4,540	3,074
371	5,652	3,696
372	3,921	2,576
373	4,307	2,882
374	5,217	3,064
375	3,968	3,478
376	3,256	3,256
377	3,566	3,249
378	4,057	3,628
379	3,108	3,108
380	4,054	3,811
381	3,540	3,540
382	3,404	3,404
383	3,998	3,597
384	4,144	3,868
385	3,034	3,034
386	3,782	3,782
387	3,700	3,290
388	3,404	3,019
389	3,700	3,096
390	4,144	3,560
391	3,256	3,256
392	3,404	3,404
393	3,923	3,324
394	3,040	2,553
395	4,256	3,394
396	3,779	3,253
397	3,404	3,404
398	4,645	4,645
399	4,485	4,196
400	3,404	3,121
401	4,596	4,151
402	5,047	5,047
403	2,951	2,951
404	3,256	3,256
405	3,764	3,764
406	3,855	3,855
407	3,961	3,961
408	3,937	3,937
409	3,526	3,526
410	3,864	3,864
411	3,936	3,936
412	3,884	3,884
413	5,928	4,943
414	3,200	2,782
415	3,683	3,183
416	3,520	3,058
417	5,767	4,606
418	4,144	3,577
419	2,960	2,960
420	3,489	3,489
421	3,192	3,192
422	3,390	3,390
423	4,070	3,603
424	3,774	3,216
425	3,772	3,193
426	4,162	3,966
427	4,144	3,531
428	2,960	2,960
429	3,482	3,489
430	3,876	3,339
431	3,496	3,221
432	3,504	3,224
433	3,277	3,033
434	3,496	3,216
435	4,104	3,546
436	3,700	3,268
437	3,404	3,404
438	3,489	3,489
439	3,192	3,192
440	3,330	3,330
441	4,070	3,832
442	3,700	3,315
443	3,478	3,478
444	3,414	3,414
445	3,563	3,563
446	3,084	3,084
447	3,995	3,611
448	5,188	4,785
449	3,450	3,450
450	3,150	3,150
451	3,525	3,325
452	5,303	4,913

PLANNING AREA 15B (LDR)

LOT AREA SUMMARY
LOTS 453 - 530

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
453	9,808	9,608
454	6,297	7,881
455	6,152	5,569
456	6,205	5,473
457	6,205	5,473
458	6,227	5,473
459	6,180	5,473
460	6,070	5,475
461	6,003	5,680
462	6,041	5,974
463	5,600	5,568
464	6,008	5,727
465	6,844	6,227
466	8,232	7,085
467	15,458	11,252
468	10,167	7,175
469	8,757	5,295
470	6,921	5,530
471	6,921	5,537
472	6,921	5,644
473	6,921	5,681
474	6,874	5,661
475	7,919	6,256
476	15,549	11,603
477	10,192	8,707
478	8,765	6,318
479	5,415	5,329
480	5,735	5,950
481	5,820	5,349
482	5,723	5,253
483	5,801	5,299
484	5,933	5,461
485	6,099	5,612
486	5,712	5,250
487	5,731	5,240
488	5,454	5,050
489	5,050	5,050
490	5,068	5,068
491	6,553	6,539
492	6,140	5,140
493	5,186	5,186
494	5,186	5,186
495	5,186	5,186
496	5,186	5,186
497	5,113	5,113
498	10,755	8,711
499	5,900	5,092
500	5,900	5,027
501	5,900	5,074
502	5,900	5,091
503	10,615	9,393
504	5,187	6,744
505	6,000	6,000
506	5,874	5,874
507	5,258	5,258
508	6,363	6,168
509	6,800	6,009
510	6,213	5,288
511	8,830	5,721
512	6,929	5,816
513	8,891	6,314
514	8,435	6,937
515	6,000	6,000
516	5,874	5,874
517	5,258	5,258
518	6,474	6,474
519	7,064	6,868
520	5,842	5,402
521	5,154	5,905
522	6,260	5,995
523	7,579	6,344
524	6,569	6,563
525	5,492	5,492
526	5,720	5,720
527	6,160	5,588
528	6,094	5,369
529	6,566	5,767
530	6,537	5,378

PLANNING AREA 16A (MDR)

LOT AREA SUMMARY
LOTS 73 - 140

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
73	6,492	5,437
74	5,356	4,873
75	5,356	4,876
76	5,365	4,873
77	5,366	4,876
78	5,365	4,873
79	5,835	5,281
80	6,544	6,544
81	9,590	6,590
82	10,271	10,271
83	6,876	6,876
84	5,509	5,509
85	5,539	5,539
86	5,429	5,429
87	4,725	4,725
88	5,082	4,725
89	5,081	4,725
90	5,081	4,725
91	5,082	4,725
92	5,081	4,725
93	5,081	4,725
94	5,082	4,725
95	4,725	4,725
96	4,725	4,725
97	6,702	7,144
98	5,840	5,970
99	5,742	4,601
100	5,561	4,562
101	5,564	4,566
102	5,772	4,558
103	5,833	4,583
104	5,970	4,605
105	6,334	5,185
106	7,744	6,146
107	7,366	6,172
108	7,469	5,764
109	6,896	5,345
110	5,791	4,666
111	5,791	4,724
112	5,791	4,790
113	5,797	4,872
114	6,501	5,650
115	9,160	6,775
116	7,458	5,326
117	5,726	4,889
118	6,016	5,102
119	5,315	5,313
120	6,565	5,494
121	6,566	5,415
122	6,616	5,469
123	10,719	8,452
124	6,389	6,389
125	4,950	4,950
126	4,950	4,950
127	4,950	4,950
128	5,120	5,120
129	5,744	5,744
130	5,695	5,695
131	5,802	5,802
132	4,500	4,500
133	4,500	4,500
134	4,500	4,500
135	4,584	4,584
136	5,294	5,294
137	5,740	5,740
138	6,178	6,178
139	5,632	5,632
140	4,860	4,860

PLANNING AREA 16B (LDR)

LOT AREA SUMMARY
LOTS 1 -72

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
1	7,669	6,715
2	7,629	7,181
3	8,903	8,394
4	9,977	9,507
5	12,639	10,715
6	8,895	8,781
7	8,212	8,212
8	9,275	8,244
9	8,791	7,283
10	9,257	9,257
11	9,276	8,313
12	8,458	7,502
13	8,254	8,254
14	8,802	6,915
15	9,805	7,526
16	8,153	8,153
17	11,423	10,575
18	9,184	9,077
19	7,059	7,059
20	8,890	8,890
21	8,311	8,311
22	8,050	8,050
23	8,234	8,234
24	8,834	8,834
25	8,989	8,989
26	7,215	7,215
27	8,842	8,842
28	8,845	8,845
29	8,810	8,810
30	8,851	8,851
31	8,734	8,734
32	8,984	8,984
33	7,396	7,396
34	11,089	9,375
35	14,729	11,450
36	8,884	7,224
37	8,753	7,657
38	8,537	7,376
39	8,579	7,094
40	8,170	7,037
41	8,050	8,757
42	8,443	8,601
43	8,155	8,884
44	8,323	7,004
45	8,254	6,979
46	7,406	6,079
47	7,207	5,906
48	7,225	6,006
49	7,301	6,190
50	7,575	6,577
51	9,003	7,195
52	9,749	9,153
53	7,576	6,647
54	7,429	6,370
55	10,603	8,727
56	8,543	7,733
57	6,791	6,791
58	6,719	6,719
59	7,132	7,132
60	5,978	5,978
61	11,074	11,075
62	6,549	6,549
63	6,158	6,158
64	6,183	6,183
65	6,532	6,532
66	6,216	6,216
67	9,189	8,045
68	9,053	7,896
69	8,841	8,841
70	6,580	6,580
71	7,230	7,230
72	7,219	7,219

PLANNING AREA 48B (MDR)

LOT AREA SUMMARY
LOTS 141 - 170

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
141	4,860	4,860
142	4,860	4,860
143	4,860	4,860
144	5,261	5,261
145	6,686	6,686
146	5,872	5,870
147	8,899	7,897
148	10,544	8,597
149	9,322	7,453
150	8,142	6,821
151	7,803	6,184
152	7,154	6,141
153	6,987	5,818
154	5,709	5,305
155	5,350	4,774
156	5,300	4,703
157	5,348	4,765
158	4,950	4,950
159	4,953	4,953
160	4,934	4,934
161	4,915	4,915
162	5,063	5,063
163	5,215	5,215
164	4,953	4,953
165	10,471	6,783
166	9,364	5,852
167	5,062	4,810
168	5,629	5,591
169	6,378	6,174
170	8,896	7,259

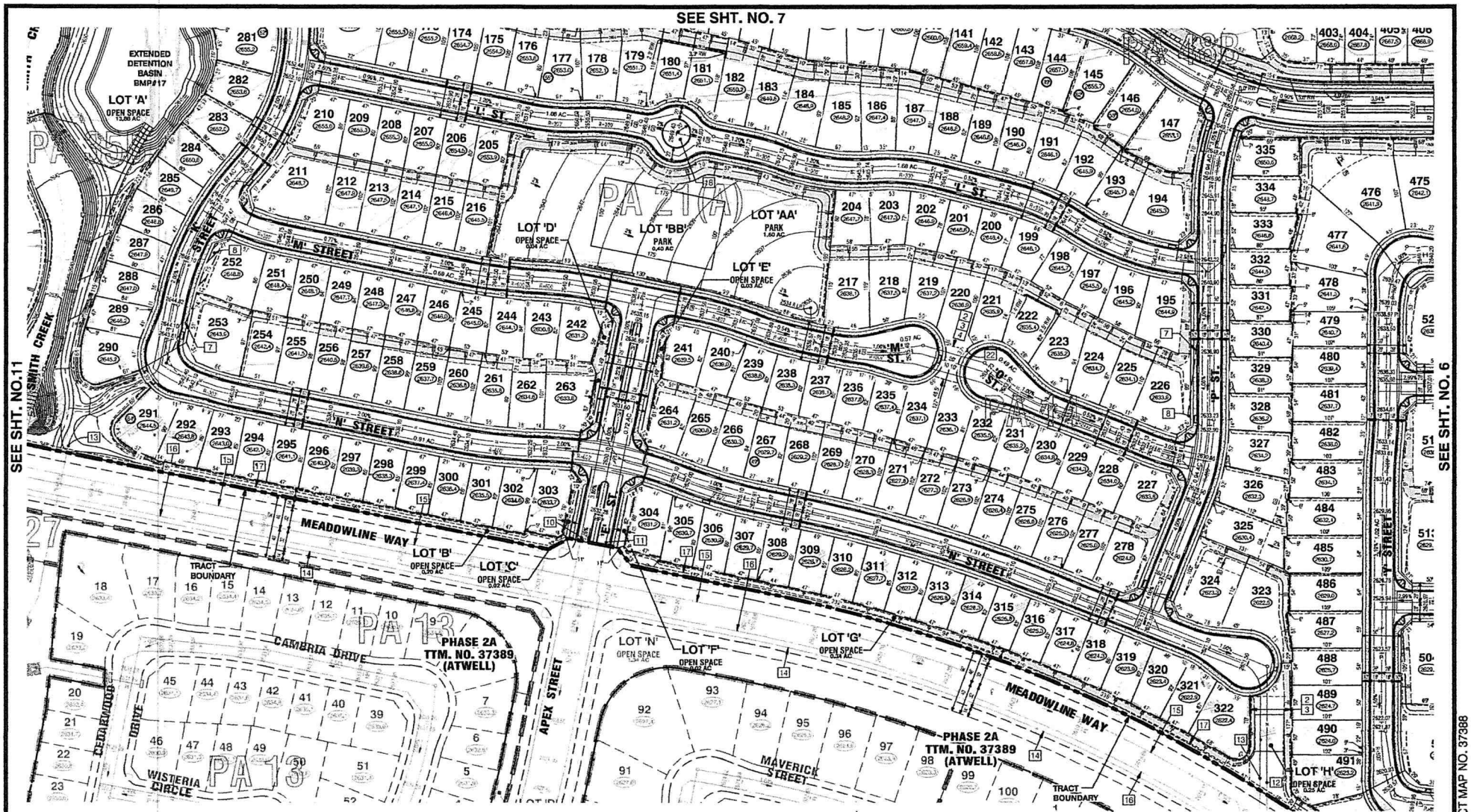
DATE:	NO.	REVISIONS

PREPARED FOR:
tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 478-4480

PREPARED BY:
MDS HORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
(949) 851-7821
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
AREA SUMMARIES
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 4 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4480

PREPARED BY:

MDS
PLANNERS ENGINEERS SURVEYORS

DATE:	NO.	REVISIONS

N

60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

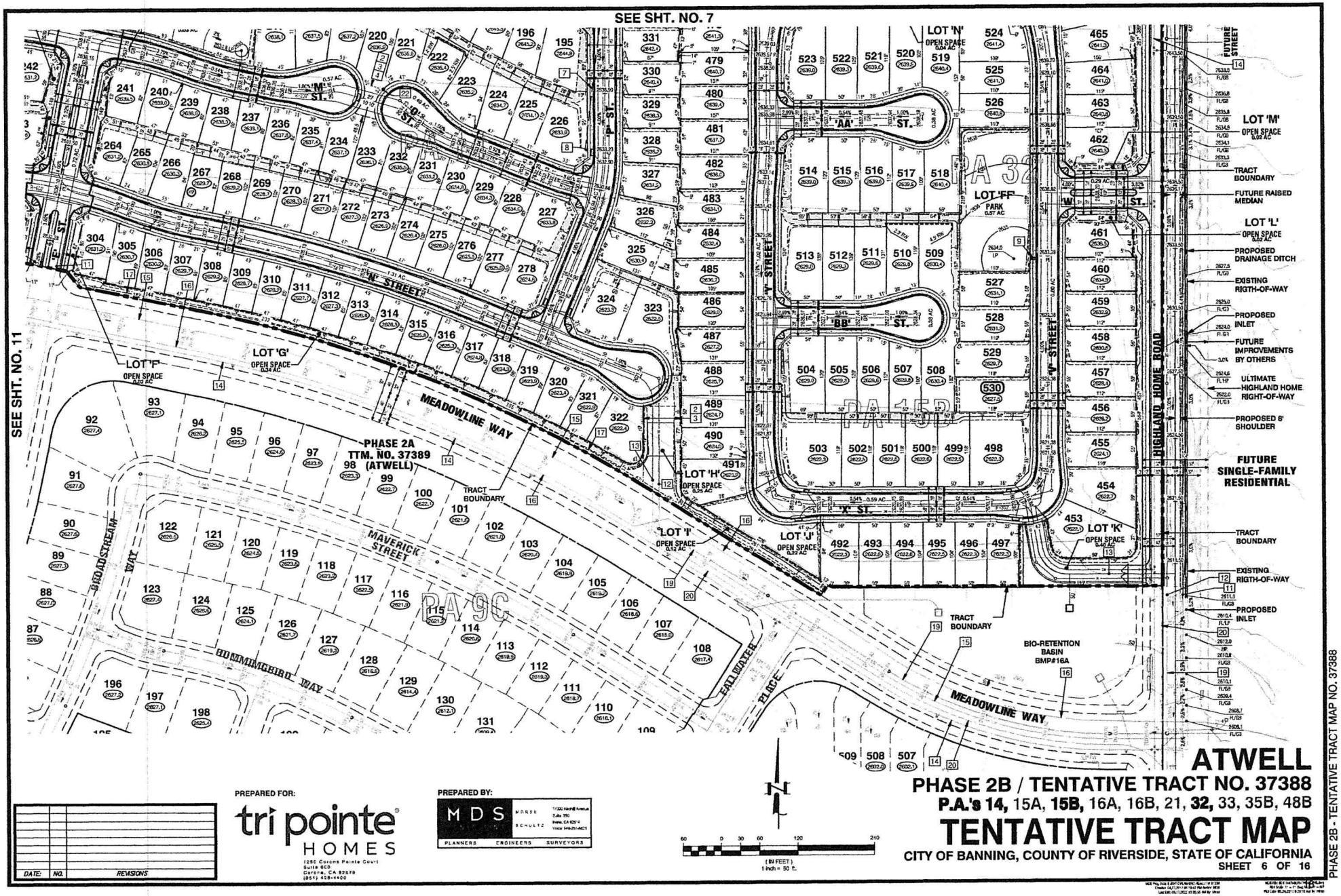
P.A.'s 14, 15A, 15B, 16A, 16B, **21,** 32, 33, 35B, 48B

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 5 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



DATE: | NO. | REVISIONS

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 608-4400

PREPARED BY:

MDS MURRIETA SCHULTZ
PLANNERS ENGINEERS SURVEYORS

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

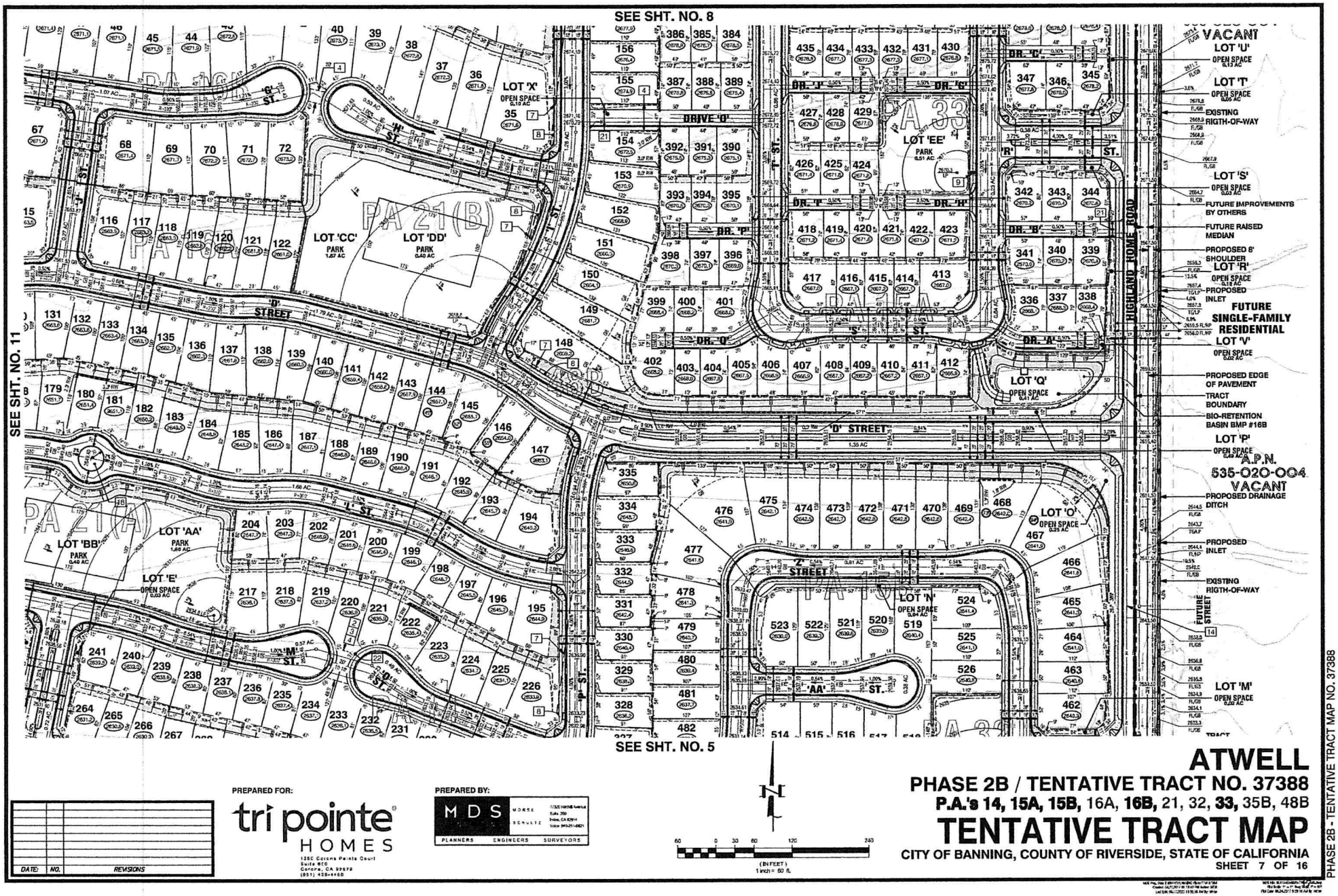
P.A.'s 14, 15A, **15B,** 16A, 16B, 21, **32,** 33, 35B, 48B

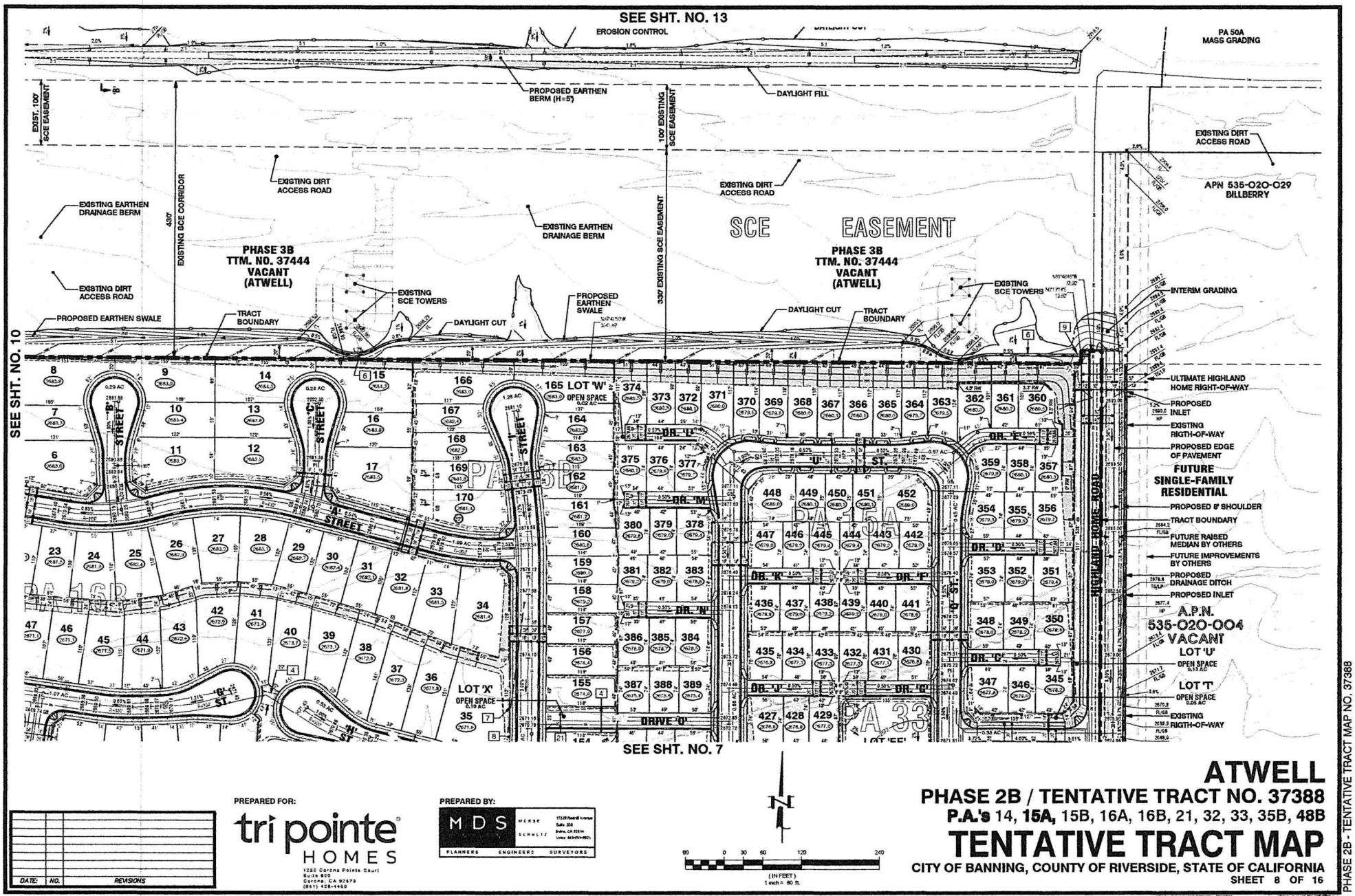
TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 6 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388


SEE SHT. NO. 8
SEE SHT. NO. 11
SEE SHT. NO. 5
VACANT
LOT 'U'
OPEN SPACE
0.13 AC
LOT 'T'
OPEN SPACE
0.05 AC
EXISTING
RIGTH-OF-WAY
LOT 'S'
OPEN SPACE
0.03 AC
FUTURE IMPROVEMENTS
BY OTHERS
FUTURE RAISED
MEDIAN
PROPOSED 8'
SHOULDER
LOT 'R'
OPEN SPACE
0.18 AC
PROPOSED
INLET
FUTURE
SINGLE-FAMILY
RESIDENTIAL
LOT 'V'
OPEN SPACE
0.02 AC
PROPOSED EDGE
OF PAVEMENT
TRACT
BOUNDARY
BIO-RETENTION
BASIN BMP #16B
LOT 'P'
OPEN SPACE
0.48 AC
A.P.N.
535-020-004
VACANT
PROPOSED DRAINAGE
DITCH
PROPOSED
INLET
EXISTING
RIGTH-OF-WAY
LOT 'M'
OPEN SPACE
0.20 AC
HIGHLAND HOME ROAD
FUTURE STREET
LOT 'X'
OPEN SPACE
0.10 AC
LOT 'CC'
PARK
1.57 AC
LOT 'DD'
PARK
0.40 AC
LOT 'AA'
PARK
1.60 AC
LOT 'BB'
PARK
0.40 AC
LOT 'E'
OPEN SPACE
0.03 AC
LOT 'EE'
PARK
0.51 AC
LOT 'Q'
OPEN SPACE
0.41 AC
LOT 'O'
OPEN SPACE
0.25 AC
LOT 'N'
OPEN SPACE
0.04 AC
'C' ST.
'H' ST.
'I' ST.
'J' ST.
'K' ST.
'L' ST.
'M' ST.
'N' ST.
'O' ST.
'P' ST.
'Q' ST.
'R' ST.
'S' ST.
'T' ST.
'AA' ST.
'D' STREET
'D' STREET
'Z' STREET
DRIVE 'O'
PA 16
PA 21(B)
PA 21(A)
PA 33
PA 32
PA 30
PA 31
PA 34
PA 35
PA 36
PA 37
PA 38
PA 39
PA 40
PA 41
PA 42
PA 43
PA 44
PA 45
PA 46
PA 47
PA 48
PA 49
PA 50
PA 51
PA 52
PA 53
PA



PREPARED FOR:

tri pointe HOMES

1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 478-4460

PREPARED BY:

MDS MCKEE SCHULTZ

PLANNERS ENGINEERS SURVEYORS

DATE	NO.	REVISIONS

(IN FEET)
1 inch = 60 ft.

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

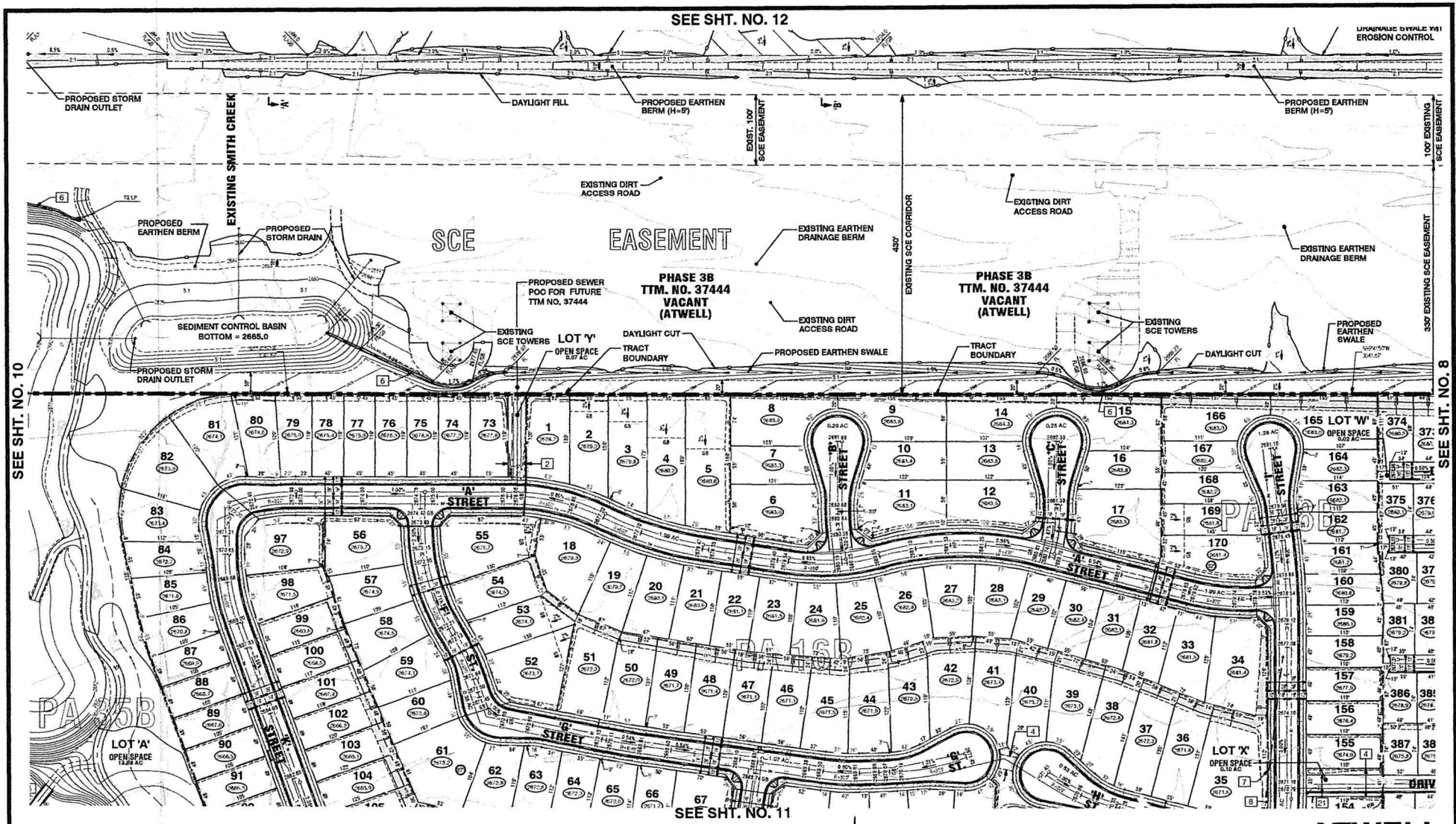
P.A.'s 14, **15A,** 15B, 16A, 16B, 21, 32, 33, 35B, **48B**

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 8 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



PREPARED FOR:

tri pointe HOMES

1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 628-4400

PREPARED BY:

MDS HORNE SCHULTZ

PLANNERS ENGINEERS SURVEYORS

DATE:	NO.	REVISIONS

(IN FEET)
1 inch = 60 ft.

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

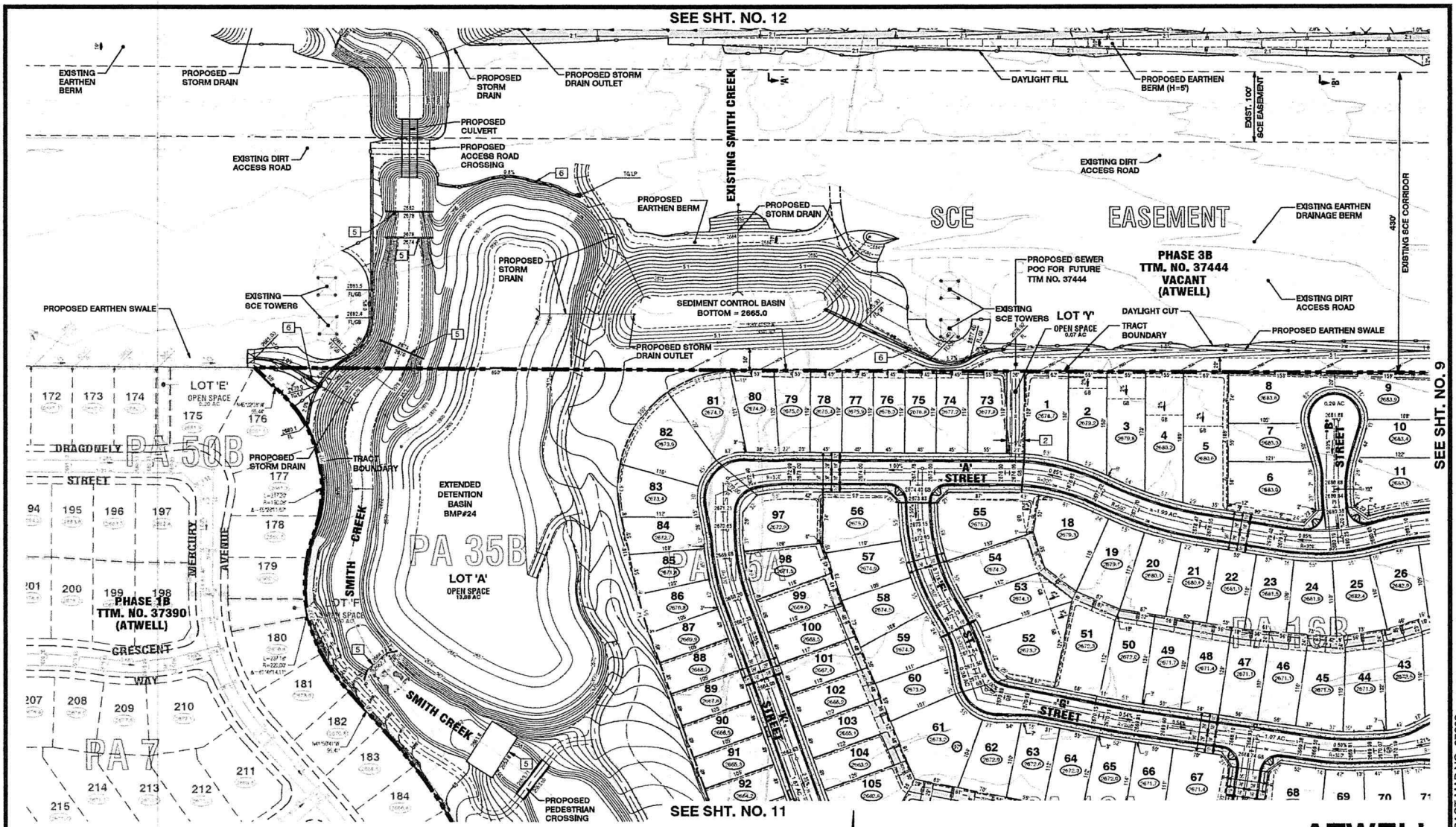
P.A.'s 14, 15A, 15B, 16A, **16B,** 21, 32, 33, 35B, **48B**

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 9 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

P.A.'s 14, 15A, 15B, **16A, 16B,** 21, 32, 33, **35B,** 48B

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 10 OF 16

PREPARED FOR:

tri pointe HOMES

12531 Columbia Pointe Court
Suite 800
Corona, CA 92879
(951) 428-4400

PREPARED BY:

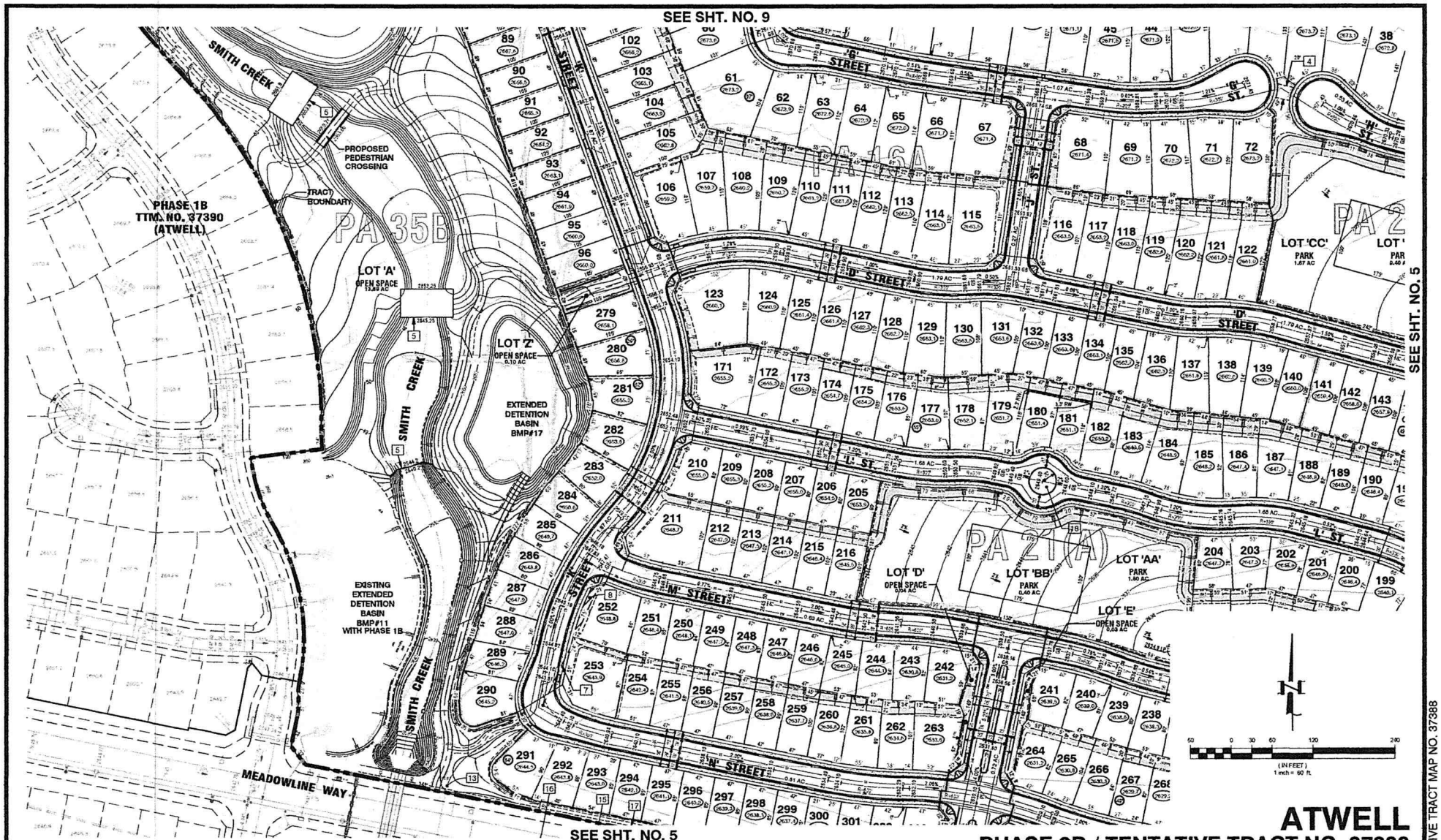
MDS HORNE SCHULTZ

PLANNERS ENGINEERS SURVEYORS

DATE:	NO.	REVISIONS

(IN FEET)
1 inch = 60 ft.

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, **35B**, 48B

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 11 OF 16

PREPARED FOR:

tri pointe HOMES

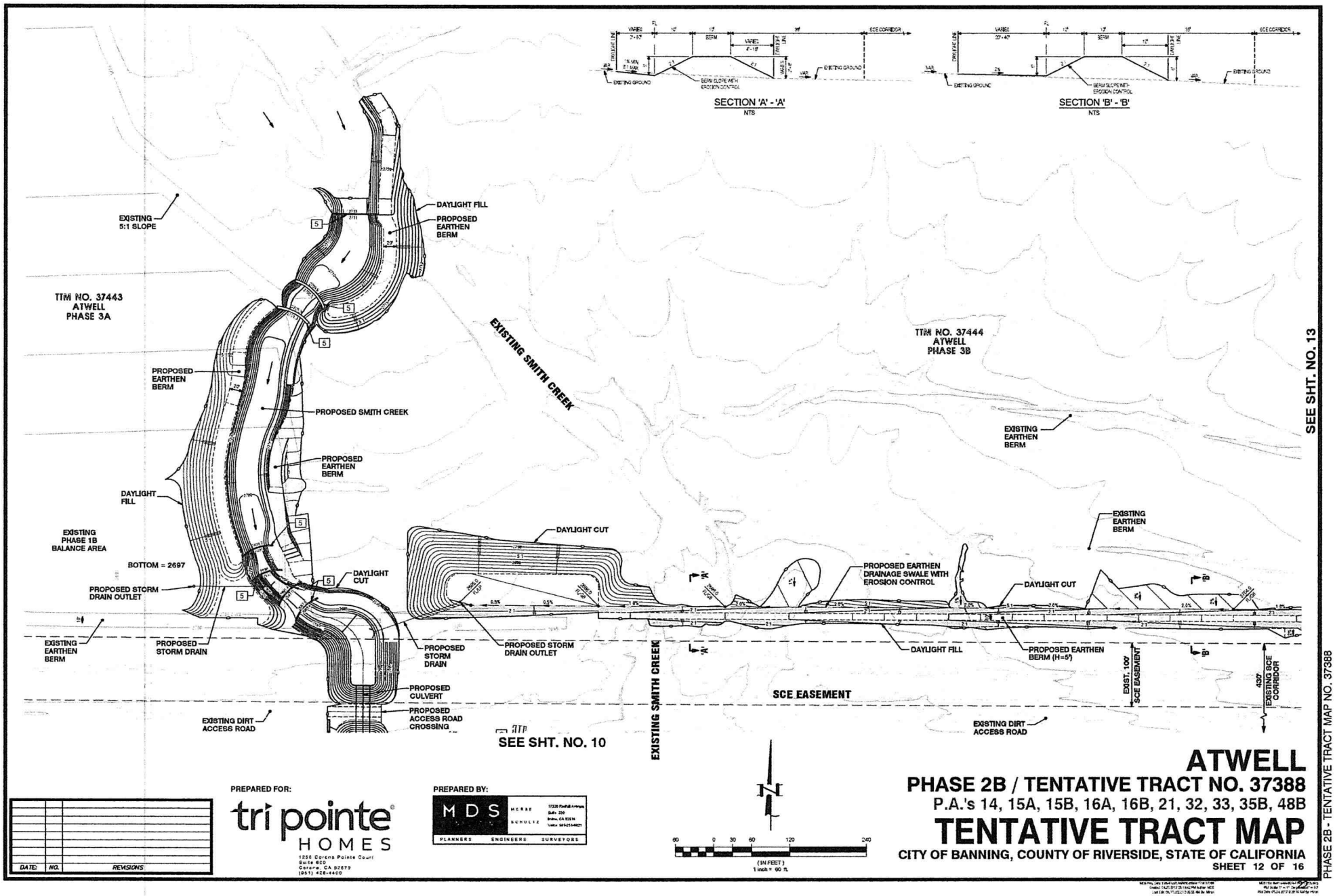
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 426-4400

PREPARED BY:

MDS HORSE LOWRY HARTZ
PLANNERS ENGINEERS SURVEYORS

DATE:	NO.	REVISIONS

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



DATE	NO.	REVISIONS

PREPARED FOR:

tri pointe HOMES
1256 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 426-4400

PREPARED BY:

MDS MCKEE DAVIS SCHULTZ
PLANNERS ENGINEERS SURVEYORS

ATWELL

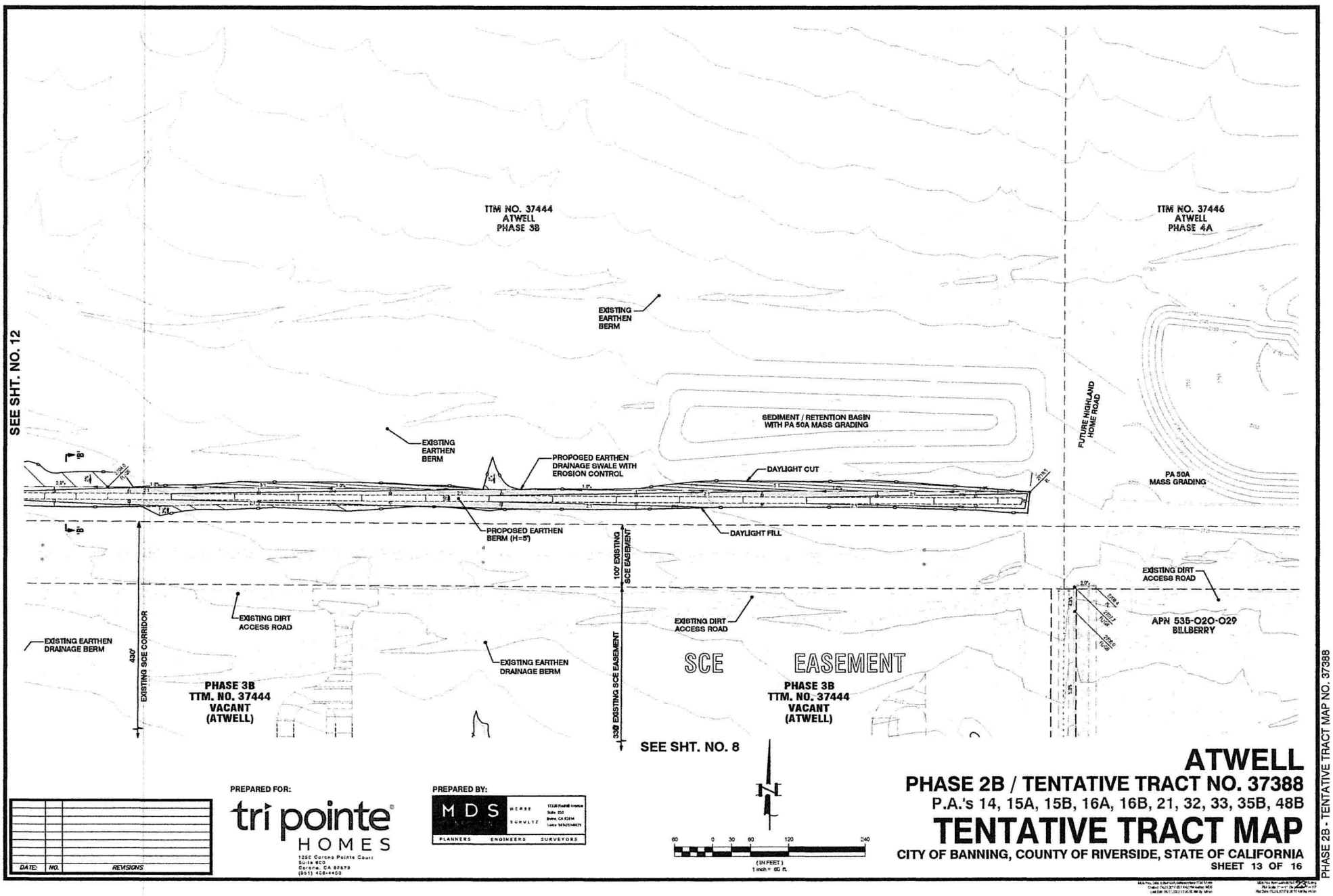
PHASE 2B / TENTATIVE TRACT NO. 37388

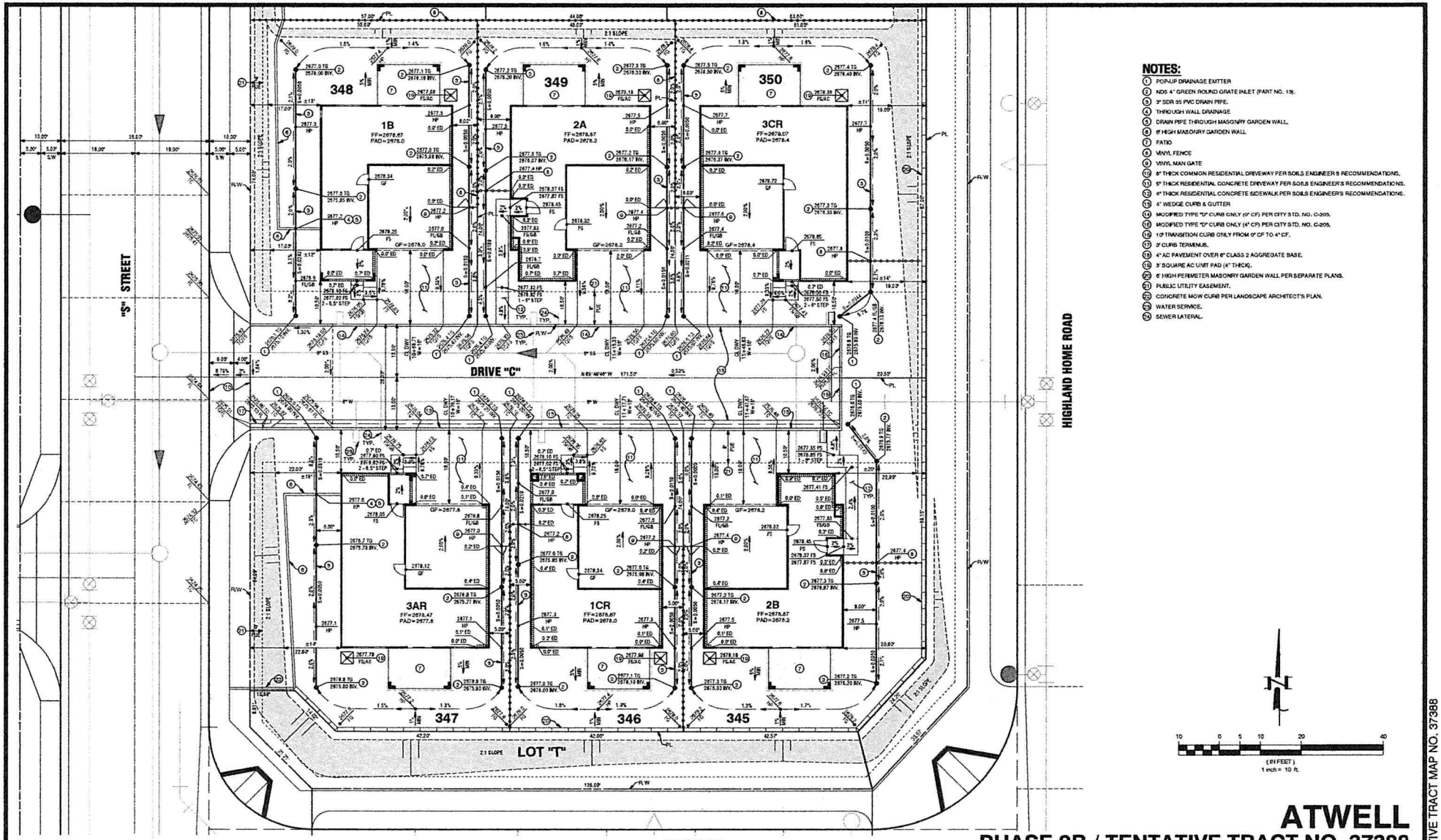
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 12 OF 16


SEE SHT. NO. 12
TTM NO. 37444
ATWELL
PHASE 3B
TTM NO. 37446
ATWELL
PHASE 4A
EXISTING
EARTHEN
BERM
SEDIMENT / RETENTION BASIN
WITH PA 50A MASS GRADING
FUTURE HIGHLAND
HOME ROAD
EXISTING
EARTHEN
BERM
PROPOSED EARTHEN
DRAINAGE SWALE WITH
EROSION CONTROL
DAYLIGHT CUT
PA 50A
MASS GRADING
PROPOSED EARTHEN
BERM (H=5')
DAYLIGHT FILL
100' EXISTING
SCE EASEMENT
EXISTING DIRT
ACCESS ROAD
EXISTING DIRT
ACCESS ROAD
APN 535-020-029
BILLBERRY
EXISTING EARTHEN
DRAINAGE BERM
430'
EXISTING SCE CORRIDOR
EXISTING DIRT
ACCESS ROAD
EXISTING EARTHEN
DRAINAGE BERM
SCE
EASEMENT
PHASE 3B
TTM. NO. 37444
VACANT
(ATWELL)
PHASE 3B
TTM. NO. 37444
VACANT
(ATWELL)
330' EXISTING SCE EASEMENT
SEE SHT. NO. 8
N
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.
PREPARED FOR:
tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 458-4400
PREPARED BY:
MDS
MCKEE
SCHULTZ
PLANNERS ENGINEERS SURVEYORS
DATE: NO. REVISIONS
ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 13 OF 16
PHASE 2B - TENTATIVE TRACT MAP NO. 37388



NOTES:

1. POP-UP DRAINAGE EMITTER
2. NDS 4" GREEN ROUND GRATE INLET (PART NO. 19).
3. 3" SDR 35 PVC DRAIN PIPE.
4. THROUGH WALL DRAINAGE
5. DRAIN PIPE THROUGH MASONRY GARDEN WALL.
6. 6' HIGH MASONRY GARDEN WALL
7. PATIO
8. VINYL FENCE
9. VINYL MAN GATE
10. 8" THICK COMMON RESIDENTIAL DRIVEWAY PER SOILS ENGINEER'S RECOMMENDATIONS.
11. 5" THICK RESIDENTIAL CONCRETE DRIVEWAY PER SOILS ENGINEER'S RECOMMENDATIONS.
12. 4" THICK RESIDENTIAL CONCRETE SIDEWALK PER SOILS ENGINEER'S RECOMMENDATIONS.
13. 4" WEDGE CURB & GUTTER
14. MODIFIED TYPE "D" CURB ONLY (0" CF) PER CITY STD. NO. C-205.
15. MODIFIED TYPE "D" CURB ONLY (4" CF) PER CITY STD. NO. C-205.
16. 10' TRANSITION CURB ONLY FROM 0" CF TO 4" CF.
17. 3' CURB TERMINUS.
18. 4" AC PAVEMENT OVER 6" CLASS 2 AGGREGATE BASE.
19. 3' SQUARE AC UNIT PAD (4" THICK).
20. 6' HIGH PERIMETER MASONRY GARDEN WALL PER SEPARATE PLANS.
21. PUBLIC UTILITY EASEMENT.
22. CONCRETE MOW CURB PER LANDSCAPE ARCHITECT'S PLAN.
23. WATER SERVICE.
24. SEWER LATERAL.

DATE	NO.	REVISIONS

PREPARED FOR:

tri pointe HOMES
1256 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 426-4400

PREPARED BY:

MDS HORNE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
(949) 851-7411
PLANNERS ENGINEERS SURVEYORS

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

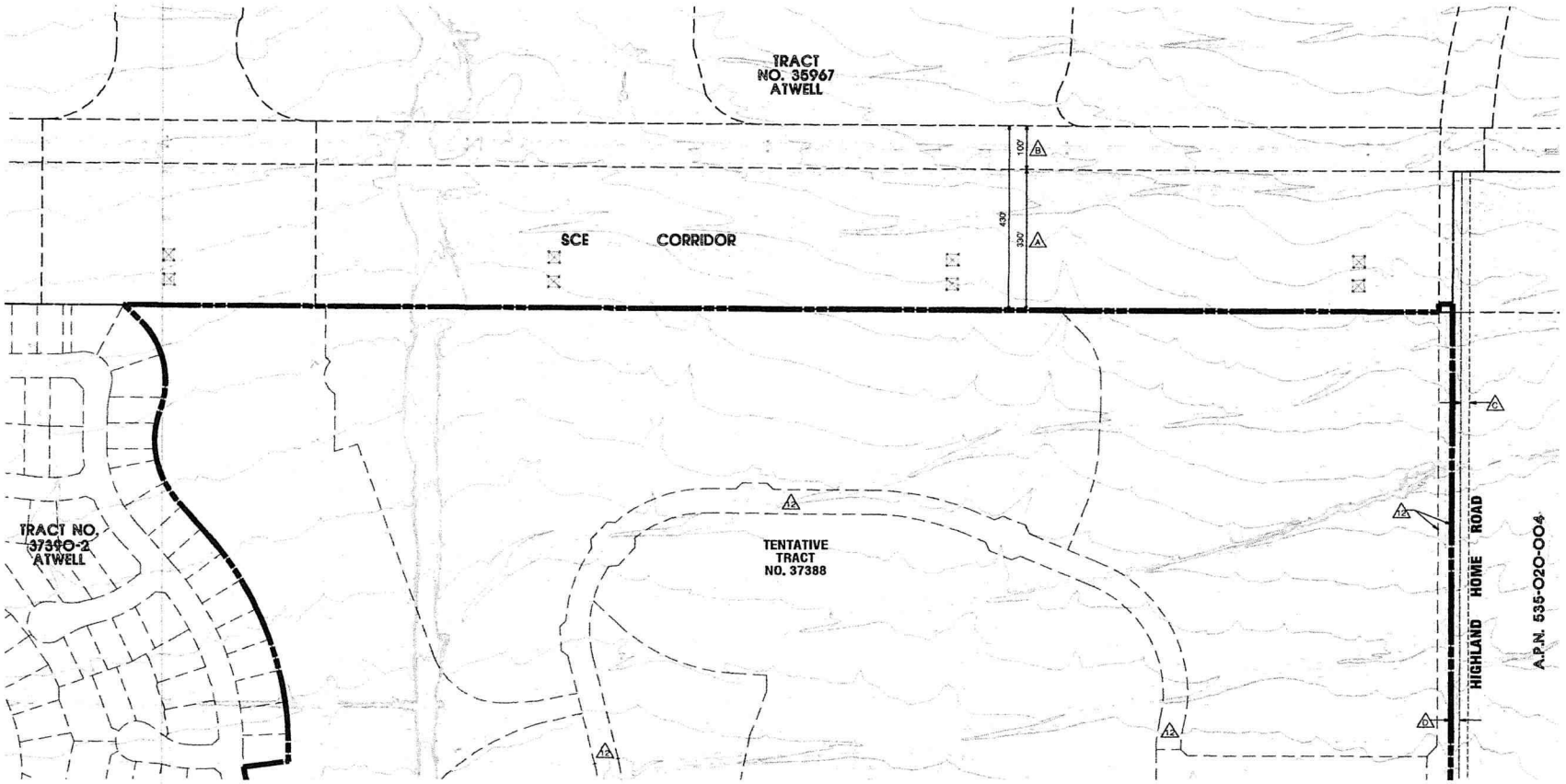
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B

TYPICAL LOT GRADING DETAIL, PA 15A

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 14 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



EXISTING EASEMENTS

5 AN EASEMENT IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS. LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD.

6 A RIGHT-OF-WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 6 OF PATENTS. LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD.

11 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" EXECUTED BY AN BETWEEN THE CITY OF BANNING AND PARDEE HOMES, A CALIFORNIA CORPORATION RECORDED JULY 17, 2012 AS INSTRUMENT NO. 2012-0332888 OF OFFICIAL RECORDS.

12 RESERVATION AS SHOWN TRACT NO. 35966, BOOK 479, PAGES 94 THROUGH 107 OF MAPS, FOR ACCESS PURPOSE UNTO OURSELVES, OUR SUCCESSORS, AND ASSIGNESS AND LOT OWNERS WITHIN TRACT MAP NO. 35966.

A AN EASEMENT FOR PUBLIC UTILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MAY 9, 1946 IN BOOK 754, PAGE 84, O.R. TO REMAIN.

B AN EASEMENT FOR PUBLIC UTILITY TO THE CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 20, 1960 AS INSTRUMENT NO. 5433, O.R., TO REMAIN. EASEMENT DOES NOT AFFECT PORTION OF PROPERTY WITHIN TTM NO. 37388.

C DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED SEPTEMBER 11, 1905 IN BOOK 212, PAGE 190 OF OFFICIAL RECORDS.

D DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED DECEMBER 6, 1905 IN BOOK 211, PAGE 251 OF OFFICIAL RECORDS.

120 0 60 120 240 480
(IN FEET)
1 inch = 120 ft.

DATE:	NO.	REVISIONS

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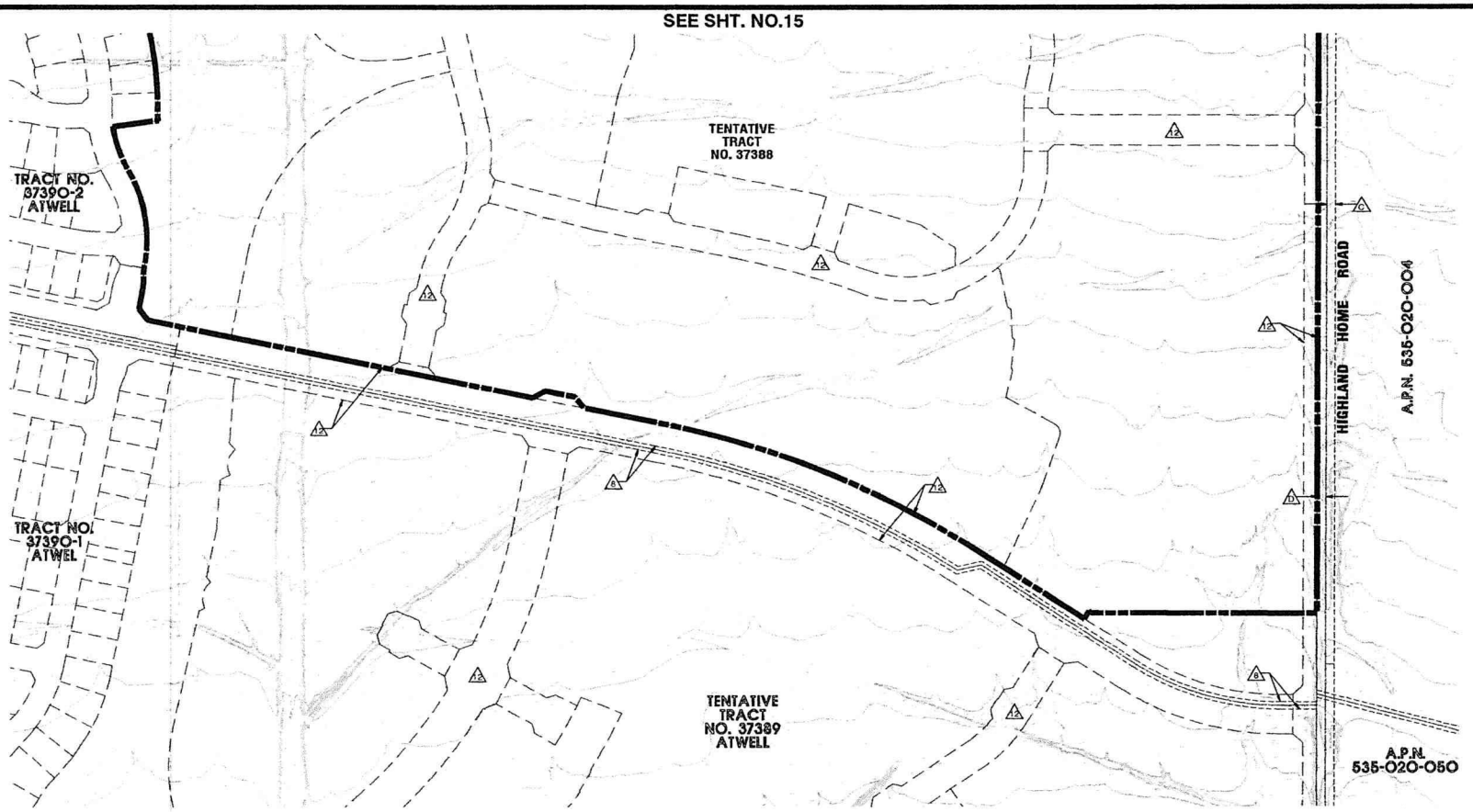
ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 15 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



EXISTING EASEMENTS

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8 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN CALIFORNIA COUNTIES GAS COMPANY FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED JUNE 26, 1950 IN BOOK 1184, PAGE 121 OF OFFICIAL RECORDS.

DOCUMENT(S) DECLARING MODIFICATION THEREOF RECORDED OCTOBER 23, 2003 AS INSTRUMENT NO. 03-835005 OF OFFICIAL RECORDS.

DOCUMENT DECLARING MODIFICATION THEREOF RECORDED NOVEMBER 4, 2009 AS INSTRUMENT NO. 2009-0602745.

DOCUMENT DECLARING MODIFICATION THEREOF RECORDED NOVEMBER 4, 2020 AS INSTRUMENT NO. 2020-0539454.

EASEMENT DOES NOT AFFECT PORTION OF PROPERTY WITHIN TTM NO. 37388.

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EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 16 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388

Exhibit B
Tentative Tract Map No. 37388 Conditions of Approval

City of Banning

Community Development Department
Conditions of Approval

PROJECT: Tentative Tract Map 37388

SUBJECT: Conditions of Approval (City Council Resolution 2023-04)

APPLICANT: Tri Pointe Homes

LOCATION: North of Meadowline Way, east of Highland Springs Avenue, and west of Highland Home Road/Meridian Avenue. APNs: 408-570-001 and 002, 408-570-005 through 008, 408-570-018 and 019, and portions of 408-570-003 and 004, 408-570-023 and 408-570-046.

EXHIBIT B
To City Council Resolution 2023-04

All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.

Community Development Department

1. The City and Developer are parties to a Development Agreement, recorded on July 17, 2012, as document number 2012-0332888 ("DA"). In the event of any direct inconsistency or conflict between these Conditions of Approval and the DA, the DA shall control. The Developer shall indemnify the City as described in the DA.

2. Approval of this entitlement shall not waive compliance with any sections of the DA, Butterfield Specific Plan, or other applicable City Ordinances in effect at the time of building permit issuance to the extent such City Ordinances are applicable to the project and not vested under the DA.

3. Approval of Tentative Tract Map 37388 shall run with the term of the DA. All conditions of approval must be met on or before the expiration date or the applicant must request an extension of time at least thirty (30) days prior to the expiration date, and receive approval of said extension; otherwise, the approval shall expire and become null and void.

4. Unless approved otherwise by City, the developer shall comply with all applicable conditions of City Council Ordinance No. 1450 approving the Butterfield Specific Plan and conditions of City Council Resolution No. 2017-07 approving Minor Modifications to the Butterfield Specific Plan.

5. All mitigation measures required by the Butterfield Specific Plan Environmental Impact Report Mitigation Monitoring and Reporting Program (MMRP), as modified pursuant to the approved Addendum, and conditions of the project's Settlement Agreement shall be implemented if those

measures/conditions relate to this phase or part of the development or are required to be satisfied in connection with this phase or part of the development.

6. A copy of the signed resolution of approval and all conditions of approval and any applicable mitigation measures shall be reproduced in legible form on the grading plans submitted for review and approval as required by the reviewing department.

7. The Developer shall pay all applicable development impact fees and other fees as required under the DA. Adjustments and/or fee credits to the applicable DIFs may be provided as allowed in the DA and any applicable implementing DIF credit agreement. The project proponent shall provide written evidence to the City that school mitigation fees have been paid or other arrangements acceptable to the applicable school district and Developer have been met.

8. Deposits shall be handled per the executed Deposit Agreement dated May 7, 2019.

9. A copy of the final grading and erosion control plan, approved by Engineering, shall be submitted to the Planning Department for review and approval of the landscaping plans when graded cut slopes exceed five (5) feet in height and fill slopes exceed five (5) feet in height.

10. Per DA Exhibit E, Section 5.2, the Developer shall stabilize according to the City Grading and Landscaping Ordinance [as it may be vested under the DA] the rear slope of all residential lots prior to issuance of a certificate of occupancy but shall not be required to landscape and/or irrigate the slopes. It is the intention that the rear yard landscaping will be required and installed within the time specified in the CC&Rs by the homeowner.

11. Per DA Section 6.5.2, Phasing Plans specifying when the lots within Tract 37388 will be developed and when all appropriate public infrastructure within Tract 37388 will be constructed shall be approved prior to commencement of development within the tract. Prior to approval of the Final Map, all conditions requiring the provision or proposed project facilities and subdivision improvements for the area covered by the Tentative Map must be satisfied either through performance or through the provision of suitable security prior to recordation of the Final Map or deferred with City approval under the terms of the DA.

12. Prior to precise grading plan approval, a conceptual (non-structural) project wall/fencing plan to include retaining walls, perimeter walls, and interior walls shall be developed and shall be subject to design review approval by the Planning Department.

13. Prior to precise grading plan approval for PA 35B, a Design Review application for Open Space 35B shall be reviewed and approved by the Planning Commission. The Design Review application for PA 35B shall include conceptual details on recreational uses to be provided within PA 35B, including how these facilities will be linkable to other tracts, parks and open space including public access.

14. Prior to construction of the six proposed parks, the Developer shall obtain approval of a detailed site plan demonstrating the facilities to be provided from the Director of Community Development.

15. All residential and commercial neighborhoods and public facilities shall require Design Review approval by the Planning Director.

16. Temporary construction fencing shall be installed around portions of the tract under construction until replacement by permanent walls/fencing or completion of improvements.

17. Developer shall meet all legal requirements of responsible agencies.

Engineering/Public Works: *The Department of Public Works provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Engineering Division at (951) 922-3130 for compliance with the following conditions.*

GENERAL CONDITIONS

18. The subject property shall substantially conform to the approved tentative map and specific plan. The City Engineer may approve minor design modifications to the project plans during the plan check process if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.

19. Revisions to the approved Tentative Map during Final Map plan check process including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC).

20. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.

21. All applicable mitigation measures specified in the approved Environmental Impact Report (EIR) and the approved Traffic Impact Analysis (TIA) shall be incorporated as conditions of approval for this project and shall be addressed to the satisfaction of the Public Works Director and City Engineer.

22. The applicant shall comply with the approved site plan, the preliminary grading plan, the preliminary WQMP (pWQMP), and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision.

23. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance.

24. Prior to the issuance of any grading, construction, or public works permit by the City, the Applicant shall obtain any necessary clearances and/or permits from the following agencies. Permits will not be unreasonably withheld if the developer has met all typical standards for a permit and satisfied all relevant conditions of approval for the appropriate permit:

    - City of Banning Fire Marshall
    - City of Banning Community Development Department
    - City of Banning Public Works Department
    - City of Banning Water/Wastewater Department

- City of Banning Electric Department
- Riverside County Flood Control and Water Conservation District
- California Regional Water Quality Control Board Colorado River Basin
- Army Corps of Engineers
- California Department of Fish and Wildlife
- South Coast Air Quality Management District

The applicant is responsible for meeting all requirements of permits and/or clearances from the agencies from the non-inclusive list above. When the requirements include approval of approved plans, the applicant shall furnish such proof of approvals when submitting improvement plans to the City. The applicant shall comply with all conditions and mitigation measures and submit copies of all correspondence with the agencies to the Engineering Division.

25. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.

26. The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency unless otherwise agreed upon by the affected parties.

27. The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.

28. The following is a list of items that are required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24"x36" Mylar film. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors):

Plans

- Clearing Plan — 1"=40' Horizontal
  (Includes Fuel Modification and Construction Fencing)
- Rough Grading Plan — 1"=40' Horizontal
- Retaining Wall Plan — 1"=40' Horizontal
  (For wall proposed on RGP)
- Haul Route Plan — 1"=100' Horizontal
  (If soil is exported offsite)
- Erosion and Sediment Control Plan — 1"=100' Horizontal

These 5 plan sets shall be combined and reviewed concurrently as a stand-alone plan set

- Borrow Site/Stockpile Plan — 1"=40' Horizontal
  (If necessary)
- Street Improvement Plans — 1"=40 Horiz./1"=4' Vert.

(Includes Curb Ramp Details)

- Traffic Signing and Striping Plan 1"=40 Horizontal
- Traffic Signal Plan 1"=10' Horizontal
- Traffic Control Plan 1"=40' Horizontal
  (For street classifications of Secondary Highway and greater)

- Landscape Improvement Plan 1"=40' Horizontal
  (Improvements within R/W, BMP identified in WQMP)

- Storm Drain Plan (City Maintained) 1"=40 Horiz./1"=4' Vert.
- Storm Drain Plan (City Maintained) Per RCFCD Standards

- Potable Water Plan 1"=40 Horiz./1"=4' Vert.
- Non-Potable Water Plan 1"=40 Horiz./1"=4' Vert.
- Sewer Plan 1"=40 Horiz./1"=4' Vert.

- Precise Grading Plan 1"=20' Horizontal

Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions.

An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.

All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

Reports and Studies

- Final Hydrologic and Hydraulic Report
- Final Water Quality Management Plan
- CLOMR/LOMR
- Traffic Impact Verification
- Water Supply Verification
- Geotechnical Report
- Fault Hazard Report
- Liquefaction Hazard Report
- Dust Control and Prevention Plan
- Engineers Cost Estimates
- Compaction Report
- Grading and Pad Certifications

Permits and Agreements

- Permission to Grade and Construction Agreements (if applicable)
- City Grading Permit
- City Encroachment/Public Works Permit
- WQMP Covenant and Agreement

- Non-Interference Letters
- Performance Bonds
- Labor and Material Bond
- Maintenance Bond

Survey Documents

- Final Map
- Easement Dedications
- Corner Records
- Record of Survey

29. If a CFD is considered for this tract, prior to first COO, the applicant shall either demonstrate that the CFD has already been created or that a CFD application has been submitted and accepted as complete by the City of Banning Financial Services Division and shall include all maps, related Engineers report, and the required information (CFD boundary maintenance areas by location and type, etc.) to the satisfaction of the City Engineer.

30. A Homeowners' Association (HOA) or other mechanism as approved by the City Engineer, shall be responsible for the maintenance of the public parkways and median island landscaping, slopes adjacent to public rights-of-way, debris basins, detention and retention basins, public parks, linear parks and trails along the creeks, open space areas, BMP's referenced in the approved WQMP, and other items as required by the City Engineer. The maintenance mechanism shall be established prior to the first COO. In the event that the Applicant creates a Homeowners' Association (HOA), the Covenants, Conditions, and Restrictions (CC&Rs) and Articles of Incorporation of the Homeowners' Association are subject to the approval of the Planning and Engineering Divisions and the City Attorney. A recorded copy shall be provided to the City Engineer. The Homeowners' Association shall submit to the Planning Division a list of the name and address of their officers on or before January 1 of each and every year and whenever said information changes.

31. The conditions, covenants and restrictions shall contain provisions which prohibit dissolution of the Homeowners' Association unless another entity has agreed to assume the operation and maintenance responsibilities of the Homeowners' Association. The conditions, covenants and restrictions shall contain provisions that prohibit the Applicant and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these conditions of approval unless the subject property is reverted to acreage and the subdivision abandoned.

32. The conditions, covenants and restrictions shall include provisions for the City of Banning to maintain landscaping of the public parkways and median island landscaping, slopes adjacent to public rights-of-way, debris basins, detention and retention basins, public parks, linear parks and trails along the creeks, open space areas, BMP's referenced in the approved WQMP, and other items as required by the City Engineer, in the event that the Homeowners Association fails to meet this obligation. The Applicant shall enter into an agreement that allows for the City of Banning to charge the Homeowners Association for the maintenance cost incurred in this condition.

33. The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.

34. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act)

35. All future utility systems including gas, electric, telephone, water, sewer, and cable TV, except for temporary utility systems as defined under the DA, shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.

36. Any existing public improvements that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

37. Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the "As-Built" conditions.

MAPPING AND SURVEY

38. The submittal, approval, and recordation of the final map shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code.

39. The final map shall have adequate reservations for public ingress and egress as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area.

40. In the event that the applicant in unsuccessful in acquiring necessary property rights outside the project/development, the City will consider and potentially act on the option to acquire through eminent domain. Permits (or portions of permits) that are not affected by ROW acquisition will not be held up during the property acquisition or eminent domain process.

41. During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required when the design vehicle is likely to use outriggers or other means of load stabilization.

42. Any public right-of-way or streets to be vacated from public use, pursuant to Street and Highway Codes Sections 8300 through 8363, shall conform to the complete vacation procedure and show specific circulation alternative, where required. All street vacations shall be shown on the final tract map.

43. All public facilities including sewer, water, reclaimed water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved tentative map and as required by the City Engineer and/or RCFC&WCD. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.

44. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.

45. A map of the proposed subdivision drawn at 1"=200' showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.

46. The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.

Prior to Issuance of a Grading Permit, Public Works Permit, or Construction Permit

47. The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.

48. The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer.

49. The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents, including this tentative tract map, Butterfield Specific Plan, and associated Development Agreements. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way.

50. The applicant shall offer to dedicate to the City of Banning additional Right of Way as described below:

    HIGHLAND HOME ROAD (modified) (32 Foot Additional R/W) fronting the site as a MODIFIED MAJOR HIGHWAY for public street and utility purposes. Dedication shall include for a 10' Landscape Lot adjacent to the ultimate west R/W. Dedication shall include a 3' PUE within the Landscape Lot adjacent to the west R/W.

    MEADOWLINE WAY (46 Foot Half Width) fronting the site as a MODIFIED COLLECTOR for public street and utility purposes. Road was dedicated with FM 37389-1. This map shall dedicate a 3' PUE adjacent to the northern right of way to the City of Banning. This map shall dedicate a 5' trail easement adjacent to the northern right of way to the City of Banning.

    STREET D, E, R, W (70 Foot R/W) – NEIGHBIRHOOD ENTRY as depicted on TTM 37388. This map shall dedicate a 3' PUE adjacent to the proposed ultimate right of way on both sides of the street to the City of Banning.

    STREET A, B, C, D, F, G, H, I, J, K, L, M, N, O P, Q, S, T, U, V, X, Y, Z, AA, BB (56 Foot R/W) as a MODIFIED LOCAL RESIDENTIAL STREET for public street and utility purposes. This map shall dedicate a 3' PUE adjacent to the proposed ultimate right of way on both sides of the street to the City of Banning.

    PA 15A DRIVE A (PRIVATE) – This map shall dedicate public utility easements over the entire roadway to the City of Banning. This map shall further dedicate a 4.5' PUE (s'ly) and 3' PUE (n'ly) adjacent to the roadway lot to the City of Banning.

    PA 15A DRIVE B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q (PRIVATE) – This map shall dedicate public utility easements over the entire roadway to the City of Banning. This map shall further dedicate a 3' PUE (s'ly) and 3' PUE (n'ly) adjacent to the roadway lot to the City of Banning.

This map shall dedicate all other rights of way and easements as shown on the approved TTM exhibit.

This map shall dedicate public utility and emergency access easement over the PA15B Access Road to the City of Banning at a minimum width of 28 feet.

All offers of dedication shall include the corner cut-back at all intersections.

51. Legal descriptions and plans of street dedication shall be provided to the Engineering Division for review and approval before acceptance by the City Council and recorded by the County of Riverside.

52. The TTM indicates that phased final maps will be processed. If the maps are to be processed individually, then each map shall make allowances to provide required points of access for utility and emergency access to the satisfaction of the City Engineer, City Fire Marshall, and the City Community Development Director.

Prior to Map Recordation

53. The Applicant shall dedicate right-of-way or provide temporary easements beyond either the phased construction and/or tract boundary required to provide utility service, public and/or emergency vehicular ingress and egress access to the nearest paved and publicly maintained street to the satisfaction of the City Engineer, City Fire Marshall, and the City Community Development Director.

54. Applicant shall construct on-site and off-site improvements required for the development of the property in accordance with the approved plans and satisfy its obligations for same, or shall furnish secured and executed Subdivision Improvement Agreements on terms agreed to by the parties guaranteeing the construction of such improvements and the and the satisfaction of its obligations for same, or shall agree to any combination thereof, unless such improvements are deferred with City approval under the terms of the DA or as otherwise set forth under the terms of the DA. For off-site improvements, the procedures and requirements of Government Code Section 66462.5 shall apply, including the potential acquisition of those rights by the City or waiver of the City's requirement to obtain those rights.

55. Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:

Faithful Performance Bond	100% of estimated cost
Labor and Material Bond	100% of estimated cost
Monumentation Bond	In the amount as supplied by the Record Engineer/Land Surveyor and as approved by the City Engineer

Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

56. The applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format for review and approval. The house number system shall be in accordance with Section 12.32 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal. Approval of street names shall be completed prior to the final submittal of the final map.

57. Prior to the recordation of Final Map or the issuance of the first grading permit (whichever occurs first), the applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for an access plan to provide the site two (2) points of emergency access should final maps be phased.

Prior to the Issuance of a Certificate of Occupancy

58. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning or the Riverside County Flood Control and Water Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD or unless such easements do not conflict with the City's or RCFCD's intended purposes or uses. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.

Prior to the Release of Surety

59. Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1-year maintenance period.

60. The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when:

    - Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor.
    - Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project.

61. Permanent survey monuments shall be set at the intersection of street centerlines, beginning, and end of curves in centerlines, and at other locations designated by the Director of Public Works and City Engineer. All other centerline monuments shall be placed in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond.

62. A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to the release of the Monumentation Bond.

STREETS AND TRAFFIC

63. A minimum of 36' of asphalt pavement are required for all new roadways. For LOCAL, COLLECTOR, DIVIDED COLLECTOR, and SECONDARY HIGHWAYS, applicant shall provide additional pavement opposite the street centerline of the project to meet the 36' pavement requirement.

64. A minimum width of 20 feet for a paved or all-weather emergency access. If requirements for other departments differ, the greater roadway width is required.

65. All street designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transitions to existing street sections.

66. The following street improvements are required per the Butterfield Specific Plan, Development Agreement, and Tentative Map 37388.

    HIGHLAND HOME ROAD: Construct partial width street improvements for MODIFIED MAJOR HIGHWAY roadway per Butterfield Specific Plan, (38' AC Pavement, 40' offset to C&G, 8' shoulder) including the following: Curb and Gutter, AC Pavement, Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.

    D, E, R, W STREETS: Construct full width street improvements for MODIFIED LOCAL roadway per the Butterfield Specific Plan and TTM 37388 including the following: Curb and Gutter, AC Pavement, Landscaped Median (where driveways do not exist), Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.

    A, B, C, D, F, G, H, I, J, K ,L, M, N, O P, Q, S, T, U, V, X, Y, Z, AA, BB STREET: Construct full width street improvements for MODIFIED LOCAL roadway per the Butterfield Specific Plan and TTM 37388 including the following: Curb and Gutter, AC Pavement, Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.

    PRIVATE DRIVES: Construct full width street improvements for PRIVATE DRIVES roadway per the Butterfield Specific Plan and TTM 37388 including the following: Curb, Curb and Gutter, AC Pavement, Driveways. Parking shall be prohibited Private Drives, as indicated on the tentative map.

67. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.

68. Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method. The minimum pavement section shall be consistent with published City standards at the time of construction.

69. Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years.

70. In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.).

71. Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to.

72. The street improvement plans shall include details for all ADA ramps, indicating elevations and grades in accordance with City of Banning standard drawings.

73. All streets shall have a maximum grade of 15 percent. Wherever feasible street grades should be kept to 12 percent or less.

74. Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.

75. Residential driveway grades shall not exceed twelve percent unless approved by the City Engineer.

76. Mitigation measure TRF-2 requires a Traffic Impact Analysis (TIA) Validation Report to be submitted to the City Engineer for review for each map phase.

77. Traffic improvements shall adhere to Traffic Verification Letter for Atwell Phase 2B. Per the letter approved on 3/24/22, traffic impacts are to be mitigated prior to the Phase 2A Buildout Scenario. If this project is phased and constructed prior to the 2A buildout Scenario, the following items shall be completed prior the issuance of building permits within Phase 2B.
    a. Installation of traffic signal at the intersection of Wilson Street and Highland Home Road
    b. Applicant shall revise the traffic sensitivity analysis for Phase 2A and 2B to reflect anticipated construction sequencing with regard to Wilson Street improvements at Smith Creek prior to the issuance of any building permit within Phase 2B. The recommendations in said report shall allow for the phased construction of a specified number of units in Phase 2A and 2B prior to the widening of Wilson Street at the Smith Creek. After unit threshold has been met, widening of Wilson Street at the Smith Creek will be required.
78. Signing and Striping Plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants), and street name signs.
79. Street names signs and traffic control devices including traffic legends and traffic striping shall be installed or relocated in accordance with applicable City or Caltrans standards and as shown on the approval plans and/or as directed by the City Engineer.
80. Streetlights shall be installed in accordance with the City of Banning Electric Department Standards.
81. All existing overhead utility lines located on or adjacent to the site shall be undergrounded prior to public improvement acceptance and surety release, to the satisfaction of the Public Works Director, including but not limited to, electrical distribution, telephone, and cable lines, with the exception of electric utility lines over 33 kV in accordance with Ordinance 1500.
82. Access to any phased construction site shall be restricted by a temporary installation of a chain link fence with locks to restrict public access but allowing emergency vehicle access per City acceptable arrangements as required by the City Engineer.
83. Applicant shall provide horizontal and vertical site distance calculations per Riverside County Transportation Department and Caltrans Standards for review and approval by the City Engineer. Safe horizontal traffic sight distances and vertical curve sight distances shall be maintained regardless of street intersection angles, street grades, landscaping, or the lot configuration shown on the approved tentative tract map, as follows:
    - All vertical curve sight line design shall be per the Caltrans Design Manual (Figures 201-latest, Topic 405-latest, et al).
    - All horizontal curve sight line design shall be per Riverside County Standards (Plates 114, 821, et al). Horizontal curve design speeds shall be noted on the plan sheets.
    - Horizontal and vertical sight distances shall be maintained even if such compliance results in reconfigured lots and/or a reduction in the lot count shown on the approved tentative map. All Butterfield Specific Plan requirements and City of Banning Ordinances shall be met while achieving the required safety requirements.

Prior to Recordation of a Final Map

84. The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided.

85. Prior to map recordation for any subsequent development phases, detailed phasing plans shall be submitted for review and approval by the Public Works Director, Community Development Director and City Engineer. Each phasing plan shall identify construction access, public access and emergency access routes.

Prior to Issuance of a Public Works Permit

86. A Traffic Control Plan based on the Work Area Traffic Control Handbook (WATCH) shall be submitted, for review and approval by the City Engineer. The Traffic Control Plan shall be prepared by a California Registered Traffic Engineer or Civil Engineer experienced in this type of plan preparation. Traffic control shall be included as a line item in the Engineer's Estimate for bonding purposes. No construction for a particular improvement shall be allowed prior to the approval of this plan.

87. All required public improvements for the project shall be completed, tested, and approved by City of Banning to the satisfaction of the City Engineer or their designee. The City will provide inspections in a timely manner and any inspections exceeding two (2) inspections will require a meeting with the City Engineer to address.

88. All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance.

Prior to Release of Bonds/Surety

89. Applicant shall install all street name signs, striping, and related signage as shown on the approved plans to the satisfaction of the City Engineer and Public Works Director.

90. Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on affected City of Banning accepted streets within the Specific Plan. This condition does not apply to Highland Springs Avenue or Wilson Street, where due to the regional nature of these facilities, it would be impossible to validate the amount of pavement damage caused by ongoing construction activities.

LANDSCAPING

91. A homeowners' association shall be established and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer at the time set forth in the DA providing for maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, onsite private parking/roadway, any debris basins, BMPs referenced in the approved WQMP, and median island landscaping. The developer shall appoint the initial members of the Board of Directors of the homeowners' association or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.

92. The conditions, covenants, and restrictions shall contain provisions which prohibit dissolution of the homeowners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the homeowners' association. The conditions, covenants and restrictions shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these Conditions of Approval.

93. Alternatively, to having an HOA provide maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, any debris basins, BMPs referenced in the

approved WQMP, and median island landscaping, a Landscaping Maintenance District (LMD), or other public financing mechanism, can be formed to provide for the landscape maintenance.

94. Prior to laying of the aggregate base layer for any new streets, all landscaping irrigation services (or sleeves to accommodate said services) shall be installed. Any street cuts in roadways less than 5 years old may require full width grind and overlay to the City Engineer's discretion.

95. The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public rights-of-way, and median islands constructed in connection with the project in accordance with applicable City standards until maintenance of such area is turned over to the HOA or other public financing District. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal.

96. The Applicant shall install landscaping using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living groundcover, a low percentage of turf coverage (limited to 25% of the planted area), and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.

97. An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

98. Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable to the City Engineer for review and approval.

99. Landscape improvement plans shall incorporate the City's letter, dated May 11 2019, providing construction level recommendations to the landscape working drawings.

Prior to Map Recordation

100. Landscape and irrigation plans for all required facilities shall be submitted for approval. The final design of the parkways, walls, landscaping, and sidewalks shall be included in the plans and shall be subject to approval by the Community Development Director and City Engineer.

GRADING AND DRAINAGE

101. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.

102. The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code.

103. The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.

104. Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.

105. Grading and excavations in the public right of way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.

106. Rough grading plans shall include retaining walls with top of wall and top of footing elevations shown. All footings shall meet minimum Building and Safety Department requirements and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department.

107. The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criterion is exceeded, additional drainage facilities shall be designed and constructed.

108. The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The project shall be designed to detain the 100 year/3 hour storm. Detention facilities shall have a maximum draw down time of 72 hours.

109. Applicant shall submit drainage improvement plans for the proposed subdivision with the accompanying hydrology and hydraulic analysis and shall be designed per the RCFC&WCD Hydrology Manual and the City of Banning flood control standards. Finalized studies shall verify the size of flood control facilities. Drainage facilities shall be in accordance with the approved tentative map and specific plan. Plans shall be submitted to RCFC&WCD and/or the City of Banning for review and approval for facilities that are to be owned and/or maintained by RCFC&WCD.

110. If the site is located in a Flood Area as identified in Flood Insurance Rate Map dated August 28, 2008, the applicant is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

111. The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Prior to issuance of any grading permits, FEMA may require a hydrologic and hydraulic analysis to be submitted and approved that demonstrates that the development will not cause any rise in base flood levels.

112. Impacts to jurisdictional streams, creeks and drainages shall be reviewed and approved by the appropriate regulatory agencies with jurisdiction in this area and will require the appropriate required permits issued.

113. Prior to the issuance of any grading or building permit, the applicant shall install trash filters on newly constructed storm drain systems that are not tributary to any onsite water quality/detention basin in compliance with the Trash Amendment as amended and approved in accordance with California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011.

Prior to Issuance of a Grading Permit

114. A grading permit shall be obtained from the Public Works Department prior to the commencement of any grading work.

115. Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.

116. Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns.

117. Temporary basins shall be constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction.

118. Within park areas or areas accessible to the public, detention/retention basins will be protected from public entry as required.

119. The applicant shall submit a PM10 Management Plan for construction operations to the City Engineer and/or SCAQMD for review and approval.

120. The applicant shall submit a construction haul route plan to the City Engineer for review and approval if dirt will be imported/exported from the project site. Deviation during construction from the approved plan shall constitute a violation of the conditions of the grading permit.

121. A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report.

122. The applicant shall retain a qualified archeologist, paleontologist, and biologist for observation of grading and excavation activities in accordance with the approved mitigation program.

123. The applicant shall prepare a Final Water Quality Management Plan in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. The WQMP shall identify if the project meets the criteria of a Priority Development Project and identify project Site Design BMP's and Treatment Control BMP's as applicable. The WQMP shall be reviewed and approved by the City Engineer.

124. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The

applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):

- Temporary Soil Stabilization (erosion control).
- Temporary Sediment Control.
- Wind Erosion Control.
- Tracking Control.
- Non-Storm Water Management.
- Waste Management and Materials Pollution Control.

All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.

125. Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site. Surrounding streets shall be swept daily and maintained free of dirt and debris.

126. The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land.

127. If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a conditional letter of map revision (CLOMR) shall be processed through FEMA and provided to the City Engineer.

128. Notation shall be placed on all applicable rough grading plan(s) that states "Compliance with Mitigation Measures BIO-1 and BIO-2 is required."

Prior to the Issuance of a Building Permit

129. A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity.

130. The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer.

Prior to Recordation of a Final Map

131. A Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.

132. The applicant shall identify and include in its improvement plans those routine structural and non-structural Best Management Practices (BMP's) as outlined in Supplement A to the Riverside County Drainage Area Management Plans and any attachments or revisions.

Prior to any Certificate of Occupancy (COO)

133. If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a letter of map revision (LOMR) shall be processed through FEMA and provided to the City Engineer prior to occupancy of affected lots.

POTABLE WATER IMPROVEMENTS

134. All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

135. All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.

136. All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.

137. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

138. All water lines and fittings shall be a minimum of 8-inch in diameter and shall be DIP. Water line easements shall be a minimum width of 20 feet if installed outside of right-of-way or public utility easement.

139. Fire hydrants shall be installed within and on the tract boundaries as per approved plans, at a 300-foot maximum spacing.

140. The fire service will require a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department.

141. Detailed water demand calculations shall be submitted to justify meter sizing and to determine annual water demands, both for indoor and outdoor use at community facilities and landscape meters.

142. Submit Water Improvement Plans along with the infrastructure phasing plan to the City Engineer for review and approval. The phasing plan, which shall be supported by a hydraulic analysis, shall identify all required water infrastructure (e.g. water mains, wells, booster stations, pressure reducing stations, reservoirs, etc.) required to meet the demands of this tract map. Design and construct water lines throughout and to property boundaries to tract as needed. The proposed new water lines shall connect to the City's water system as needed.

143. Submit a hydraulic analysis report demonstrating adequate pressures throughout the project's water system during max day demand (MDD) with fire flow conditions. The hydraulic analysis, based on the City's latest calibrated water model, shall identify when and if additional facilities would be required to meet Project water demands.

144. A backflow device must be installed on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications.

145. Sizing and timing of the construction of the water storage tanks shall be identified in the phasing plan as determined by the water system analysis or as agreed to by the Developer and the City of Banning.

146. All water mains shall be looped whenever feasible. Applicant will work with the City Engineer and Water Department on agreeable design to either eliminate or reduce to the greatest extent possible dead-end lines within the subdivision.

Prior to Recordation of a Final Map

147. As required by the City Engineer and prior to recordation of the final tract map, Applicant shall prepare, and the City shall approve a Focused Water Study. The Focused Water Study shall include but not be limited to identifying well production facility locations, treatment requirements, define on/off site transmission facilities, location and volume of system storage, define system points of connection and booster or reducing stations. The report must verify that water pipeline sizes and pressures meet all required water flow rates and identify offsite system improvements and phase in which they shall be constructed.

148. Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. The Applicant is required to design and construct all those water facilities identified in the approved Focused Water Study and in accordance with the phasing plan selected and approved by the City Engineer. All the proposed new waterlines shall connect into the City's water supply and be designed and constructed to City Standards.

Prior to the Issuance of a Building Permit

149. All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases if the construction work is in progress for emergency vehicles.

Prior to any Certificate of Occupancy

150. Prior to occupancy release, an RP backflow device must be installed on all irrigation water connections. The backflow device must be in compliance with the Titles 17 and 22 California Code of Regulations.

NON-POTABLE WATER IMPROVEMENTS

151. All public non-potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

152. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

153. Submit non-potable water Improvement Plans along with a non-potable water Master Plan that includes a written phasing plan to the City Engineer for review and approval. Design and construct non-potable water lines throughout to parks, schools, and other large irrigation areas and to tie-in points at the tract boundary as agreed to in the Development Agreement, Developer, and City of Banning.

154. All non-potable water lines to be constructed within the Public right-of-way shall be a minimum of 8-inches in diameter DIP (Class 350) with restrained joints conforming to DIRPA design guidelines where required. Final sizes shall be approved by the City Engineer based on hydraulic calculations provided by the design engineer. Where non-potable water line

easements are necessary, they shall be a minimum of 20 feet wide if improvements are installed outside of right-of-way or public utility easements. All non-potable water DIP mains shall be protected with purple-colored V-Bio polyethylene encasement.

155. A backflow device must be installed on each irrigation water connection, and in compliance with the State of California Department of Health Regulations. Contact the City of Banning, Water Operations Division, prior to the installation.

156. The non-potable water plans shall include appropriate signage for the irrigation of publicly accessible areas with non-potable water as required by the California Code of Regulations.

Prior to the Recordation of a Final Map

157. As required by the City Engineer and prior to recordation of the final tract map, applicant shall prepare, and City shall approve a supplemental Focused Recycled Water Study (may be combined with the Focused Water Study) to define system components and shall include a phasing plan for all recycled water facilities. Prior to map recordation, recycled water plans shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer. Design and installation of recycled water facilities shall be in accordance with the requirements and specifications of the State Division of Drinking Water, Riverside County Environmental Health, and the City of Banning. If interim use of potable water is required until Recycled water becomes available, a potable-to-non-potable above ground connection shall be designed, with a reduced pressure backflow preventor. The number of potable-to-non-potable connections shall be kept to a minimum and are subject to approval by the State Division of Drinking Water.

158. Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. The Applicant is required to design and construct all those water facilities identified in the approved Focused Water Study and in accordance with the phasing plan selected and approved by the City Engineer. All the proposed new waterlines shall connect into the City's water supply and be designed and constructed to City Standards.

Prior to the Issuance of a Building Permit

159. All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases at the discretion of the City Engineer.

Prior to any Certificate of Occupancy

160. Prior to occupancy release, an RP backflow device must be installed on all irrigation water connections. The backflow device must be in compliance with the Titles 17 and 22 California Code of Regulations.

SEWER IMPROVEMENTS

161. All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

162. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

163. Submit Sewer Improvement Plans along with the infrastructure phasing plan to the City Engineer for review and approval. The phasing plan shall identify all required sewer infrastructure (e.g. sewer mains, lift stations, treatment facilities, manholes, etc.) required to meet the demands of the tract map. A hydraulic analysis will need to be prepared and submitted that demonstrates the maximum discharge that can be accommodated by the existing collections system before a new trunk line is needed. Design and construct sewer lines throughout and to property boundaries of this tract. The proposed new sewer lines shall connect into the City's sewer system.

164. All sewer lines to be constructed within the public right-of-way shall be extra strength Vitrified Clay Pipe (VCP) or Polyvinyl Chloride (PVC) SDR 26 Pipe. All sewer mains shall be minimum of 8 inches in diameter. Any sewer main less than or equal to 15-inches (15") shall be PVC. Any sewer main greater than 15-inches (15") shall be extra strength VCP. Any sewer with more than 15' cover (FG/FS to top of pipe) shall be extra strength VCP. Final sizes shall be approved by the City Engineer based on calculations submitted by the design engineer accounting for ultimate discharge flows for phase and all upstream areas. Sewer line easements shall be a minimum of 20 feet wide if installed outside of right-of-way or public utility easement.

165. Each residential unit shall have its own sewer lateral and shall be PVC SDR 26.

166. A sewer check valve shall be provided for each building with a finish pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.

167. Sewer mains shall maintain a straight alignment from manhole to manhole whenever feasible. Bends in PVC pipe shall not be allowed. The required radius, when necessary, shall be achieved by use of deflection at the joint with VCP pipe, following manufacturer's guidelines.

Prior to Recordation of a Final Map

168. As required by the City Engineer and prior to recordation of the final tract map, the applicant shall submit a redline revised copy of the previously approved Specific Plan Sewer Study with updates to reflect the final built condition through this phase and demonstrate that the current buildout is substantially consistent with the approved sewer study.

169. Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer.

Prior to the Issuance of a Building Permit

170. All required sewer lines and sewer laterals shall be installed and made operable before any building permits are issued. This may be done in phases at the discretion of the City Engineer.

Prior to any Certificate of Occupancy

171. The Wilson Sewer Lift Station shall be constructed and fully operational

Prior to Surety Release

172. The applicant shall inspect with CCTV all new public sewer mains and submit to the City for review and approval prior to surety release and acceptance of sewer improvements.

TRASH/REFUSE/RECYCLING/ORGANICS

173. **Prior to the issuance of a Building Permit:** For any alley loaded and multi-family project, the applicant shall supply a Trash Management Plan indicating where bin placement will occur on the specified trash collection day. Appropriate signage shall be required to restrict parking in trash collection zones on collection day, and the 24-hour period prior to and after collection day.

SOLID WASTE COLLECTION SERVICES

174. Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances.

CONSTRUCTION & DEMOLITION PROJECTS

175. Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2019 California Green Building Standards Code (CALGreen) as described in the Non-Residential (5.408).

176. Applicants are required to use the City's exclusive franchise hauler unless otherwise approved in writing by the Public Works Department.

177. Applicants are encouraged to review the referenced sections in the 2019 California Green Building Standard Code:https://calgreenenergyservices.com/wp/wp-content/uploads/2019_california_green_code.pdf.

178. Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Solid Waste Program Coordinator (SWPC) prior to commencement of construction or demolition. Contact the SWPC at jgrunewald@banningca.gov or 951.922.3193 for further details and to obtain a plan template.

179. Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Solid Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the SWPC at jgrunewald@banningca.gov or 951.922.3193 for further details and to obtain a report form template.

FEES

180. All fees must be paid in full at the thresholds identified below, and as identified in the project Development Agreement.

181. Any development impact fee that is reimbursable per the terms of the Development Agreement must be identified and provided to the City Engineer for concurrence.

182. Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.

183. A fee shall be paid to Riverside County Flood Control and Water Conservation District in the amount specified by them to perform plan checking for drainage purposes for the proposed subdivision.

184. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.

Prior to the Issuance of a Grading Permit

185. Fees for a Grading Permit and related NDPES and Inspection Fees shall be paid prior to the issuance of any Grading Permit.

Prior to the Issuance of an Encroachment Permit

186. Public Works Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.

Prior to Issuance of Certificate of Occupancy

187. Water connection fees and water meter installation charges shall be paid in accordance with the fee schedule in effect at that time and the Development Agreement.

188. Sewer connection fees will be paid prior to permit issuance.

189. Traffic Impact Fees shall be paid prior to occupancy of the first structure in each tract map.

190. A plan storage fee shall be paid for any engineering plans that may be required prior to issuance of certificate of occupancy in accordance with the fee schedule in effect at the time the fee is paid.

Electric Utility:

191. The City of Banning Electric Utility ("Utility") will require adequate easements needed to service the project. An easement area behind sidewalk will be required on Highland Home Rd, Meadowline Way, and Apex St for vaults, conduits, streetlights and pad mounted transformers and switches. Adequate easements will be required to serve all parcels of this project. These easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to include the installation of electric distribution facilities within all common areas.

192. Streetlight infrastructure is to be installed by the developer and are assumed to be publicly owned and maintained by the Utility.

193. Prior to constructing the Utility's electric distribution system, the developer shall submit a detailed engineering plan showing design, location, and schematics for the utility system to be approved by the Utility. It will also be required that the developer follow the Electric Utility Maps & Records requirement (per attachment). This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to service the project. Design conditions and

requirements to serve the project with electricity shall be discussed and reviewed following approval of TTM No. 37388.

194. The Developer shall execute one or more line extension agreements with the Utility providing for the installation, construction, improvement, and dedication of the utility system following approval of tentative tract map.

195. All electric utility equipment will require to have adequate working clearances per local and state requirements, because of this some trees and bushes shown on the landscape plan might be eliminated. This equipment includes substructures, transformers, pad mounted switch gear and meter locations.

Fire Department:

196. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the fire department for review and approval. The water system shall be capable of delivering the required fire flow. Fire hydrant(s) location and spacing shall comply with the fire code. An approved water supply for fire protection during construction shall be made available prior to the arrival of combustible materials on site. Reference 2016 California Fire Code (CFC) 507.5.1, 3312, Appendices B and C.

197. Fire Department Access: Prior to building permit issuance, provide a site plan showing the fire lanes. Access roads shall be provided to within 150 feet to all portions of the exterior building walls and shall have an unobstructed width of not less than 24 feet. The construction of the access roads shall be all weather and capable of sustaining 40,000 lbs. over two axles for areas of residential development and 60,000 lbs. over two axels for commercial developments. Approved vehicle access, either permanent or temporary, shall be provided during construction Ref. CFC 503.1.1, 3310.1 and 503.2.1

198. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1

199. Construction Permits Fire Department Review: Submittal of house construction plans to the Office of the Fire Marshal for development, construction, installation, and operational use permitting will be required. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews these plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code, and related codes, which are in effect at the time of building plan submittal.

200. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction. Ref. CFC 503.1Banning Fire Services – Office of the County Fire Marshal Planning Case Conditions - Page 2 99 E. Ramsey Street • P.O. Box 998 • Banning, CA 92220-0998 • (951) 922-3100 7. Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and approval prior to installation. Ref. CRC 313.2

201. All electronically operated gates shall be provided with Knox key switches and automatic sensors for access. Ref. CFC 506.1

202. Addressing: All residential dwellings shall display street numbers in a prominent location on the street side of the residence. All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

END

Bond No. 30229504
Premium: $3,563 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

ATWELL - PA14-2 TR 37388-7 Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows:

ATWELL - PA14-2 TR 37388-7 Street Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Nine Hundred Sixty-Three Thousand Thirty-One and 37/100 Dollars ($963,031.37), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229504
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

ATWELL - PA14-2 TR 37388-7 Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designatedas "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified follows:

ATWELL - PA14-2 TR 37388-7 Street Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Nine Hundred Sixty-Three Thousand Thirty-One and 37/100 Dollars ($963,031.37), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229505
Premium: $1,359 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

ATWELL - PA14-2 TR 37388-7 Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: ATWELL - PA14-2 TR 37388-7 Water Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Three Hundred Sixty-Seven Thousand One Hundred Seventy-Seven and 69/100 Dollars ($367,177.69), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor, Division President
(Title of officer)

Date: 10.30.24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229505
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

ATWELL - PA14-2 TR 37388-7 Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified follows: ATWELL - PA14-2 TR 37388-7 Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Three Hundred Sixty-Seven Thousand One Hundred Seventy-Seven and 69/100 Dollars ($367,177.69), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229506
Premium: $1,348 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

ATWELL - PA14-2 TR 37388-7 Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows:

ATWELL - PA14-2 TR 37388-7 Sewer Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and
The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Three Hundred Sixty-Four Thousand Four Hundred Twenty-Two and 78/100 Dollars ($364,422.78), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229506
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

ATWELL - PA14-2 TR 37388-7 Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designatedas "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified follows:

ATWELL - PA14-2 TR 37388-7 Sewer Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Three hundred sixty-four thousand four hundred twenty-two dollars and seventy-eight cents. Dollars ($364,422.78), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor, Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229507
Premium: $100 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

ATWELL - PA14-2 TR 37388-7 Monumentation Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows:

ATWELL - PA14-2 TR 37388-7 Monumentation Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum Twenty-Six Thousand Seven Hundred Fourteen and 24/100 Dollars ($26,714.24), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor Division President
(Title of officer)

Date: 10-24-30

ACKNOWLEDGMENT

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State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES FRS01
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
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JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229507
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

ATWELL - PA14-2 TR 37388-7 Monumentation Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified follows:

ATWELL - PA14-2 TR 37388-7 Monumentation Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Twenty-six thousand seven hundred fourteen dollars and twenty-four cents. Dollars ($26,714.24), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 10-30-24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229508
Premium: $2,192 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

ATWELL – PA16A-2 TR 37388-8 Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: ATWELL – PA16A-2 TR 37388-8 Street Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Ninety-Two Thousand Four Hundred Thirty-Six and 45/100 Dollars ($592,436.45), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor, Division President
(Title of officer)

Date: 10·30·24

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

_____
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, [illegible], Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229508
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

ATWELL – PA16A-2 TR 37388-8 Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: ATWELL – PA16A-2 TR 37388-8 Street Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Five Hundred Ninety-Two Thousand Four Hundred Thirty-Six and 45/100 Dollars ($592,436.45), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor, Division President
(Title of officer)

Date: 10.30.24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229509
Premium: $847 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

ATWELL – PA16A-2 TR 37388-8 Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows:

ATWELL – PA16A-2 TR 37388-8 Water Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Twenty-Nine Thousand Three and 05/100 Dollars ($229,003.05), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor Division Pres.dent
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRSO1 EDELMIRA GONZALES FRSO1
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229509
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

ATWELL – PA16A-2 TR 37388-8 Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

ATWELL – PA16A-2 TR 37388-8 Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two Hundred Twenty-Nine Thousand Three and 05/100 Dollars ($229,003.05), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor, Division President
(Title of officer)

Date: 10.30.24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES FRS01
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229510
Premium: $973 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

ATWELL – PA16A-2 TR 37388-8 Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows:

ATWELL – PA16A-2 TR 37388-8 Sewer Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Sixty-Three Thousand Four and 08/100 Dollars ($263,004.08), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES FRS01
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229510
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

ATWELL – PA16A-2 TR 37388-8 Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

ATWELL – PA16A-2 TR 37388-8 Sewer Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two Hundred Sixty-Three Thousand Four and 08/100 Dollars ($263,004.08), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor, Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229511
Premium: $100 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

ATWELL – PA16A-2 TR 37388-8 Monumentation Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows:

ATWELL – PA16A-2 TR 37388-8 Monumentation Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Seventeen Thousand Four Hundred Eleven and 96/100 Dollars ($17,411.96), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor, Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edelmira Gonzales (Seal)

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30229511
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

ATWELL – PA16A-2 TR 37388-8 Monumentation Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

ATWELL – PA16A-2 TR 37388-8 Monumentation Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Seventeen Thousand Four Hundred Eleven and 96/100 Dollars ($17,411.96), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Michael C. Taylor
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C Taylor, Division President
(Title of officer)

Date: 10·30·24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10/30/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES FRS01
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 24, 2024

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 24 2024 before me, Jennifer Ochs, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER OCHS
Notary Public - California
Los Angeles County
Commission # 2358213
My Comm. Expires May 19, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of October, 2024.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-191, Approving the Restatement of the City of Banning Section 125 Cafeteria Plan**

RECOMMENDATION:

Adopt Resolution 2024-191.

BACKGROUND:

Section 125 of the Internal Revenue Code (Code) authorizes employers to offer employees benefits on a pre-tax basis. An employer's benefit plan that offers benefits on a pre-tax basis is referred to as a "Section 125 Plan", "Section 125 Cafeteria Plan", or a "Cafeteria Plan" (due to the fact that the employee can select from among different benefit options, including some pre-tax). Employer's use these plans to provide their employees with a choice between taxable cash and certain qualified benefits without adverse tax consequences. Paying for benefits on a pre-tax basis reduces the employees' taxable income and therefore reduces the employees' tax liability. In order to receive these tax advantages, the plan must comply the rules and regulations of the Internal Revenue Services and the Code, one of which requires a Section 125 Plan must have a written plan document outlining the qualified benefits.

JUSTIFICATION:

The City of Banning has offered its employees pre-tax benefits, including health benefits, for some time and engaged Liebert Cassidy Whitmore, an experienced employment law firm, to draft its restated Section 125 Cafeteria Plan document that describes all cafeteria plan benefits and establishes rules for eligibility and elections. The City must adopt the restated Section 125 Cafeteria Plan document, which requires Council approval, in order to ensure the City continues to maintain the pre-tax benefits for IRS purposes.

Employees participating in a Section 125 Plan must be permitted to choose among at least one taxable benefit and one qualified benefit. The qualified benefits under the City's Section 125 Cafeteria Plan include health insurance benefits (medical, dental and vision insurance), dependent care assistance, health flexible spending account, and group term life insurance coverage. In addition, once an employee makes a Section 125 Cafeteria Plan election, he or she may not change that election until the next plan year, unless the employee experiences a permitted election change event. The next "Plan Year" is effective January 1, 2025, for the calendar year 2025.

Staff recommends the City Council approve and adopt the attached restated Section 125 Cafeteria Plan, and authorize the City Manager, or designee, to execute and administer the Plan and related documents.

FISCAL IMPACT:

The adoption of the proposed resolution and the Plan document does not have an impact on the adopted budget but will ensure the City's continued compliance with Section 125 of the Internal Revenue Code.

ALTERNATIVES:

Do not approve Resolution 2024-191 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-191, Cafeteria Plan.docx
2. City of Banning - Section 125 Cafeteria Plan Document(12531485.1).docx

RESOLUTION 2024-191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE RESTATEMENT OF THE CITY OF BANNING SECTION 125 CAFETERIA PLAN

WHEREAS, Section 125 of the Internal Revenue Code ("Code") and the regulations thereunder permit an eligible employer to implement a Section 125 Plan ("Cafeteria Plan") for the benefit of its eligible employees; and

WHEREAS, a Section 125 Cafeteria Plan is a mechanism through which an employer can offer its employees with certain pre-tax benefits; and

WHEREAS, the City of Banning the City offers its employees pre-tax benefits and desires to restate the City of Banning Section 125 Cafeteria Plan effective January 1, 2025 in order to reflect plan design changes and comply with current legal requirements; and

WHEREAS, the City Council desires to authorize the City Manager, or designee, to execute the proposed plan documents on behalf of the City, along with any future amendments that contain only non-substantive and/or administrative changes to the plan documents; and

WHEREAS, the City Council determines that adoption of this Resolution is in the City's interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby adopts the restated City of Banning Section 125 Cafeteria Plan effective January 1, 2025, for the plan year beginning January 1, 2025.

SECTION 2. The City Council authorizes the City Manager, or designee, to duly execute the Section 125 Cafeteria Plan on behalf of the City, along with any future amendments that contain only non-substantive and or administrative changes to the plan documents.

SECTION 3. This Resolution shall take effect immediately upon adoption.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

_____
Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-191, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

City of Banning

Section 125 Cafeteria Plan
Plan Document

Restated January 1, 2025

CITY OF BANNING SECTION 125 CAFETERIA PLAN

ARTICLE I. Introduction

1.1 Establishment of Plan. City of Banning ("City") hereby establishes the City's Section 125 Cafeteria Plan ("Plan"), restated on January 1, 2025. Capitalized terms shall have the meanings set forth in Article II unless defined elsewhere in the Plan. This Plan designed to permit an Eligible Employee to pay for their share of Contributions under the Medical Insurance Plan, Dental Insurance Plan, Vision Insurance Plan, Health Flexible Spending Account ("FSA"), Dependent Care Assistance Program ("DCAP"), and Life Insurance Plan on a pre-tax Salary Reduction basis.

1.2 Legal Status. This Plan is intended to qualify as a cafeteria plan under Internal Revenue Code § 125 and the regulations issued thereunder and shall be interpreted to accomplish that objective.

The Health FSA Component is intended to qualify as a self-insured medical reimbursement plan under Code §105, and the Medical Care Expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code §105(b). The DCAP Component is intended to qualify as a Dependent Care Assistance Program under Code §129, and the Dependent Care Expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code §129(a).

Although reprinted within this document, the Health FSA Component and the DCAP Component are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code §§105 and 129. The Health FSA Component is also a separate plan for purposes of applicable provisions of HIPAA and COBRA. In the event that the Health FSA Component is determined not to be a separate plan, the Plan shall be designated as a hybrid entity for purposes of HIPAA, such that it shall be a covered entity only with respect to the Health FSA Component. The Medical Insurance Plan, Dental Insurance Plan, and Health FSA are intended to be part of an organized health care arrangement for

purposes of HIPAA.

ARTICLE II. Definitions

2.1 Definitions.

Account(s) means the Health FSA Accounts and the DCAP Accounts described in Section 7.5 for Health FSAs, and Section 9.5 for DCAPs.

Benefits means the Premium Payment Benefits (which includes the Medical Insurance Plan, Dental Insurance Plan, and Vision Insurance Plan), Health FSA Benefits, the DCAP Benefits, and the Life Insurance Plan Benefits that are offered under the Plan and that are paid for or partially paid for on a pre-tax Salary Reduction basis as described in Section 6.1 for Premium Payment Benefits, Section 7.1 for Health FSA Benefits, Section 8.1 for Life Insurance Benefits, and Section 9.1 for DCAP Benefits.

Benefit Package Option means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying health plan (such as an HMO or a PPO option under a health plan). Benefits prohibited under Code §125(f) (such as long-term care insurance and certain Exchange-participating qualified health plans) are not permitted Benefit Package Options.

Change in Status means any of the events described below, as well as any other events included in subsequent changes to Code § 125, or regulations or guidance issued thereunder that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under applicable law and under this Plan:

(a) ***Legal Marital Status***. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;

(b) ***Number of Dependents***. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;

(c) ***Employment Status***. Any of the following events that change the employment status

of the Participant or their Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or their Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan;

(d) ***Dependent Eligibility Requirements***. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, Student status, or any similar circumstance; and

(e) ***Change in Residence***. A change in the place of residence of the Participant or their Spouse or Dependents.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the Internal Revenue Code of 1986, as amended.

Committee means the Benefits Committee appointed by the City.

Compensation means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code §401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

Component(s) means one or more of the following: the DCAP Component, the Health FSA Component, or the Premium Payment Component.

Contribution(s) means the amount contributed to pay for the cost of Benefits (including self-

funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits, Section 7.2 for Health FSA Benefits, Section 8.2 for Life Insurance Benefits, and Section 9.2 for DCAP Benefits.

DCAP means dependent care assistance program.

DCAP Account means the account described in Section 9.5.

DCAP Benefits has the meaning described in Section 9.1.

DCAP Component means the component of this Plan described in Article IX.

Dental Insurance Benefits means the Employee's Dental Insurance Plan coverage for purposes of this Plan.

Dental Insurance Plan means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents who may be eligible under the terms of such plan), providing dental benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

Dependent means: for purposes of health coverage (to the extent funded under the Premium Payment Component), (1) a dependent as defined in Code § 105(b), (2) any child (as defined in Code § 152(f)(1)) of the Participant who has not attained age 26, and (3) any child of the Participant to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year).

Dependent Care Expenses has the meaning described in Section 9.3.

Earned Income shall have the meaning given such term in Code § 129(e)(2).

Election Form/Salary Reduction Agreement means the actual or deemed paper or electronic form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for Benefits. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions.

Eligible Employee means an Employee eligible to participate in this Plan, as provided in Section 3.1.

Eligible Opt Out Arrangement means an Opt Out Arrangement that meets the conditions of Section 6.5.

Employee means an individual that the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or any individual classified by the Employer as an independent contractor for the period during which such individual is so classified (even if subsequently determined by the IRS, the Department of Labor, a court of competent jurisdiction, or the Employer to be a common-law employee of the Employer), whether or not any such individual is on the Employer's W-2 payroll; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation. The term Employee does include former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

Employer means the City of Banning.

Employment Commencement Date means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

FMLA means the Family and Medical Leave Act of 1993, as amended.

General-Purpose Health FSA Option has the meaning described in Section 7.3(b).

Grace Period means the period that begins immediately following the close of a Plan Year and ends on the day that is 2 months plus 15 days following the close of that Plan Year.

Health Flex Contribution means any Employer Contribution that meets the following requirements: (1) the Participant may not opt to receive the amount as a taxable benefit, (2) the Participant may use the amount to pay for minimum essential coverage, and (3) the Participant may use the amount exclusively to pay for medical care, within the meaning of Code § 213. The Health Flex Contribution includes the City's dollar allowance to eligible employee for their use in purchasing the various health insurance benefits offered by the City.

Health FSA means health flexible spending arrangement, which consists of two options: the General-Purpose Health FSA Option and the Limited (Vision/Dental/Preventive Care) Health FSA Option.

Health FSA Account means the account described in Section 7.5.

Health FSA Benefits has the meaning described in Section 7.1.

Health FSA Component means the component of this Plan described in Article VII.

High-Deductible Health Plan means the high-deductible health plan offered by the Employer as a Benefit Package Option under the Medical Insurance Plan that is intended to qualify as a high-deductible health plan under Code §223(c)(2), as described in materials provided separately by the Employer.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

HMO means the health maintenance organization Benefit Package Option (if any) under the Medical Insurance Plan.

Limited (Vision/Dental/Preventive Care) Health FSA Option has the meaning described in Section 7.3(b).

Medical Care Expenses means expenses incurred by a Participant or their Spouse or Dependents for medical care, as defined in Code § 213(d), but only to the extent that the expense has not been reimbursed through insurance or otherwise.

Medical Insurance Benefits means the Employee's Medical Insurance Plan coverage for purposes of this Plan.

Medical Insurance Plan means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents who may be eligible under the terms of such plan), providing major medical-type benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

Non-Health Flex Contribution means an Employer designated Contribution that does not meet the definition of a Health Flex Contribution.

Open Enrollment Period with respect to a Plan Year means a period in September and October in the year preceding the Plan Year as prescribed by the Medical Insurance Plan, a period in September preceding the Plan Year as prescribed by the Dental and Vision Insurance Plans, and/or such other period as may be prescribed by the Administrator.

Participant means a person who is an Eligible Employee and who is participating in Benefits under this Plan in accordance with the provisions of Article III. Participants include (a) those who elect the Benefits and Salary Reductions to pay for such Benefits; and (b) those who

decline to enroll in the Medical Insurance Plan and elect to receive a cash amount under an Opt Out Arrangement or Eligible Opt Out Arrangement.

Period of Coverage means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

Plan means the City's Section 125 Cafeteria Plan as set forth herein and as amended from time to time.

Plan Administrator means the City. The contact person is the Deputy City Manager / Administrative Services Director for the City, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 12.1.

Plan Year for the Medical, Dental, and Vision Insurance Plans means the calendar year (i.e., the 12-month period commencing January 1 and ending on December 31).

PPO means the preferred provider organization Benefit Package Option (if any) under the Medical Insurance Plan.

Premium Payment Component means the component of this Plan described in Article VI.

Prior Plan Year DCAP Amounts has the meaning described in Section 9.4(e).

QMCSO means a qualified medical child support order, as defined in ERISA §609(a).

Qualifying Dependent Care Services has the meaning described in Section 9.3.

Qualifying Individual means (a) a tax dependent of the Participant as defined in Code § 152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code § 152(a)(1); (b) a tax dependent of the Participant as defined in Code § 152, but determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, who is physically or

mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or (c) a Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year. Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code § 21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code § 152(e)) and shall not be treated as a Qualifying Individual with respect to the noncustodial parent.

Salary Reduction means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

Spouse means an individual who is treated as a spouse for federal tax purposes. Notwithstanding the above, for purposes of the DCAP Component, the term Spouse shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who is married to the Participant and files a separate federal income tax return, where (i) the Participant maintains a household that constitutes a Qualifying Individual's principal place of abode for more than one-half of the taxable year, (ii) the Participant furnishes more than half of the cost of maintaining such household, and (iii) during the last 6 months of such taxable year, the individual is not a member of such household.

Student means an individual who, during each of five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly carried on.

Vision Insurance Benefits means the Employee's Vision Insurance Plan coverage for

purposes of this Plan.

Vision Insurance Plan means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents who may be eligible under the terms of such plan), providing vision benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate. Subject to the eligibility requirements under a memorandum of understanding, resolution, or City policy, or contract, if any, an individual is eligible to participate in this Plan if the individual: (a) is an Employee; and (b) is eligible for the Medical Insurance Benefits (whether or not coverage under such plan has been elected) subject to eligibility requirements under a resolution, policy, or contract, if any. Eligibility for the Benefits shall also be subject to the additional requirements, if any, specified in the Medical Insurance, Dental Insurance, Vision Insurance, Health FSA, DCAP, and Life Insurance Plans. Once an Employee has met the Plan's and the Medical Insurance, Dental Insurance, Vision Insurance, Health FSA, DCAP, and Life Insurance Plan's eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, or for any subsequent Plan Year, in accordance with the procedures described in Article IV.

3.2 Termination of Participation. A Participant will cease to be a Participant in this Plan upon the earlier of:

(a) the termination of this Plan; or

(b) the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage

certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits and Section 7.8 for Health FSA Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical, Dental, and Vision Insurance Benefits will terminate as of the date(s) specified in the Medical, Dental, and Vision Insurance Plans. Reimbursements from the Health FSA and DCAP Accounts after termination of participation will be made pursuant to Section 7.8 for Health FSA Benefits and Section 9.8 for DCAP Benefits.

3.3 Participation Following Termination of Employment or Loss of Eligibility. If a Participant terminates their employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical, Dental, and/or Vision Insurance Plan is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including but not limited to a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete any waiting required by the Benefits before again becoming eligible to participate in those Benefits.

3.4 FMLA Leaves of Absence.

(a) ***Health Benefits***. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Medical, Dental, and

Vision Insurance Benefits, and Health FSA Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue their coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require Participants to continue all Medical Insurance Benefits, Dental Insurance Benefits, Vision Insurance Benefits, and Health FSA Benefits coverage while they are on paid leave, provided that Participants on non-FMLA paid leave are required to continue such coverage. If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue their Medical Insurance Benefits, Dental Insurance Benefits, Vision Insurance Benefits, and Health FSA Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay their share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the

leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Medical Insurance, Dental Insurance, Vision Insurance, and/or Health FSA Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions for such Benefit(s) until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Medical Insurance Benefits, Dental Insurance Benefits, Vision Insurance Benefits, or Health FSA Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits, Dental Insurance Benefits, Vision Insurance Benefits, or Health FSA Benefits as applicable, upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA.

In addition, the Plan may require Participants whose Medical Insurance Benefits, Dental Insurance Benefits, Vision Insurance Benefits, or Health FSA Benefits coverage terminated during the leave to be reinstated in such coverage upon return from unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage. Notwithstanding the preceding sentence, with regard to Health FSA Benefits a Participant whose coverage ceased will be permitted to elect whether to be reinstated in the Health FSA Benefits at the same coverage level as was in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or at a coverage level that is reduced pro rata for the period of FMLA leave during which the Participant did not pay Contributions. If a Participant elects a coverage level that is reduced pro rata for the period of FMLA leave,

then the amount withheld from a Participant's Compensation on a per-pay-period basis for the purpose of paying for reinstated Health FSA Benefits will be equal to the amount withheld prior to the period of FMLA leave.

(b) ***Non-Health Benefits***. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits (such as DCAP Benefits) is to be determined by the Employer's policy for providing such Benefits when Participants are on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant, or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence. If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 11.3(d) will apply.

ARTICLE IV. Method and Timing of Elections

4.1 Elections When First Eligible. An Employee who first becomes eligible to participate in the Plan mid-Plan Year ("midyear") may elect to commence participation in one or more Benefits on the first day of the month after the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the first day of the month in which participation will commence. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a midyear election change, as

described under Section 11.3. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in the Medical, Dental, and/or Vision Insurance Plans.

4.2 Elections During Open Enrollment Period. During each Open Enrollment Period with respect to a Plan Year, the Plan Administrator shall provide a paper or electronic Election Form/Salary Reduction Agreement to each Eligible Employee. The Eligible Employee may elect to participate in the Benefits of this Plan for the next Plan Year and authorize the necessary Salary Reductions to pay for the Benefits elected by completing the Election Form/Salary Reduction Agreement. The Election Form/Salary Reduction Agreement must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period, and it shall become effective on the first day of the next Plan Year.

4.3 Failure of Eligible Employee to File an Election Form/Salary Reduction Agreement. If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the time period described in Sections 4.1 and 4.2, then the Employee may not elect any Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a midyear election change, as described under Section 11.3 or 11.4.

If an Employee who fails to file an Election Form/Salary Reduction Agreement is eligible for Medical Insurance Benefits and has made an effective election for such Benefits outside of Open Enrollment and does not have an event that would justify a midyear election change, then the Employee's share of the Contributions for such Benefits will be paid with after-tax dollars outside of this Plan until such time as the Employee files, during a subsequent Open Enrollment Period (or after an event occurs that would justify a midyear election change as described under Section 11.3), a timely Election Form/Salary Reduction Agreement to elect Benefits. Until the Employee files such an election, the Employer's portion of the Contribution will also be paid outside of this Plan.

4.4 Irrevocability of Elections. Unless an exception applies (as described in Article XI), a

Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered. When first eligible or during the Open Enrollment Period as described under Article IV, Eligible Employees will be given the opportunity to elect one of more of the following Benefits:

(a) Premium Payment Benefits, as described in Article VI;

(b) Health FSA Benefits, as described in Article VII.

(c) Life Insurance Benefits, as described in Article VIII; and

(d) DCAP Benefits, as described in Article IX.

In no event shall Benefits under the Plan be provided in the form of deferred compensation. Notwithstanding the foregoing, Health FSA carryovers may be permitted as provided in Article VII and under any applicable memorandum of understanding, resolution, policy, or contract. In addition, amounts remaining in a Participant's DCAP Account at the end of a Plan Year may be used to reimburse the Participant for Dependent Care Expenses that are incurred during the Grace Period immediately following the close of that Plan Year as provided in Article IX. No Grace Period is available for Health FSA Benefits.

5.2 Employer and Participant Contributions

(a) ***Employer Contributions***. For Participants who elect Medical, Dental, Vision, Health FSA, DCAP or Life Insurance Benefits, the Employer may contribute a portion of the Contributions as provided in the Open Enrollment materials furnished to Employees, the Election Form/Salary Reduction Agreement, and/or any applicable memorandum of understanding, resolution, policy, or contract. The Employer may also designate a Health Flex Contribution that a Participant may allocate to the Medical, Dental, and/or Vision Insurance Plans, as provided by any applicable memorandum of understanding,

resolution, policy, or contract related to this Plan. The Employer may also designate a non-health flex contribution, flex dollars, or any other named employer contribution amount as permitted by an Employer policy, memorandum of understanding, resolution, or other contract.

(b) ***Participant Contributions***. Participants who elect Benefits may pay for the cost of coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement. Participants who elect Health FSA Benefits or DCAP Benefits must pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

(a) ***Salary Reductions per Pay Period***. The Salary Reduction for a pay period for a Participant is, for the Benefits elected, an amount equal to (1) the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits, Section 7.2 for Health FSA Benefits, Section 8.2 for Life Insurance Benefits, and Section 10.2 for DCAP Benefits, as applicable), divided by the number of pay periods in the Period of Coverage; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator. If a Participant increases his or her election under the Health FSA Component, Life Insurance, or DCAP Component to the extent permitted under Section 11.3, the Salary Reductions per pay period will be, for the Benefits affected, an amount equal to (1) the new reimbursement limit elected pursuant to Section 11.3, less the Salary Reductions made prior to such election change, divided by the number of pay periods in the balance of the Period of Coverage commencing with the election change; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage of reducible Compensation, amounts withheld and the benefits to which Salary Reductions are

applied may fluctuate).

(b) ***Considered Employer Contributions for Certain Purposes***. Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Benefits, and, for the purposes of this Plan and the Code, are considered to be Employer contributions.

(c) ***Salary Reduction Balance Upon Termination of Coverage***. If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

5.4 Funding This Plan. All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Benefits are paid as provided in the applicable Medical, Dental, or Vision Insurance Plan. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

ARTICLE VI. Premium Payment Component

6.1 Benefits. The Premium Payment Component offers benefits under the Medical, Dental, and Vision Insurance Plans. Notwithstanding any other provision in this Plan, the Medical, Dental, and Vision Insurance Benefits are subject to the terms and conditions of the Medical, Dental, and Vision Insurance Plans, and no changes can be made with respect to such Benefits under this Plan (such as midyear changes in election) if such changes are not permitted under the applicable Medical, Dental, and Vision Insurance Plans. An Eligible Employee can elect Benefits by electing to pay for their share of the Contributions for the Benefits on a pre-tax

Salary Reduction basis; or elect no Benefits.

6.2 Contributions for Cost of Coverage. The annual Employer Contribution for a Participant's Benefits is equal to the amount as set by the Employer, as described in a memorandum of understanding, resolution, policy, contract, or other applicable document, which may or may not be the same amount charged by the Medical, Dental, or Vision Insurance Plan or insurance carrier. The Employer may also designate Health Flex Contributions that a Participant may allocate to Medical, Dental, and Vision Insurance Benefits. Participants who elect benefits under the Medical Insurance Plan and/or the Group Term Life Insurance Plan and contribute to the cost of coverage, pay for the cost of that coverage on a pre-tax Salary Reduction basis up to any applicable limitations by completing an Election Form/Salary Reduction Agreement.

6.3 Benefits Provided Under the Medical, Dental, and Vision Insurance Plans. The types and amounts of Medical, Dental, and Vision Insurance Benefits, the requirements for participating in the Medical, Dental, and Vision Insurance Plans, and the other terms and conditions of coverage, benefits, and claims of the Medical, Dental, and Vision Insurance Plans are set forth in the Medical, Dental, and Vision Insurance Plans, not this Plan.

6.4 Opt Out Arrangement. The Employer may establish an Opt Out Arrangement for Eligible Employees who decline to enroll in the Medical Insurance Plan in an applicable memorandum of understanding, resolution, policy, or contract. If an Opt Out Arrangement is established, the Eligible Employee may elect to take a taxable cash amount (otherwise known as cash in lieu) established by the Employer in lieu of enrolling in the Medical Insurance Plan subject to any requirements or conditions set forth in an applicable memorandum of understanding, resolution, policy, or contract.

6.5 Eligible Opt Out Arrangement. The Employer may establish an Eligible Opt Out Arrangement under this Plan or in an applicable memorandum of understanding, resolution, policy, or contract as a condition to a Participant receiving a taxable cash amount (cash in lieu) established by the Employer in lieu of enrolling in the Medical Insurance Plan. The conditions

that must be satisfied for an Eligible Opt Out Arrangement are as follows:

(a) The Participant and the Participant's Tax Family must have (or will have) minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California);

(b) A Tax Family means all individuals for whom the Participant reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the Participant's Plan Year to which the opt-out arrangement applies;

(c) The Participant must provide reasonable evidence of the MEC for the Participant and their Tax Family for the applicable period. Reasonable evidence may include an attestation by the Participant;

(d) The Participant must provide the evidence/attestation every Plan Year;

(e) The Participant must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. Open Enrollment). The evidence/attestation may also be provided within a reasonable time after the Plan Year starts; and

(f) The cash in lieu payment cannot be made (and the Employer must not in fact make payment) if the Employer knows or has reason to know that the Participant or Tax Family member does not have the alternative coverage.

6.6 Medical Insurance Benefits; COBRA Contributions. Contributions for COBRA coverage for Medical Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction of hours or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For individuals who cease to be eligible because of retirement, termination of employment, or layoff, Contributions for COBRA coverage for Medical Insurance Benefits shall be paid on an after-tax basis (unless otherwise permitted by the Plan Administrator on a uniform and consistent basis). Contributions for COBRA coverage may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year.

ARTICLE VII. Health FSA Component

7.1 Health FSA Benefits. An Eligible Employee can elect to participate in the Health FSA Component by electing (a) to receive benefits in the form of reimbursements for Medical Care Expenses under one of the Health FSA coverage options described in Section 7.3(b) (Health FSA Benefits); and (b) to pay the Contribution for such Health FSA Benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Article XI), any such election is irrevocable for the duration of the Period of Coverage to which it relates. Notwithstanding any other provision of this Plan, an Eligible Employee shall not be eligible for the Health FSA Component unless he or she is also eligible for the Medical Insurance Plan.

7.2 Contributions for Cost of Coverage of Health FSA Benefits. A Participant may direct Health Flex Contributions or non-Health Flex Contributions (if applicable) to Health FSA Benefits as provided by an Employer policy, memorandum of understanding, resolution, or other contract related to this Plan, subject to the limitations in Section 5.2(a). The annual Contribution for a Participant's Health FSA Benefits is equal to the annual benefit amount elected by the Participant, subject to the dollar limits set forth in Section 7.4(b).

7.3 Eligible Medical Care Expenses for Health FSA. Under the Health FSA Component, a Participant may receive reimbursement for certain Medical Care Expenses incurred during the Period of Coverage for which a current election is in force, or for which Health FSA Benefits are otherwise available as a result of a carryover as provided in Section 7.4.

(a) ***Incurred***. A Medical Care Expense is generally considered to be incurred at the time the medical care or service giving rise to the expense is furnished and not when the Participant is formally billed for, is charged for, or pays for the medical care. Certain limited exceptions may apply (e.g., for orthodontia expenses pursuant to an approved payment plan).

(b) ***Medical Care Expenses***. "Medical Care Expenses" will vary depending on which Health FSA coverage option the Participant has elected. ***General-Purpose Health FSA***

Option. For purposes of this Option, Medical Care Expenses means expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code §213(d) (including expenses for menstrual care products as defined in Code §223(d)(2)(D)), but only to the extent that the expense has not been reimbursed through insurance or otherwise. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical or Dental Insurance Plan imposes copayment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Medical Care Expense if it otherwise meets the requirements of this Article VII. Notwithstanding the foregoing, the term Medical Care Expenses does not include:

(1) premium payments for other health coverage, including but not limited to health insurance premiums for any other plan (whether or not sponsored by the Employer);

(2) cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease (for this purpose, "cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease);

(3) any expense that is not legally provided under applicable state or federal law; or

(4) any other expense excluded under Appendix B or otherwise under the terms of this Plan.

The Plan Administrator may promulgate procedures regarding the eligibility of various expenses for reimbursement as Medical Care Expenses and may limit reimbursement of expenses described in such procedures.

7.4 Maximum and Minimum Benefits for Health FSA.

(a) ***Maximum Reimbursement Available; Uniform Coverage***. The maximum dollar amount elected by the Participant for reimbursement of Medical Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage and increased by any carryovers as provided in subsection (f) below) shall be available at all times during the Period of Coverage, regardless of the actual amounts credited to the Participant's Health FSA Account pursuant to Section 7.5. Notwithstanding the foregoing, no reimbursements will be available for Medical Care Expenses incurred after participation in this Plan has terminated, unless the Participant has elected COBRA as provided in Section 7.8. Payment shall be made to the Participant in cash as reimbursement for Medical Care Expenses incurred during the Period of Coverage for which the Participant's election is effective (or for which carryovers are available as provided in subsection (f) below), provided that the other requirements of this Article VII have been satisfied.

(b) ***Maximum and Minimum Dollar Limits***. The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be $3,200 in 2024 (and as adjusted from time to time pursuant to Code §125(i)), subject to Sections 7.4(c) and 7.5(c). The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be the amount established by the Plan Administrator. Reimbursements due for Medical Care Expenses incurred by the Participant's Spouse or Dependents shall be charged against the Participant's Health FSA Account.

(c) ***Changes; No Proration***. For Plan Years beginning after 2024, the maximum and minimum dollar limit may be changed by the Plan Administrator through an applicable memorandum of understanding, resolution, policy, or contract and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document, provided that the maximum dollar limit shall not exceed the maximum

amount permitted under Code §125(i). If a Participant enters the Health FSA Component midyear or wishes to increase his or her election midyear as permitted under Section 11.3, then there will be no proration rule-i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage to the maximum dollar limit, as applicable. Notwithstanding the foregoing, the Plan Administrator may limit the elections of a Participant who is terminated and rehired during the same Plan Year to the extent necessary to comply with the requirements of Code §125(i).

(d) ***Effect on Maximum Benefits If Election Change Permitted***. Any change in an election under Article XI (other than under Section 11.3(c) for FMLA leave) that increases contributions to the Health FSA Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions (if any) made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the Health FSA Account, reduced by (3) all reimbursements made during the entire Period of Coverage. Any change in an election under Section 11.3(c) for FMLA leave will change the maximum reimbursement benefits in accordance with the regulations governing the effect of the FMLA on the operation of cafeteria plans.

(e) ***Reserved.***

(f) ***Carryovers***. Notwithstanding any other provision of the Plan to the contrary, unused amounts of up to $640 for 2024 (and as adjusted from time to time based on 20% of maximum amount under Code §125(i), as described in Section 7.4(f)(1) below) remaining in a Participant's Health FSA Account at the end of a Plan Year can be carried over and used to reimburse the Participant for Medical Care Expenses that are incurred during the next Plan Year, subject to the following conditions:

(1) For Plan Years beginning after 2024, the maximum carryover amount may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document, provided that the maximum carryover amount shall not exceed 20% of the maximum amount permitted under Code §125(i). Carryover amounts may not be cashed out or converted to any other taxable or nontaxable benefit, and will not count toward the maximum dollar limit under subsections (b) and (c) above.

(2) A Participant who is otherwise eligible for the Health FSA for a Plan Year but does not make a Health FSA election for that Plan Year may use any carryovers from the preceding Plan Year for Medical Care Expenses incurred in the current or preceding Plan Year (as further provided herein). However, an Employee or other individual must be a participant in the Health FSA as of the last day of a Plan Year in order to carry over unused amounts to the next Plan Year. Termination of employment and cessation of eligibility will result in a loss of carryover eligibility unless a COBRA election is made (see Section 7.8).

(3) Medical Care Expenses incurred during a Plan Year will be reimbursed first from a Participant's unused amounts credited for that Plan Year and then from amounts carried over from the preceding Plan Year. Carryovers that are used to reimburse a current Plan Year expense will reduce the amount available to pay the Participant's preceding Plan Year expenses, cannot exceed the maximum carryover amount, and will count against the maximum carryover amount.

(4) If unused Health FSA Amounts remain for a Plan Year after all reimbursements have been made for that Plan Year in excess of the amount that can be carried over under this subsection (f), the Participant will forfeit all rights with respect to those amounts, which will be subject to the Plan's provisions regarding forfeitures in Section 7.6(b).

7.5 Establishment of Health FSA Account. The Plan Administrator will establish and

maintain a Health FSA Account with respect to each Participant for each Plan Year or other Period of Coverage for which the Participant elects to participate in the Health FSA Component, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Section 7.6.

(a) ***Crediting of Accounts***. A Participant's Health FSA Account for a Plan Year or other Period of Coverage will be credited periodically during such period with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account, as well as any carryovers as provided in Section 7.4.

(b) ***Debiting of Accounts***. A Participant's Health FSA Account for a Plan Year or other Period of Coverage will be debited for any reimbursement of Medical Care Expenses incurred during such period.

(c) ***Available Amount Not Based on Credited Amount.*** As described in Section 7.4, the amount available for reimbursement of Medical Care Expenses is the Participant's annual benefit amount, reduced by prior reimbursements for Medical Care Expenses incurred during the Plan Year or other Period of Coverage and increased by any carryovers, if applicable; it is not based on the amount credited to the Health FSA Account at a particular point in time except as provided in Section 7.4(f). Thus, a Participant's Health FSA Account may have a negative balance during a Plan Year or other Period of Coverage, but the aggregate amount of reimbursement shall in no event exceed the maximum dollar amount elected by the Participant under this Plan.

7.6 Forfeiture of Health FSA Accounts; Use-or-Lose Rule.

(a) ***Use-or-Lose Rule***. Except as otherwise provided in Section 7.4(f) (regarding carryovers), if any balance remains in the Participant's Health FSA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Medical Care

Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance.

(b) ***Use of Forfeitures.*** All forfeitures under this Plan shall be used as follows: first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing Health FSA Benefits) with respect to all Participants in excess of the Contributions paid by such Participants through Salary Reductions; second, to reduce the cost of administering the Health FSA Component during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any Health FSA Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Medical Care Expense was incurred shall be forfeited and applied as described above.

7.7 Reimbursement Claims Procedure for Health FSA.

(a) ***Timing***. Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.

(b) ***Claims Substantiation***. A Participant who has elected to receive Health FSA Benefits for a Period of Coverage may apply for reimbursement by submitting a request in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no

later than the April 30 following the close of the Plan Year in which the Medical Care Expense was incurred (except that for a Participant who ceases to be eligible to participate, this must be done no later than 90 days after the date that eligibility ceases, as described in Section 7.8) setting forth:

- the person(s) on whose behalf Medical Care Expenses have been incurred;
- the nature and date of the Medical Care Expenses so incurred;
  the amount of the requested reimbursement;
- a statement that such Medical Care Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source; and
- other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a statement from a medical practitioner that the expense is to treat a specific medical condition, documentation that a medicine or drug was prescribed, or a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Medical Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Participant's Health FSA Account for a Plan Year or other Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least the minimum amount (if any) established by the Plan Administrator. If the Health FSA is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), the Participant will be required to comply with substantiation procedures established by the Plan Administrator in accordance with Section 7.11 and applicable IRS guidance regarding electronic payment card programs.

(c) ***Claims Denied***. For reimbursement claims that are denied, see the appeals procedure in Article XII.

(d) ***Claims Ordering; No Reprocessing***. All claims for reimbursement under the Health FSA Component will be paid in the order in which they are approved. Once paid, a claim will not be reprocessed or otherwise recharacterized solely for the purpose of paying it (or treating it as paid) from amounts attributable to a different Plan Year or Period of Coverage.

7.8 Reimbursements From Health FSA After Termination of Participation; COBRA. When a Participant ceases to be a Participant under Section 3.2, the Participant's Salary Reductions and election to participate will terminate. Except as otherwise provided in this Section 7.8, the Participant will not be able to receive reimbursements for Medical Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible. However, such Participant (or the Participant's estate) may claim reimbursement for any Medical Care Expenses incurred during the Period of Coverage prior to the date that the Participant ceases to be eligible, provided that the Participant (or the Participant's estate) files a claim within 90 days after the date that the Participant ceases to be a Participant.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health FSA Component because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA) shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health FSA Component the day before the qualifying event for the periods prescribed by COBRA. Specifically, such individuals will be eligible for COBRA continuation coverage only if, under Section 7.5, they have a positive Health FSA Account balance at the time of a COBRA qualifying event (taking into account all claims submitted before the date of the qualifying event). Such individuals will be notified if they are eligible for COBRA continuation coverage. If COBRA is elected, it will be available only for the remainder of the Plan Year in which the qualifying event occurs; such COBRA coverage for the Health FSA Component will cease at the end of the Plan Year and

cannot be continued for the next Plan Year, except that qualified beneficiaries who continue coverage through the end of the Plan Year may carry over up to the maximum carryover amount of unused Health FSA amounts remaining at the end of such Plan Year in accordance with the Plan's provisions regarding Health FSA carryovers (see Section 7.4). Such continuation coverage shall be subject to all conditions and limitations under COBRA, except that it shall not be terminated early for after-acquired group health coverage or Medicare entitlement.

Contributions for coverage for Health FSA Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction of hours or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health FSA Benefits shall be paid on an after-tax basis (unless permitted otherwise by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

7.9 Electronic Payment Cards. If the Employer allows the Health FSA to be accessed by an electronic payment card (e.g., debit card, credit card, or similar arrangement), Participants will be required to comply with substantiation procedures and all other provisions established by the Plan Administrator in accordance with applicable IRS guidance regarding electronic payment card programs.

ARTICLE VIII. Life Insurance

8.1 Benefits. An Eligible Employee can elect to participate in Life Insurance Plans. Notwithstanding any other provision in this Plan, the Life Insurance Benefits are subject to the terms and conditions of the Life Insurance Plans, and no changes can be made with respect to

such Life Insurance Benefits under this Plan (such as midyear changes in election) if such changes are not permitted under the Life Insurance Plans. An Eligible Employee can elect Life Insurance Benefits by electing to pay for their share of the Contributions for the Life Insurance Benefits on a pre-tax Salary Reduction up to a maximum described in Section 8.4; or elect no Benefits.

8.2 Contributions for Cost of Coverage. The annual Employer Contribution for a Participant's Life Insurance Benefits is equal to the amount as set by the Employer, as described in an applicable memorandum of understanding, resolution, policy, contract, or other document, which may or may not be the same amount charged by the Life Insurance Plan or insurance carrier.

8.3 Benefits Provided Under the Life Insurance Plans. The types and amounts of Life Insurance Benefits, the requirements for participating in the Life Insurance Plans, and the other terms and conditions of coverage, benefits, and claims of the Life Insurance Plans are set forth in the Life Insurance Plans, not this Plan.

8.4 Maximum Excludable Amounts. Pursuant to section 79 of the Internal Revenue Code, the employer-paid premium cost of a group-term life insurance policy on the life of the employee shall be included as taxable gross income, but only to the extent that such cost exceeds the sum of:

(1) the cost of $50,000 of such insurance, and

(2) the amount (if any) paid by the employee toward the purchase of such insurance.

The cost of the employer-paid premiums paid by the employer on the first $50,000 of group-term life insurance through a nondiscriminatory plan may be excluded from the employee's income. A taxable fringe benefit arises if coverage exceeds $50,000 and the policy is considered carried directly or indirectly by the employer. A policy is considered carried directly or indirectly by the employer if:

(1) The employer pays any cost of the life insurance, or

(2) The employer arranges for the premium payments and the premiums paid by at least one employee subsidize those paid by at least one other employee (the "straddle" rule).

The determination of whether the premium charges straddle the costs is based on the IRS Premium Table rates, not the actual cost.

"Group-term life insurance" has the meaning defined in section 1.79-1, title 26 of the Code of Federal Regulations. Other forms of life insurance that are not group-term life insurance, such as voluntary permanent life insurance, are not excludable from tax.

The cost of employer-paid premiums for group-term life insurance on the life of an employee's spouse or dependent is not taxable to the employee if the face amount of the coverage does not exceed $2,000. This coverage is excluded as a de minimis fringe benefit.

ARTICLE IX. DCAP Component

9.1 DCAP Benefits. An Eligible Employee can elect to participate in the DCAP Component by electing to receive benefits in the form of reimbursements for Dependent Care Expenses and to pay the Contribution for such benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Article XI), such election of DCAP Benefits is irrevocable for the duration of the Period of Coverage to which it relates.

9.2 Contributions for Cost of Coverage for DCAP Benefits. The annual Contribution for a Participant's DCAP Benefits is equal to the annual benefit amount elected by the Participant, subject to the dollar limits set forth in Section 9.4(b). (For example, if the maximum $5,000 annual benefit amount is elected, then the annual Contribution amount is also $5,000.)

9.3 Eligible Dependent Care Expenses. Under the DCAP Component, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which an election is in force. In addition, certain individuals may receive reimbursement for

Dependent Care Expenses incurred during the Grace Period immediately following the close of a Plan Year from amounts remaining in their DCAP Accounts for that Plan Year in accordance with Section 9.4(e).

(a) ***Incurred***. A Dependent Care Expense is incurred at the time the Qualifying Dependent Care Services giving rise to the expense is furnished, not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services (e.g., services rendered for the month of June are not fully incurred until June 30 and cannot be reimbursed in full until then).

(b) ***Dependent Care Expenses***. "Dependent Care Expenses" are expenses that are considered to be employment-related expenses under Code §21(b)(2) (relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse, if any, and expenses for incidental household services), if paid for by the Eligible Employee to obtain Qualifying Dependent Care Services-provided, however, that this term shall not include any expenses for which the Participant or other person incurring the expense is reimbursed for the expense through insurance or any other plan. If only a portion of a Dependent Care Expense has been reimbursed elsewhere (e.g., because the Spouse's DCAP imposes maximum benefit limitations), the DCAP can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Article IX.

(c) ***Qualifying Dependent Care Services***. "Qualifying Dependent Care Services" means services that: (1) relate to the care of a Qualifying Individual that enable the Participant and his or her Spouse to remain gainfully employed after the date of participation in the DCAP Component and during the Period of Coverage; and (2) are performed-

- in the Participant's home; or
- outside the Participant's home for (1) the care of a Participant's qualifying child who is under age 13; or (2) the care of any other Qualifying Individual who regularly spends at least eight hours per day in the Participant's household. In addition, if the

expenses are incurred for services provided by a dependent care center (i.e., a facility (including a day camp) that provides care for more than six individuals (other than individuals residing at the facility) on a regular basis and receives a fee, payment, or grant for such services), then the center must comply with all applicable state and local laws and regulations.

(d) ***Exclusion***. Dependent Care Expenses do not include amounts paid to:

- an individual whom a Participant or his or her Spouse can claim as a dependent for federal income tax purposes;
- a Participant's Spouse;
- a Participant's child (as defined in Code §152(f)(1)) who is under 19 years of age at the end of the year in which the expenses were incurred; or
- a parent of a Participant's under age 13 qualifying child as defined in Code §152(a)(1) (e.g., a former spouse who is the child's noncustodial parent).

9.4 Maximum and Minimum Benefits for DCAP.

(a) ***Maximum Reimbursement Available***. The maximum dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage) shall only be available during the Period of Coverage to the extent of the actual amounts credited to the Participant's DCAP Account pursuant to Section 9.5. (No reimbursement will be made to the extent that such reimbursement would exceed the balance in the Participant's Account (that is, the year-to-date amount that has been withheld from the Participant's Compensation for reimbursement for Dependent Care Expenses for the Period of Coverage, less any prior reimbursements).) Payment shall be made to the Participant in cash as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective (or during a Grace Period, if applicable under Section 9.4(e)), provided that the other requirements of this Article IX have been satisfied.

(b) ***Maximum and Minimum Dollar Limits***. The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be $5,000 or, if lower, the maximum amount that the Participant has reason to believe will be excludable from his or her income at the time the election is made as a result of the applicable statutory limit for the Participant. The applicable statutory limit for a Participant is the smallest of the following amounts:

- the Participant's Earned Income for the calendar year;
- the Earned Income of the Participant's Spouse for the calendar year (for this purpose, a Spouse will be deemed to have earned income of at least $250 ($500 if the Participant has two or more Qualifying Individuals) for each month in which the Spouse is either (1) physically or mentally incapable of self-care (provided that the Spouse must have the same principal place of abode as the Participant for more than one-half of such year), or (2) a Student); or
- either $5,000 or $2,500 for the calendar year, as applicable:

  (1) $5,000 for the calendar year if one of the following applies:

  - the Participant is married and files a joint federal income tax return;

  - the Participant is married, files a separate federal income tax return, and meets the following conditions: (1) the Participant maintains as his or her home a household that constitutes (for more than half of the taxable year) the principal abode of a Qualifying Individual (i.e., the Dependent for whom the Participant is eligible to receive reimbursements under the DCAP); (2) the Participant furnishes over half of the cost of maintaining such household during the taxable year; and (3) during the last six months of the taxable year, the Participant's Spouse is not a member of such household; or

  - the Participant is single or is the head of the household for federal income tax purposes; or

(2) $2,500 for the calendar year if the Participant is married and files a separate federal income tax return under circumstances other than those described above.

The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be the minimum amount (if any) established by the Plan Administrator.

(c) ***Changes; No Proration***. For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document. If a Participant enters the DCAP Component midyear or wishes to increase his or her election midyear as permitted under Section 11.3, then there will be no proration rule-i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage up to the maximum dollar limit, as applicable.

(d) ***Effect on Maximum Benefits If Election Change Permitted***. Any change in an election under Article XI affecting annual contributions to the DCAP Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage (commencing with the election change), as further limited by Sections 9.4(a) and (b). Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions, if any, made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the DCAP Account, reduced by (3) reimbursements during the Period of Coverage.

(e) ***Grace Periods; Special Rules for Claims Incurred During a Grace Period***. Notwithstanding any contrary provision in this Plan and subject to the conditions of Sections 9.4(b), an individual may be reimbursed for Dependent Care Expenses incurred during a Grace Period from amounts remaining in his or her DCAP Account at the end of the Plan Year to which that Grace Period relates ("Prior Plan Year DCAP Amounts") if

he or she Is a Participant in the Plan with DCAP coverage that is in effect on the last day of that Plan Year.

- Prior Plan Year DCAP Amounts may not be cashed out or converted to any other taxable or nontaxable benefit. For example, Prior Plan Year DCAP Amounts may not be used to reimburse Medical Care Expenses.
- Dependent Care Expenses incurred during a Grace Period and approved for reimbursement in accordance with Section 9.7 will be reimbursed first from any available Prior Plan Year DCAP Amounts and then from any amounts that are available to reimburse expenses that are incurred during the current Plan Year. An individual's Prior Plan Year DCAP Amounts will be debited for any reimbursement of Dependent Care Expenses incurred during the Grace Period that is made from such Prior Plan Year DCAP Amounts.
- Claims for reimbursement of Dependent Care Expenses incurred during a Grace Period must be submitted no later than the April 30 following the close of the Plan Year to which the Grace Period relates in order to be reimbursed from Prior Plan Year DCAP Amounts. Any Prior Plan Year DCAP Amounts that remain after all reimbursements have been made for the Plan Year and its related Grace Period shall not be carried over to reimburse the Participant for expenses incurred in any subsequent period. The Participant will forfeit all rights with respect to these amounts, which will be subject to the Plan's provisions regarding forfeitures in Section 9.6.

9.5 Establishment of DCAP Account. The Plan Administrator will establish and maintain a DCAP Account with respect to each Participant who has elected to participate in the DCAP Component, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Section 9.6.

(a) ***Crediting of Accounts***. A Participant's DCAP Account will be credited periodically

during each Period of Coverage with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account.

(b) ***Debiting of Accounts***. A Participant's DCAP Account will be debited during each Period of Coverage for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage (or for reimbursement of Dependent Care Expenses incurred during any Grace Period to which he or she is entitled as provided in Section 9.4(e)).

(c) ***Available Amount Is Based on Credited Amount***. As described in Section 9.4, the amount available for reimbursement of Dependent Care Expenses may not exceed the year-to-date amount credited to the Participant's DCAP Account, less any prior reimbursements for Dependent Care Expenses incurred during the Plan Year (or during the Grace Period, if applicable)-i.e., it is based on the amount credited to the DCAP Account at a particular point in time. Thus, a Participant's DCAP Account may not have a negative balance.

9.6 Forfeiture of DCAP Accounts; Use-It-or-Lose-It Rule. Except as otherwise provided in Section 9.4(e) (regarding certain individuals who may be reimbursed from Prior Plan Year DCAP Amounts for expenses incurred during a Grace Period), if any balance remains in the Participant's DCAP Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance. All forfeitures under this Plan shall be used as follows: first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing DCAP Benefits) with respect to all Participants in excess of the Contributions paid by such Participants through Salary Reductions; second, to reduce the cost of administering the DCAP during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion the Plan Administrator deems appropriate, consistent with

applicable regulations. In addition, any DCAP Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Dependent Care Expense was incurred shall be forfeited and applied as described above.

9.7 Reimbursement Claims Procedure for DCAP.

(a) ***Timing***. Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Dependent Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.

(b) ***Claims Substantiation***. A Participant who has elected to receive DCAP Benefits for a Period of Coverage may apply for reimbursement by submitting a request for reimbursement in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the April 30 following the close of the Plan Year in which the Dependent Care Expense was incurred (except for a Participant who ceases to be eligible to participate, by no later than 90 days after the date that eligibility ceases, as described in Section 9.8), setting forth:

- the person(s) on whose behalf Dependent Care Expenses have been incurred;
- the nature and date of the Expenses so incurred;
- the amount of the requested reimbursement;
- the name of the person, organization, or entity to whom the Expense was or is to be paid, and taxpayer identification number (Social Security number, if the recipient is a person);

- a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source;
- the Participant's certification that he or she has no reason to believe that the reimbursement requested, added to his or her other reimbursements to date for Dependent Care Expenses incurred during the same calendar year, will exceed the applicable statutory limit for the Participant as described in Section 9.4(b); and
- other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Dependent Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least $25.

(c) ***Claims Denied***. For reimbursement claims that are denied, see the appeals procedure in Article XII.

9.8 Reimbursements From DCAP After Termination of Participation. When a Participant ceases to be a Participant under Section 3.2, the Participant's Salary Reductions and election to participate will terminate. Except as otherwise provided in Section 9.4(e) (regarding certain individuals who may be reimbursed from Prior Plan Year DCAP Amounts for expenses incurred during a Grace Period), the Participant will not be able to receive reimbursements for Dependent Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible, with one exception: such Participant (or the Participant's estate) may claim reimbursement for any Dependent Care Expenses incurred in the month following termination of employment or other cessation of eligibility if such month is in the current Plan Year, provided that the Participant (or the

Participant's estate) files a claim within 90 days after the date that the Participant's employment terminates or the Participant otherwise ceases to be eligible. In addition, such Participant (or the Participant's estate) may claim reimbursement for any Dependent Care Expenses incurred during the Period of Coverage prior to the date that the Participant ceases to be eligible (or during any Grace Period to which he or she is entitled as provided in Section 9.4(e)), provided that the Participant (or the Participant's estate) files a claim within 90 days after the date that the Participant ceases to be a Participant.

9.9 Report to DCAP Participants. On or before January 31 of each year, the Plan Administrator shall furnish to each Participant who has received reimbursement for Dependent Care Expenses during the prior calendar year a written statement showing the Dependent Care Expenses paid during such year with respect to the Participant, or showing the Salary Reductions for the year for the DCAP Component, as the Plan Administrator deems appropriate. This may be done using Box 10 on the Participants Form W-2.

ARTICLE X. HIPAA Provisions for Health FSA

10.1 General. As a HIPAA Health Plan, the Health FSA shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic personal health information ("PHI") as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

10.2 Definitions. For purposes of this Article, the following definitions shall apply:

(a) "Breach" shall mean the acquisition, access, use, or disclosure of an individual's PHI in a manner not permitted under the Privacy Rule. A Breach shall be presumed unless the Plan determines there is a low probability that the PHI has been compromised. A Breach does not include: (1) an unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access, or use was in good faith and within the scope of authority and

does not result in a further impermissible use or disclosure; (2) an inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement, and the information received is not further used or disclosed in a manner not permitted under the Privacy Rule; or (3) a disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) "Breach Notification Rule" means the regulations issued under HIPAA set forth in subpart D of 45 CFR Part 164.

(c) "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media.

(d) "Health Care Operations" is as defined under 45 CFR §164.501.

(e) "HIPAA Health Plan," as defined under 45 CFR §160.103, means an individual or group plan that provides, or pays the cost of, medical care, and includes those plans and arrangements listed in 45 CFR §160.103.

(f) "Payment" is as defined under 45 CFR §164.501, and means activities undertaken by a HIPAA Health Plan to obtain contributions or to determine or fulfill its responsibility for coverage and provision of benefits, or to obtain or provide reimbursement for the provision of health care.

(g) "Privacy Policy" means the Employer HIPAA Privacy Policy.

(h) "Privacy Rule" means the regulations issued under HIPAA set forth in subpart E of 45 CFR Part 164.

(i) "Protected Health Information" or "PHI" means individually identifiable health information that (1) relates to the past, present, or future physical or mental condition of a current or former Participant, Spouse, or Dependent, provision of health care to a Participant, Spouse, or Dependent, or payment for such health care; (2) can either identify the Participant, Spouse, or Dependent, or there is a reasonable basis to believe the

information can be used to identify the Participant, Spouse, or Dependent; and (3) is received or created by or on behalf of the Health FSA.

(j) "Responsible Employee" means an employee (including a contract, temporary, or leased employee) of the Health FSA or of the Employer whose duties (1) require that the employee have access to PHI for purposes of Payment or Health Care Operations; or (2) make it likely that the employee will receive or have access to PHI. Persons designated as Responsible Employees are described in Section 10.3.

(k) "Security Incident," as defined under 45 CFR §164.304, means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(l) "Security Rule" means the regulations issued under HIPAA set forth in subpart C of 45 CFR Part 164.

10.3 Responsible Employees. Only Responsible Employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of a Health FSA. The use or disclosure of PHI or Electronic PHI by Responsible Employees shall be restricted to the Health FSA administration functions that the Employer performs on behalf of a Health FSA pursuant to Section 10.4.

(a) Employer employees who perform the following functions on behalf of the Health FSA are Responsible Employees: (1) claims determination and processing functions; (2) Health FSA vendor relations functions; (3) benefits education and information functions; (4) Health FSA administration activities; (5) legal department activities; (6) Health FSA compliance activities; (7) information systems support activities; (8) internal audit functions; and (9) human resources functions.

(b) In addition to those individuals described in subsection (a), the Health FSA HIPAA privacy official and security official, and Employer employees to whom the Health FSA HIPAA privacy official and security official have delegated any of the following responsibilities, shall also be Responsible Employees: (1) implementation, interpretation,

and amendment of the Privacy Policy; (2) Privacy Rule, Breach Notification Rule, or Security Rule training for Employer employees; (3) investigation of and response to complaints by Participants, Spouses, Dependents, and/or employees; (4) preparation, maintenance, and distribution of the health FSA's privacy notice; (5) response to requests by Participants, Spouses, or Dependents to inspect or copy PHI; (6) response to requests by Participants, Spouses, or Dependents to restrict the use or disclosure of their PHI; (7) response to requests by Participants, Spouses, or Dependents to receive communications of their PHI by alternate means or in an alternate manner; (8) amendment and response to requests to amend the PHI of Participants, Spouses, or Dependents; (9) response to requests by Participants, Spouses, or Dependents for an accounting of disclosures of their PHI; (10) response to requests for information by the Department of Health and Human Services; (11) approval of disclosures to law enforcement or to the military for government purposes; (12) maintenance of records and other documentation required by the Privacy Rule, Breach Notification Rule, or Security Rule; (13) negotiation of Privacy Rule, Breach Notification Rule, and Security Rule provisions and/or reasonable security provisions into contracts with third-party service providers; (14) maintenance of Health FSA PHI or Electronic PHI security documentation; or (15) approval of access to Electronic PHI by Participants, Spouses, or Dependents.

10.4 Permitted Uses and Disclosures. Responsible Employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the Health FSA, consistent with the Privacy Policy. This includes:

(a) uses and disclosures for the Health FSA's own Payment and Health Care Operations functions;

(b) uses and disclosures for another HIPAA Health Plan's Payment and Health Care Operations functions;

(c) disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;

(d) disclosures to the Employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;

(e) disclosures of a Participant's, Spouse's, or Dependent's PHI to the Participant or the Dependent or his or her personal representative, as defined under 45 CFR §164.502(g);

(f) disclosures to a Participant's, Spouse's, or Dependent's family members or friends involved in the Participant's, Spouse's, or Dependent's health care or payment for the Participant's, Spouse's, or Dependent's health care, or to notify a Participant's, Spouse's, or Dependent's family in the event of an emergency or disaster relief situation;

(g) uses and disclosures to comply with workers' compensation laws;

(h) uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;

(i) disclosures to the Secretary of Health and Human Services to demonstrate the Health FSA's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;

(j) uses and disclosures for other governmental purposes, such as for national security purposes;

(k) uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;

(l) uses and disclosures to identify a decedent or cause of death, or for tissue-donation purposes;

(m) uses and disclosures required by other applicable laws; and

(n) uses and disclosures pursuant to the Participant's authorization that satisfies the requirements of 45 CFR §164.508.

10.5 Prohibited Uses and Disclosures. Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health Information is prohibited in the following situations.

(a) ***Genetic Information***. Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility or benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.

(b) ***Employment-Related Actions***. Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.

(c) ***Other Benefits***. Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of the Employer, except as expressly permitted in Section 10.4, shall not be a permitted use or disclosure.

10.6 Certification Requirement. The Health FSA shall disclose PHI, including Electronic PHI, to Responsible Employees only upon receipt of a certification by the Employer that the Employer agrees:

(a) not to use or further disclose PHI other than as permitted or required by this Article and the Privacy Policy or as required by law;

(b) to take reasonable steps to ensure that any agents to whom the Employer provides PHI or Electronic PHI received from the Health FSA agree: (1) to the same restrictions and conditions that apply to the Employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;

(c) not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer other than another Health Plan;

(d) to report to the Health FSA any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures described in Section 10.4, or any Security Incident, of which the Employer becomes aware;

(e) to make available PHI for inspection and copying in accordance with 45 CFR

§164.524;

(f) to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;

(g) to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

(h) to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Health FSA, available to the Secretary of Health and Human Services for purposes of determining compliance by the Health FSA with the Privacy Rule, the Breach Notification Rule, or the Security Rule;

(i) if feasible, to return or destroy all PHI and Electronic PHI received from the Health FSA that the Employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI and Electronic PHI infeasible;

(j) to take reasonable steps to ensure that there is adequate separation between the Health FSA and the Employer's activities in its role as Health FSA sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and

(k) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the Employer creates, receives, maintains, or transmits on behalf of the FSA.

10.7 Mitigation. In the event of noncompliance with any of the provisions set forth in this Article:

(a) The HIPAA privacy official or security official, as appropriate, shall address any complaint promptly and confidentially. The HIPAA privacy official or security official, as appropriate, first will investigate the complaint and document the investigation efforts

and findings.

(b) If PHI, including Electronic PHI, has been used or disclosed in violation of the Privacy Policy or inconsistent with this Article, the HIPAA privacy official and/or the security official, as appropriate, shall take immediate steps to mitigate any harm caused by the violation and to minimize the possibility that such a violation will recur.

(c) If a Responsible Employee or other Employer employee is found to have violated the Privacy Policy and/or policy developed under the Security Rule, such personnel shall be subject to disciplinary action up to and including termination.

10.8 Breach Notification. Following the discovery of a Breach of unsecured PHI, the Health FSA shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Health FSA shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

ARTICLE XI. Irrevocability of Elections; Exceptions

11.1 Irrevocability of Elections. A Participant's election under the Plan, including its Components, is irrevocable for the duration of the Period of Coverage to which it relates, except as provided in this Article XI. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

(a) participation in this Plan;

(b) Salary Reduction amounts; or

(c) election of particular Benefit Package Options.

11.2 Procedure for Making New Election If Exception to Irrevocability Applies

(a) ***Timeframe for Making New Election***. A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period under Section 4.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 11.3 (or within 60 days of the occurrence of an event described in Section 11.3(e)(3) or (4)), as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event. Notwithstanding the foregoing, a Change in Status that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

(b) ***Effective Date of New Election***. Elections made pursuant to this Section 11.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 11.3(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change request was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that any replacement coverage commences later).

11.3 Events Permitting Exception to Irrevocability Rule for All Benefits. A Participant may change an election as described below upon the occurrence of the stated events for the applicable component of this Plan in accordance with the procedures described in Section 11.2.

(a) ***Open Enrollment Period***. A Participant may change an election during the Open Enrollment Period in accordance with Section 4.2.

(b) ***Termination of Employment***. A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.2 and 3.3, as applicable.

(c) ***Leaves of Absence***. A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.

(d) ***Change in Status***. A Participant may change their election under the Plan upon the occurrence of a Change in Status event only if the election is consistent with the event under both the applicable special consistency rules and the general consistency rule. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested election change meets the consistency requirements below.

General Consistency Rule: A Participant's election change satisfies the general consistency requirement only if the election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer.

*Special Consistency Rules***:** Assuming that the general consistency rule is also satisfied, a requested election change must satisfy the following specific consistency requirements in order for a Participant to be able to alter their election based on the specified Change in Status:

1. ***Loss of Spouse or Dependent Eligibility; Special COBRA Rules.*** For a Change in Status involving a Participant's divorce, annulment, or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel Benefits for the Spouse or Dependent, as applicable. However, if the Participant or their Spouse or Dependent becomes eligible for COBRA because of a reduction of hours or because the Participant's Dependent ceases to satisfy the eligibility requirements for

coverage (and the Participant remains a Participant under this Plan), then the Participant may increase their election to pay for such coverage.

2. ***Gain of Coverage Eligibility Under Another Employer's Plan*.** For a Change in Status in which a Participant or their Spouse or Dependent gains eligibility for coverage under another employer's cafeteria plan or qualified benefit plan as a result of a change in marital or employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the other employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

Election changes may not be made to reduce Health FSA coverage during a Period of Coverage; however, election changes may be made to cancel Health FSA coverage completely due to the occurrence of any of the following events: death of a Spouse, divorce, legal separation, or annulment; death of a Dependent; change in employment status such that the Participant becomes ineligible for Health FSA coverage; or a Dependent's ceasing to satisfy eligibility requirements for Health FSA coverage. Notwithstanding the foregoing, such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year.

(e) ***HIPAA Special Enrollment Rights***. If a Participant or their Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when

required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment rights. As required by HIPAA, a special enrollment right will arise in the following circumstances:

(1) a Participant or their Spouse or Dependent declined to enroll in group health plan coverage because they had coverage, and eligibility for such coverage is subsequently lost because: (A) the coverage was provided under COBRA, and the COBRA coverage was exhausted; or (B) the coverage was non-COBRA coverage, and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;

(2) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption;

(3) the Participant's or Dependent's coverage under a Medicaid plan or state children's health insurance program is terminated as a result of loss of eligibility for such coverage; or

(4) the Participant or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to the amount of time provided by the underlying group health plan).

(f) ***Certain Judgments, Decrees, and Orders (Applies to Premium Payment and Health FSA Benefits, but Not to DCAP Benefits)***. If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal

custody (including a QMCSO) requires health coverage for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change their election to provide coverage for the child if the Order requires the Participant to provide coverage; or (2) change their election to revoke coverage for the child if the Order requires that another individual provide coverage under that individual's plan, and such coverage is actually provided.

(g) ***Medicare and Medicaid (Applies to Premium Payment Benefits, to Health FSA Benefits as Limited Below, but Not to DCAP Benefits)***. If a Participant or their Spouse or Dependent who is enrolled in a health plan under this Plan becomes entitled to or enrolled in Medicare or Medicaid, then the Participant may prospectively reduce or cancel the health coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or their Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the Medical Insurance Benefit of the individual who loses Medicare or Medicaid eligibility.

(h) ***Change in Cost (Applies to Premium Payment Benefits, to DCAP Benefits as Limited Below, but Not to Health FSA Benefits)***. For purposes of this Section 11.3(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage. For purposes of this definition, (1) a health FSA is not similar coverage with respect to an accident or health plan that is not a health FSA; (2) an HMO and a PPO are considered to be similar coverage; and (3) coverage by another employer, such as a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.

(1) ***Increase or Decrease for Insignificant Cost Changes***. Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect

insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

(2) *Significant Cost Increases*. If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) (such as the PPO for the Medical Insurance Plan) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in their elective contributions (by increasing Salary Reductions); (b) revoke their election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage (such as an HMO, but not the Health FSA); or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) *Significant Cost Decreases*. If the Plan Administrator determines that the cost of any Benefit Package Option (such as a PPO) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package

Option (such as an HMO, but not the Health FSA) may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (such as the PPO for the Medical Insurance Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost (such as the PPO) on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(4) ***Limitation on Change in Cost Provisions for DCAP Benefits***. The above "Change in Cost" provisions (Sections 11.3(h)(1) through 11.3(h)(3)) apply to DCAP Benefits only if the cost change is imposed by a dependent care provider who is not a "relative" of the Employee. For this purpose, a relative is an individual who is related as described in Code §§152(d)(2)(A) through (G), incorporating the rules of Code §§152(f)(1) and 152(f)(4).

(i) ***Change in Coverage (Applies to Premium Payment and DCAP Benefits, but Not to Health FSA Benefits).***

The definition of "similar coverage" under Section 11.3(h) applies also to this Section 11.3(i).

(1) ***Significant Curtailment***. If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

(a) ***Significant Curtailment Without Loss of Coverage***. If the Plan

Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under their employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under a health plan, such as the PPO under the Medical Insurance Plan) during a Period of Coverage, the Participant may revoke their election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA). Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) ***Significant Curtailment With a Loss of Coverage***. If the Plan Administrator determines that a Participant's Benefit Package Option coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under their employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke their election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA) or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) ***Definition of Loss of Coverage***. For purposes of this Section 11.3(i)(1), a "Loss of Coverage" means a complete loss of coverage, including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or their Spouse or Dependent resides, or a Participant or their Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation. In addition, the Plan

Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or their Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(d) ***DCAP Coverage Changes***. A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care service provider. For example: (a) if the Participant terminates one dependent care service provider and hires a new dependent care service provider, then the Participant may change coverage to reflect the cost of the new service provider; and (b) if the Participant terminates a dependent care service provider because a relative becomes available to take care of the child at no charge, then the Participant may cancel coverage.

(2) ***Addition or Significant Improvement of a Benefit Package Option***. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly

improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) ***Loss of Coverage Under Other Group Health Coverage***. A Participant may prospectively change their election to add group health coverage for the Participant or their Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) ***Change in Coverage Under Another Employer Plan***. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during their employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change

made under the other employer plan, in accordance with prevailing IRS guidance.

(j) ***Reduction of Hours (Applies Only to Premium Payment Benefits for the Medical Insurance Plan)***. A Participant who was reasonably expected to average 30 hours of service or more per week and experiences an employment status change such that he or she is reasonably expected to average less than 30 hours of service per week may prospectively revoke his or her election for Medical Insurance Plan coverage, provided that the Participant certifies that he or she and any related individuals whose coverage is being revoked have enrolled or intend to enroll in another plan providing minimum essential coverage under health care reform for coverage that is effective no later than the first day of the second month following the month that includes the date the Medical Insurance Plan coverage is revoked.

(k) ***Exchange Enrollment (Applies Only to Premium Payment Benefits for the Medical Insurance Plan)***. A Participant who is eligible to enroll for coverage in a government-sponsored Exchange (Marketplace) during an Exchange special or annual open enrollment period may prospectively revoke his or her election for Medical Insurance Plan coverage, provided that the Participant certifies that he or she and any related individuals whose coverage is being revoked have enrolled or intend to enroll in new Exchange coverage that is effective no later than the day immediately following the last day of the Medical Insurance Plan coverage. If one or more of a Participant's related individuals are eligible to enroll for coverage in a government-sponsored Exchange (Marketplace) during an Exchange special or annual open enrollment period, the Participant may prospectively revoke an election for Medical Insurance Plan coverage for the individual or individuals (and switch to self-only coverage or family coverage including one or more other related individuals), provided that the Participant certifies that the individuals whose coverage is being revoked have enrolled or intend to enroll in new Exchange coverage that is effective no later than the day immediately following the last day of their Medical Insurance Plan coverage.

A Participant entitled to change an election as described in this Section 11.3 must do so in accordance with the procedures described in Section 11.2.

11.4 Election Modifications Required by Plan Administrator. The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan, if any, or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans, if any. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE XII. Appeals Procedure

12.1 Procedure If Benefits Are Denied Under This Plan. If a claim for benefits under this Plan is wholly or partially denied, then the Employee or Participant may request review upon written application to the Committee. The Committee acts on behalf of the Plan Administrator with respect to appeals.

12.2 Claims Procedures for Benefits. Claims and reimbursement for Medical, Dental, and Vision Insurance Benefits shall be administered in accordance with the claims procedures for the Medical, Dental, Vision Insurance Benefits, as set forth in the plan documents for the Medical, Dental, and Vision Insurance Plans.

12.3 Claims Deadline. Unless otherwise provided herein or required pursuant to applicable

law, a claim for benefits under this Plan must be made within one year after the date the expense was incurred that gives rise to the claim. It is the responsibility of the Employee or his or her designee to make sure this requirement is met.

12.4 Limitations Period for Filing Suit. Unless otherwise provided herein or required pursuant to applicable law, a suit for benefits under this Plan must be brought within one year after the date of a final decision on the claim in accordance with the applicable claims procedure.

ARTICLE XIII. Recordkeeping and Administration

13.1 Plan Administrator. The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

13.2 Powers of the Plan Administrator. The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

(a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 12.1);

(b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;

(c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;

(d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;

(e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;

(f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;

(g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;

(h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;

(i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim; and

(j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

13.3 Reliance on Participant, Tables, etc. The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

13.4 Provision for Third-Party Plan Service Providers. The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

13.5 Fiduciary Liability. To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

13.6 Compensation of Plan Administrator. Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

13.7 Insurance Contracts. The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer Contributions toward such insurance.

13.8 Inability to Locate Payee. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

13.9 Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid

or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which they are properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XIV. General Provisions

14.1 Expenses. All reasonable expenses incurred in administering the Plan are currently paid by forfeitures to the extent provided in Section 7.6 with respect to Health FSA Benefits and Section 9.6 with respect to DCAP Benefits, and then by the Employer.

14.2 No Contract of Employment. Nothing herein contained is intended to be construed as an employment contract or other arrangement between any Employee and the Employer and shall not be construed to imply that Employee will be employed for any specific period of time.

14.3 Amendment and Termination. This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may restate, amend or terminate all or any part of this Plan (including any Component) at any time for any reason by resolution of the Employer's governing body or by any person or persons authorized by the governing body to take such action.

14.4 Governing Law/Venue. This Plan shall be construed, administered, and enforced according to the laws of the State of California, to the extent not superseded by the Code or any other federal law. Any claim or action resulting from, relating to, or arising under the Plan shall only be brought in the County of Riverside in the Central District of California, and such Court shall have personal jurisdiction over any party named in the action.

14.5 Compliance With Code and Other Applicable Laws. It is intended that this Plan meet all applicable requirements of the Code and of all regulations issued thereunder. This Plan shall

be construed, operated, and administered accordingly, and in the event of any conflict between this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting provision of this Plan shall be deemed superseded to the extent of the conflict. In addition, the Plan will comply with the requirements of all other applicable laws.

14.6 No Guarantee of Tax Consequences. Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

14.7 Indemnification of Employer. If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

14.8 Non-Assignability of Rights. The right of any Participant to receive reimbursement under this Plan shall not be assigned by the Participant and shall not be subject to claims by the Participant's creditors. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

14.9 Plan Provisions Controlling. In the event that the terms or provisions of any summary or description of this Plan conflict with the provisions of this Plan, the provisions of this Plan shall control.

14.10 Severability. If any part of this Plan is invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent permitted by law.

* * *

This document is executed this ____ day of _____ in Year _____.

CITY OF BANNING

By:_____

Its:_____

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Robinson, Electrical Engineering Supervisor** **Art Vela, Director of Public Works**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-192, Approving an Amendment to the Construction Services Contract with Electric Power Systems International, Inc. in the Amount of $9,220 Related to the San Gorgonio Substation 12kV Extension Project**

RECOMMENDATION:

Adopt Resolution 2024-192.

BACKGROUND:

On September 10, 2024, City Council adopted Resolution 2024-146, "Approving a Sole Source Contract with Electric Power Systems International, Inc. (EPS) for Construction Services Related to the San Gorgonio Substation 12kV Extension Project in the Amount of $58,039.80." Approval of Resolution 2024-146 would allow EPS to complete the project that was commenced back in late 2021, but not completed due to various delays in construction related to supply chain issues.

During construction activities related to Resolution 2024-146, field staff had identified obstructions present within an underground pipe sleeve being used to transport utility infrastructure from the San Gorgonio Substation to the area of interconnection with circuits from the decommissioned Alola Substation. In order to evaluate the cause of the obstruction, additional labor and equipment to run a CCTV system through the pipe sleeve and remove the obstruction is required. Additionally, staff recognized that a flexible conduit substitute for Schedule 40 PVC conduit would be required to be expressed thru the sleeve due to the changes in elevation from end to end.

The total cost to complete the additional work is $9,220.00.

JUSTIFICATION:

The primary purpose for this amendment is to complete necessary improvements that help to provide continued reliable, and uninterrupted utility services. Staff has identified an issue and solution for completing the improvements related to the original scope of work. The cost to complete the work is reasonable and expected for the amount of work involved.

FISCAL IMPACT:

The amount of $9,220 shall be appropriated from the Electric Fund to account 673-7000-473.96-25 for the purpose of completing the San Gorgonio Substation 12kV Extension project. If approved, the new contract budget shall increase from $58,039.80 to $67,259.80. The new funding breakdown is as follows:

Account	Year	Amount
673-7000-473.96-25	2024/2025	$60,259.80
673-7000-473.96-20	2024/2025	$7,000.00

ALTERNATIVES:

1. Adopt Resolution 2024-XXX as recommended.
2. Adopt Resolution 2024-XXX with modifications.
3. Do not approve Resolution 2024-XXX and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-192, EPS International Amend 1.docx
2. C01068 - Change Order No.1.pdf
3. SR Resolution 2024-146.pdf
4. C01068 - EPS PW San Gorgonio Substation 12KV Extension_Original Contract.docx.pdf

RESOLUTION 2024-192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE CONSTRUCTION SERVICES CONTRACT WITH ELECTRIC POWER SYSTEMS INTERNATIONAL, INC. IN THE AMOUNT OF $9,220 RELATED TO THE SAN GORGONIO SUBSTATION 12KV EXTENSION PROJECT

WHEREAS, the City of Banning owns and operates a retail electrical energy distribution system which serves load to end-use customers in an assigned area of service; and

WHEREAS, City Council adopted Resolution 2024-146, "Approving a Sole Source Contract with Electric Power Systems International, Inc. (EPS) for Construction Services Related to the San Gorgonio Substation 12kV Extension Project in the Amount of $58,039.80"; and

WHEREAS, staff had identified obstructions present within an underground pipe sleeve being used to transport utility infrastructure from the San Gorgonio Substation to the area of interconnection with circuits from the decommissioned Alola Substation; and

WHEREAS, EPS has provided a quote in the amount of $9,220.00 to complete necessary improvements for the project; and

WHEREAS, the Construction Services Agreement with EPS will increase from $58,038.80, to $67,259.80 to complete the necessary improvements. The expenditure will require appropriation of $9,220.00 from the Electric Improvement Fund to Account No. 673-7000-473.96-25.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the Amendment to the Construction Services Contract with Electric Power Systems International, Inc. for the San Gorgonio Substation 12kV Extension Project in an amount of $9,220.00 for a total not-to-exceed amount of $67,259.80.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Amendment with Electric Power Systems International, Inc. and to execute the Amendment on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

_____
Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-192, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Amendment No.1 to the Construction Services Contract with Electric Power Systems International, Inc.

Contract # C01068

CHANGE ORDER No. 1

CONTRACT SERVICES AGREEMENT FOR THE SAN GORGONIO SUBSTATION 12KV EXTENSION

TO: Electric Power Systems International, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

ITEM	PCO NO.	DESCRIPTION OF CHANGES	AMOUNT	Time Extension (Days)
1	1	Additional scope and hours for conduit (CO LAX-LL-Q24699 as attached and incorporated herein).	$5,550.00	0
2	2	Additional scope and hours for San G smoothwall innerduct (CO LAX-LL-Q24706 as attached and incorporated herein).	$3,670.00	0
		NET CHANGE IN CONTRACT AMOUNT – INCREASE OR (DECREASE)	$9,220.00	0

ACCEPTANCE:

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order and acknowledges that the compensation (time and cost) set forth in the Change Order comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The signing of the Change Order acknowledges full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this contract.

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable Sections of the Contract Documents.

This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Contract # C01068

CITY OF BANNING:

Project Manager Date

Director of Engineering Date

City Manager Date

CONTRACTOR:

By:

Title:

Date:

Date: 11/1/24

Brandon Robinson

CITY OF BANNING
99 E RAMSEY ST
BANNING, CA 92220

Cell: (951) 922-3263
Email: brobinson@banningca.gov

Reference: EPS Quote LAX-LL-Q24699
Change order LAX21066

1. PROJECT SUMMARY:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on Change Order LAX21066 additional scope and hours for conduit. This project is located in Banning, California. All testing will be in accordance with NETA Acceptance Testing Specifications as stated below.

2. SCOPE OF WORK:

Camera work and additional prevailing wage hours for Cunningham Davis team.

Clearing the obstruction in conduit for San G fiber line.

Findings was the line is not straight, and the conduit install, and strategy will need to change to accommodate the run.

3. PRICING: ..... $ 5,550.00

4. ELECTRIC POWER SYSTEMS RESPONSIBILITIES

4.1. Will provide the necessary field service engineers, technicians, tools and test equipment to complete the testing of the equipment as defined by project scope of work.
4.2. Will provide a full report to include scope of work, test dates, test data, problems found and recommendations.
4.3. Will perform a daily onsite JHA, Coordinate with customer to perform Lock-Out/Tag-Out (LOTO) activities, perform equipment inspections and report any items that are believed to have a potential for an unsafe work condition.

5. CUSTOMER RESPONSIBILITIES:

5.1. Supply adequate power for test equipment as required by project scope of work. 120v/15A, 480v/150A
5.2. Provide access and assistance for all electrical equipment and will be responsible for LOTO & safety grounding.

6. CLARIFICATIONS AND ASSUMPTIONS:

6.1. Quotes are valid for 90 days. EPS full terms & conditions can be released upon request by the client.
6.2. Testing will be completed based on NETA ATS 2017. All NETA optional testing is excluded.
6.3. The pricing assumes field technicians working Monday – Friday, 10 hour/days, consecutive day shifts.

Thank you,

Larry Limoges
Sales Manager
657.322.8054 Office
l.limoges@voltyx.com
www.epsii.com

Date: 11/7/24

Brandon Robinson

CITY OF BANNING
99 E RAMSEY ST
BANNING, CA 92220

Cell: (951) 922-3263
Email: brobinson@banningca.gov

Reference: EPS Quote LAX-LL-Q24706

1. PROJECT SUMMARY:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on San G smoothwall innerduct This project is located in Banning, California. All testing will be in accordance with NETA Acceptance Testing Specifications as stated below.

2. SCOPE OF WORK: Change order for procurement.

(1)1,000ft 2" Smoothwall Innerduct SDR11

3. PRICING: ..... $ 3,670.00

4. ELECTRIC POWER SYSTEMS RESPONSIBILITIES

4.1. Will provide the necessary field service engineers, technicians, tools and test equipment to complete the testing of the equipment as defined by project scope of work.
4.2. Will provide a full report to include scope of work, test dates, test data, problems found and recommendations.
4.3. Will perform a daily onsite JHA, Coordinate with customer to perform Lock-Out/Tag-Out (LOTO) activities, perform equipment inspections and report any items that are believed to have a potential for an unsafe work condition.

5. CUSTOMER RESPONSIBILITIES:

5.1. Supply adequate power for test equipment as required by project scope of work. 120v/15A, 480v/150A
5.2. Provide access and assistance for all electrical equipment and will be responsible for LOTO & safety grounding.

6. CLARIFICATIONS AND ASSUMPTIONS:

6.1. Quotes are valid for 90 days. EPS full terms & conditions can be released upon request by the client.
6.2. Testing will be completed based on NETA ATS 2017. All NETA optional testing is excluded.
6.3. The pricing assumes field technicians working Monday – Friday, 10 hour/days, consecutive day shifts.

Thank you,

Larry Limoges
Sales Manager
657.322.8054 Office
l.limoges@voltyx.com
www.epsii.com

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Brandon Robinson, Electrical Engineering Supervisor**
Art Vela, Director of Public Works

MEETING DATE: **September 10, 2024**

SUBJECT: **Consideration of Resolution 2024-146, Approving a Sole Source Contract with Electric Power Systems International, Inc. for Construction Services Related to the San Gorgonio Substation 12kV Extension Project in the Amount of $58,039.80**

RECOMMENDATION:

Adopt Resolution 2024-146.

BACKGROUND:

On September 28, 2021, City Council adopted Resolution 2021-81 awarding Electric Power Systems (EPS) a contract in the amount of $3,629,128.80 that included a 10% contingency for the construction of the San Gorgonio Substation. The original Contract C00727 was executed on October 27, 2021.

Due to various delays in construction related to supply chain issues, the Contract was extended an additional 313 days from the original contract expiration date, but has since expired prior to conclusion of the work effort. Since there were some remaining work activities to be completed under Contract C00727 beyond the initial time extension, Purchasing staff has recommended to Electric staff to execute a sole source contract to complete the remaining tasks. There are budgeted funds remaining on the initial San Gorgonio Substation Construction PO 31284 in the amount of $51,039.80 to complete the work that is being requested through the sole source contract with EPS. Electric staff is also requesting to add $7,000.00 of budgeted funds to this proposed sole source agreement to cover the costs of distribution circuit troubleshooting.

Upon the execution of the sole source agreement for EPS, a Notice of Completion will be brought forward for the original San Gorgonio Substation contract and filed.

JUSTIFICATION:

The City of Banning Electric Utility and EPS have an obligation to complete the remaining tasks for the San Gorgonio Substation. The major item of work that remains is the distribution line extension that connects San Gorgonio Substation with distribution circuits that were previously served by Alola Substation, which has been decommissioned.

FISCAL IMPACT:

Account	Year	Amount
673-7000-473.96-25	2024/2025	$51,039.80

673-7000-473.96-20	2024/2025	$7,000.00

ALTERNATIVES:

Do not adopt Resolution 2024-146 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-146, SanG Substation.docx
2. C01068_-_EPS_PW_San_Gorgonio_Substation_12KV_Extension (1).docx
3. EPS SOLE SOURCE FORM_.pdf
4. PR_EPS Sole Source - San G 12kV_8-13-24_.pdf

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CONTRACT (C01068)

CITY OF BANNING CONTRACT FOR SAN GORGONIO SUBSTATION 12KV EXTENSION BY AND BETWEEN CITY OF BANNING AND ELECTRIC POWER SYSTEMS INTERNATIONAL INC.

THIS CONTRACT ("Contract") is made and entered this day of September 10, 2024 ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and ELECTRIC POWER SYSTEMS INTERNATIONAL INC, a Missouri corporation ("Contractor"). Contractor's California State Contractor's license number is1068030; Class C-10. Contractor's DIR registration number is 1000013541.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Contract Documents consist of this Contract, the Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Bid is attached hereto as Exhibit "A" and incorporated herein by reference, the General Provisions are attached hereto and incorporated herein by reference, and the remaining Contract Documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as San Gorgonio Substation 12kV Extension ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Fifty-Eight Thousand Thirty-Nine Dollars and Eighty Cents ($58,039.80) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Debarment & Suspension. Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of

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contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify City.

8 Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

9. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

10. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

11. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. Signatures. Electronic Signatures: Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

13. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

SIGNATURES ON THE NEXT PAGE

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IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BANNING

City Council Approval: 2024-146

By: _____ 9/12/2024
City Manager Date

ATTEST:

By: _____ 9/12/2024
Administrative City Clerk Date

APPROVED AS TO FORM:

By: Serita R. Young 9/11/2024
City Attorney Date

_____
("CONTRACTOR")

By: George Bratkiv 9/12/2024
Name: George Bratkiv Date
Title: President

By: _____
Name: Date
Title:

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GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Banning.

Board – The City Council of the City of Banning.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

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Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

Abbreviation	**Word or Words**
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Payment Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

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2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should the Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work commences on this Project. The Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

> The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees,

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agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the Special Provisions shall control over the General Provisions, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Bid.

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5. Special Provisions.
6. General Provisions.
7. Plans.
8. Standard Plans.
9. Standard Specifications.
10. Reference Specifications.

3-9 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-

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sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and

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installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within Two Hundred Fifty (250) Working Days from the Notice to Proceed.

3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees and warranties;

3. Evidence that the Performance Bond has been extended and will remain in effect for the period specified in Section 1-7.2 of the Standard Specifications, as modified by these General Provisions;

4. All “as-builts”;

5. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the City Engineer in writing.

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3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify, and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than five (5) Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

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The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that the Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of the Project by the Contractor or by any Subcontractor for each calendar

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day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on the Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

The Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce

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such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

> The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City shall not be liable for any accident, loss or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

5-4.2.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

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5-4.2.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.2.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must be executed on forms titled approved by the City. The endorsements must specifically name the City of Banning and its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.5 Subcontractors

The Contractor shall require each of its Subcontractors that perform services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.5 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5.7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

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The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop payment notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged, or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. The City shall not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-8.1.1 Taxes and Workers' Compensation

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements

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The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged, or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors, or their officers, agents, servants, or employees (or any entity or individual for whom the Contractor's Subcontractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the parties.

5-8.2 Workers' Compensation Acts not Limiting

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees, and volunteers.

5-8.3 Insurance Requirements not Limiting

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty, or interest asserted against the City.

5-8.4 Civil Code Exception

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.5 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.6 Waiver of Right of Subrogation

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The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.7 Survival of Terms

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the City Engineer for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the City Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Approximately One (1) week before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer for approval a minimum of One (1) week before the pre-construction conference. Unless previously

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submitted to the City Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.

2) Procurement schedule of major equipment and materials and items requiring long lead time.

3) Shop drawing/sample submittal schedule.

4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.

5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.

2) Notification of local residents before starting any Work and keeping them informed throughout the Project.

3) Procedures for transmittal, review, and distribution of the Contractor's submittals.

4) Processing applications for payment.

5) Maintaining record documents.

6) Critical Work sequencing.

7) Maintaining sewage service during construction, including proposed by-passes.

8) NPDES requirements, if any.

9) Field decisions and Change Orders.

10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.

11) Major equipment deliveries and priorities.

12) Traffic control.

13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside

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at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. No Work will be allowed on Saturday or Sunday or City holidays, which are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day After Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve. In addition, no Work will be allowed on any special election Day that may be declared. Should a special election be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twenty-four (24) hours' notice to the City Engineer so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a "stay at home" or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

6-4.2 Extensions of Time

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In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

Section 6-9 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-4, the Contractor shall pay to the City, or have withheld from moneys due the Contractor, the sum of $750.00.

Execution of the Contract shall constitute agreement by the City and the Contractor that $750.00 per Day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete

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the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The unit and lump sum prices to be paid shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City Engineer before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of acceptance or cessation, but not later than the period permitted by Public Contract Code Section 7107.

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7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated

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retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

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The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

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Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in the Contractor's Bid.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in

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dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, "claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City, (ii) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by the City. The Contractor or any subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable).

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 *et seq.*) is a prerequisite to filing any lawsuit against the City relating to this Contract.

9-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19

The Contractor and all Subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the "Safety and Health Guidance COVID-19 Infection Prevention in Construction" issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020, and as may be amended from time to time by the Department.

Prior to the pre-construction meeting, the Contractor shall submit to the City a "COVID-19 Mitigation Program" implementing these requirements and shall post the COVID-19 Mitigation Program on the Project site in a manner designated by the City's Project Manager. The failure of employees or workers of the Contractor and all Subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor

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acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by the Contractor or one of its Subcontractors to comply with these requirements, the City is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to the City the costs and expenses incurred by the City resulting from the failure of employees of the Contractor and all Subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for City employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers' compensation benefits and expenses. Delays in the Work resulting from the Contractor's or its Subcontractor's failure to comply with these regulations shall not be considered an unforeseen event entitling the Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

9-13 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-14 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-15 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in Superior Court with geographic jurisdiction over the City.

9-16 TIME

Time is of the essence in these Contract Documents.

9-17 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as

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herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-18 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-19 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-20 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-21 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

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9-22 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

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SPECIAL PROVISIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 3 (Construction Methods) and 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, the Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

b. Subsurface or latent physical conditions at the site differing from those indicated; and/or

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this

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provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are the Contractor's responsibility and must be included in the Contractor's bid.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

402-1 LOCATION

Except as shown in the Plans or specified in the Special Provisions, the location and existence of underground utilities or substructures has not been obtained. Subject to Government Code Section 4215, the methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

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UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq*. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

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402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

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402-7 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: City of Banning

Phone Number: 951.922.3263

Contact Person: Brandon Robinson

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EXHIBIT "A"

ELECTRIC POWER SYSTEMS TESTING & ENGINEERING SERVICES

• www.epsii.com

Date: 8/15/24

Brandon Robinson
CITY OF BANNING
99 E RAMSEY ST
BANNING, CA 92220

Cell: (951) 922-3263
Email: brobinson@banningca.gov

Reference: EPS Quote LAX-LL-Q24526

1. PROJECT SUMMARY:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on San Gorgonio 12kV Circuit Extension. This project is located in Banning, California.

2. SCOPE OF WORK:

In order to complete our obligations to the San Gorgonio Substation Construction project, EPS is pleased to offer a cost estimate for the work required to deliver a fully functioning substation as described in the original contract documents.
EPS will provide the necessary labor, materials and equipment to complete the installation of the San Gorgonio Substation's 12kV circuit extension to the vacated area of the decommissioned Alola Substation as defined by project scope of work:

1. Two (2) excavations for conduit installation on both sides of I-10 freeway.
2. Clear rock out of the 8" line.
3. Install 1-5" and 1-2" or 1-1.5" conduits from south side of freeway to north side of freeway.
4. Install conduits approximately 60' from excavation pit to vacated Alola Substation property at 60 S. Alola St.
5. Excavation for one vault installation with rock bottom on south side of freeway. BEU to provide vault.
6. Install 1-6" and 1-2" conduit from pole to vault, 1-5" and 1-2" or 1-1.5" to abandoned pipe on south side of freeway.
7. BEU to provide traffic control labor and materials.
8. Asphalt repair at Livingston St and Alola St.
9. Additional testing for circuit breaker.

3. PRICING: ..... $ 58,039.80

4. CLARIFICATIONS AND ASSUMPTIONS:

4.1. Quotes are valid for 90 days. EPS full terms & conditions can be released upon request by the client.
4.2. The pricing assumes field technicians working Monday – Friday, 10 hour/days, consecutive day shifts.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Nicole Jews, Human Resources Manager**
Lincoln Bogard, Administrative Services Director

MEETING DATE: **December 10, 2024**

SUBJECT: **Consideration of Resolution 2024-193, Amending the Classification & Compensation Plan for the City of Banning**

RECOMMENDATION:

Adopt Resolution 2024-193.

BACKGROUND:

It is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects budget amendments, organizational structure, and department needs.

Past City Council resolutions have identified the necessity to maintain a current Classification & Compensation Plan that reflects the nature of work and organizational structure, that the plan is updated to reflect both market changes and appropriate compensation for work performed.

JUSTIFICATION:

Proposed changes to the Classification and Compensation plan include:

Administrative Services-Finance

Retract a previous action to un-fund & reclassify the Budget and Financial Analyst (Job Code 2009) Range T79 to a Sr. Accountant (Job Code 2051) Range G68. Staff will be filling the Administrative Services-Finance Budget and Financial Analyst (Job Code 2009) Range T79, position. The Budget & Finance Analyst position is a single classification position that will report directly to and assist the Deputy Finance Director with general financial, assets, and special budget projects. This action will not change the general fund as the position was not filled.

FISCAL IMPACT:

Position / Range	Proposed Salary	Current Salary	Proposed Based Wage Difference
Budget & Financial Analyst	$112,125.00	$112,125.00	$0
Total Annual Fiscal Impact:			$0

ALTERNATIVES:

Do not adopt Resolution 2024-193 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-193, Class and Comp.docx
2. Budget Financial Analyst_.pdf

RESOLUTION 2024-193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING

WHEREAS, it is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects the nature of work, organizational structure, or otherwise; and

WHEREAS, the previous proposed reclassification of the Budget and Financial Analyst to a Sr. Accountant will be retracted and the Budget & Finance Analyst position will continue to be a funded position in the budget; and

WHEREAS, changes to job descriptions, job titles, and/or pay ranges require City Council approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the retraction of the reclassification of the Budget and Financial Analyst position to a Sr. Accountant for Fiscal Year 2024-25: (1) Budget and Financial Analyst (T79) remain funded.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-193, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Budget & Finance Analyst Job Description

JOB DESCRIPTION

TITLE: Budget & Financial Analyst	**JOB CODE:**
DEPARTMENT: Administrative Services	**EFFECTIVE DATE: 07/01/2019**
REPORTS TO: Deputy Finance Director	**FLSA STATUS:** Exempt
SUPERVISES: N/A	**UNION STATUS:** Represented

JOB PURPOSE/SUMMARY

Under general direction of the Deputy Finance Director, performs a variety of duties supporting the finance department providing analysis, projections and recommendations on revenue, expenditures and financial policies; and to monitor, analyze and provide reports on the budget and financials of the City.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsible, fair treatment to all and is the pride of its citizens.

CORE VALUES

- Customer Service Excellence: We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- Integrity: We are ethical, accountable and compliant with our responsibility to the public and community.
- Teamwork: We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- Yes-Minded: We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Leadership:** Contributes to a positive work culture consistent with the City of Banning Leadership Philosophy, actively welcomes new approaches to public service and supports change and process improvements at all levels within the organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

- Assist in developing annual operating and capital budget for assigned City departments; produce budget documents.
- Perform budget analyses and reporting functions, track and project current revenues including property, sales, permit, franchise and recreation fees, grant awards.
- Monitor the budget and report on budget overruns, revenue shortfalls and other financial problems.
- Prepare monthly, quarterly and annual budget and other financial reports.
- Analyze, review and evaluate budget carryover and budget submittals for departments and associated funds; ensure compliance with budget procedures and policies.
- Perform cost allocations base on cost allocation plan model.
- Respond to inquiries and requests from management and other departments regarding budget/financial issues and special reports and analyses.
- Monitor and analyze State and other local jurisdiction legislation that could impact local revenue.
- Participate in the development, implementation and management of various database programs in order to support budgeting, tracking and analysis, and financial and performance reporting.
- Provide training and support to staff regarding the use of the City's financial system.
- Assist in the development, collection and reporting of performance measures.
- Provide assistance in the use of appropriate revenue and expenditure coding for payments.
- Other duties and projects as assigned.

KNOWLEDGE OF:

- City organization, operations, policies and procedures.
- City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Principles and practices of budget development, execution and control to assure compliance with state/local regulations and stewardship of public funds
- Financial record keeping and reporting principles and procedures.
- Generally accepted accounting principles.
- Operational characteristics of computerized financial reporting programs.
- Application computer software applications.

ABILITY TO:

- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Establish and maintain effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.
- Assist in developing the operating and capital budget for the City.
- Provide analysis, projections and recommendations on revenues, expenditures and financial policies.
- Prepare clear and concise administrative and financial reports.
- Summarize and communicate complex financial information to a variety of audiences
- Communicate clearly and concisely, both orally and in writing.

MINIMUM QUALIFICATIONS

Education, Experience and Training

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to a Bachelor's degree from an accredited college or university with major course work in finance, public or business administration, accounting or a related field, AND

Experience: Three (3) years of increasingly responsible professional experience performing financial, budget analysis and/or preparation experience. Experience in a governmental agency is preferred.

PHYSICAL AND ENVIRONMENTAL WORKING CONDITIONS

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-194, Approving A Successor Memorandum of Understanding with the Teamsters Local 1932, Representing the Association of Mid-Management and Professional Employees, Effective July 1, 2024, through December 31, 2026, and Authorizing the City Manager to Finalize and Execute a Successor Agreement**

RECOMMENDATION:

Adopt Resolution 2024-194.

BACKGROUND:

The City Council has previously approved a Tentative Agreement (TA) with Teamsters Local 1932 for the bargaining period of July 1, 2024, through December 31, 2026. The Council approved a TA with the group in Closed Session on November 12, 2024. The Teamsters Unit met and ratified that Tentative Agreement and now the Council is requested to accept the resulting successor Memorandum of Understanding (MOU).

JUSTIFICATION:

The City Council must ratify the MOUs for execution by the City Manager.

FISCAL IMPACT:

The fiscal impact was discussed with City Council in closed session.

ALTERNATIVES:

Do not adopt Resolution 2024-194 and provide staff alternate direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-194, Teamsters MOU.docx
2. 12.1.24 Teamsters MOU 2024-2026 (Clean).docx

RESOLUTION 2024-194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE TEAMSTERS LOCAL 1932 REPRESENTING THE ASSOCIATION OF MID-MANAGEMENT AND PROFESSIONAL EMPLOYEES, EFFECTIVE JULY 1, 2024, THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A SUCCESSOR AGREEMENT

WHEREAS, the City of Banning ("City") has formally recognized the Teamsters Local 1932 ("Teamsters') as the exclusive employee organization for the Association of Mid-Management and Professional Employees bargaining unit; and

WHEREAS, the prior Memorandum of Understanding ("MOU") between the City and the Teamsters expired on June 30, 2024; and

WHEREAS, the City labor representatives and Teamsters representatives have successfully met, conferred and signed a Tentative Agreement on the deal points for a successor MOU for the period of July 1, 2024, through December 31, 2026, pursuant to the Meyers-Milias-Brown Act (MMBA) (Gov't code Sections 3500-3511) and the City's Employer-Employee Relations Resolution 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, the Teamsters membership has ratified the Tentative Agreement for a successor MOU, where once approved by the governing body and the resulting final MOU is signed by the City Manager and Teamsters representatives becomes a binding agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby approves the Successor MOU between the City and Teamsters (Local 1932) representing the Association of Mid-Management and Professional Employees bargaining unit, for the period of July 1, 2024, through December 31, 2026.

SECTION 2. The City Council hereby authorizes and directs the City Manager or designee to finalize and execute the Successor MOU, based on the approved Tentative Agreements, on behalf of the City of Banning.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-194, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Teamsters Local 1932 Unit MOU for 2024-2026

TEAMSTERS LOCAL 1932

MID-MANAGEMENT AND PROFESSIONAL UNIT

MEMORANDUM OF UNDERSTANDING

July 1, 2024 – December 31, 2026

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ARTICLE 1 – PREAMBLE

1.1 - Parties. This Memorandum of Understanding (hereinafter "MOU") is entered into between The City of Banning, a municipal corporation (hereinafter "City") and Teamsters Local 1932 (hereinafter "Union"), a California nonprofit mutual benefit corporation and the recognized employee organization for the mid-management and professional unit of representation (the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500-3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

1.2 - Employee Organization Recognition. The City continues to formally recognize the Union as the Exclusive Recognized Employee Organization representing employees in the Unit presently or hereafter employed by the City and eligible for inclusion in the Union. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any unit which includes classifications of employees covered by this MOU or such petitions to represent such Unit members at any time during the initial term of this MOU. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 - MOU Term. Except as otherwise provided herein, this MOU between the City and the Teamsters relative to wages, hours, and other terms and conditions of employment shall be effective as of July 1, 2024 and shall remain in full force and effect until December 31, 2026 or until a successor MOU is adopted or impasse procedures are completed and the City Council approves unilateral implementation of its last, best and final offer, whichever occurs first.

1.4 - Unit Members. This MOU covers employees in the following classifications:

Administrative City Clerk	Grants Program Manager
Assistant Civil Engineer	Homeless Services Director
Associate Civil Engineer	Management Analyst
Associate Civil Engineer w/Certification	Planning Engineer
Assistant Planner	Principal Civil Engineer
Assistant Public Works Director/City Engineer	Power Resources & Revenue Administrator
Associate Electrical Engineer	Public Works Program Manager
Business Support Manager	Public Works Superintendent
Capital Improvement Projects Manager	Purchasing Manager
CORE Manager	Recreation Manager
Customer Service & Billing Manager	Risk Management Analyst
Customer Service Supervisor	Senior Civil Engineer
Development Service Manager (Building Official)	Senior Electrical Engineer
Economic Development Manager	Senior Planner
Electric Operations Manager	Streets/Parks Maintenance Manager
Electric Engineering Supervisor	Transit Manager
Fleet Manager	Water/Wastewater Superintendent

ARTICLE 2- CONTINUATION OF RULES & POLICIES

2.1 - Governing Law. Subject to the terms of this MOU, all City Ordinances, Policies, Resolutions, Rules and Regulations, including the Personnel Rules and Regulations of the City of Banning, the Employer-Employee Relations Resolution; and the Administrative Policies of the City of Banning, or successor rules, shall remain in effect during the course of this MOU.

2.2 - Meet and Confer. The Union and the City agree to meet and confer during the term of this MOU over the adoption or revision of City Ordinances, Resolutions, Policies, Rules, Regulations, Administrative and/or Personnel Policies regarding mandatory subjects of negotiation pursuant to the Meyers-Milias-Brown Act, including but not limited to updating the City's Personnel Rules and the City's Employer- Employee Relations Resolution.

2.3 - Departmental Policies. The Union recognizes the right of the City to adopt new or revised departmental rules and regulations which are not in conflict with this MOU and which are not regarding mandatory subjects of negotiation. In adopting such new or revised departmental rules and regulations, the City shall receive and consider input, if any, submitted by Unit members. The process of making such input shall not delay the timely implementation of such rule. Such input shall generally be solicited as follows:

The City shall provide a draft of the proposed change to the Business Agent of the Local Union. At the time of providing the draft, a time shall be set to meet and confer over the proposed change. Such date shall be no less than twenty-five (25) and no more than thirty-five (35) calendar days following date of presentation of the draft.

Within twenty (20) days following date of presentation, the Union shall provide copies of its comments to the Administrative Services Director/Deputy City Manager or his/her designee in writing. Failure to provide written comments within the twenty (20) day time period shall be deemed to be acceptance of the proposal as presented and termination of the requirement for further meet and confer.

If agreement is not reached on the proposal at the first meeting, a second meeting shall be held within fifteen (15) days thereafter. If an agreement is not reached at the second meeting as to a matter which is not a mandatory subject of meet and confer, the City may proceed with the adoption of the policy without further meetings.

The time limits set forth herein may be modified by the written agreement of the parties.

ARTICLE 3- EMPLOYEE RIGHTS

3.1 – Non-discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical conditions), age, sexual orientation, citizenship status or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring,

retention or any condition of employment because of membership or activities on behalf of the Union.

3.2 - Union Membership. The Union will accept into membership all eligible persons of the bargaining unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth and related medical conditions), age, sexual orientation, citizenship status or any other basis protected by applicable law.

3.3 - Rights Granted by State and Federal Law. Except as otherwise provided in this MOU, Unit members shall have all rights which may be exercised in accordance with State law, and applicable ordinances, resolutions, rules and regulations. However, Unit members shall not have the right to file a grievance for violation of any such law, ordinance, or resolution, except as specifically set forth herein.

3.4 - Additional Employee Rights. Unit members shall also have:

The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

The right to refuse to join, or to participate in the activities of employee organizations.

The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by other employees, employee organizations, management or supervisors, as a result of their exercise of rights indicated in sections (a) and (b) above.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 - City Rights. The Union recognizes and agrees that the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees; take all necessary actions to carry out its mission in emergencies; and, exercise complete control and discretion over its organization and work performance technology.

4.2 - Duty to Bargain Effects. When the decision to make the change is non-negotiable, but the effects of the decision are negotiable, the duty to provide notice and an opportunity to bargain arises at the time the decision is made and prior to taking action to implement the decision.

ARTICLE 5- UNION DUES DEDUCTION

5.1 - Union is authorized to use payroll deductions for collecting employee organizational dues monthly.

5.2 - The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

5.3 - In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

5.4 - The Union shall have the sole and exclusive right to have membership dues and voluntary deductions deducted for employees covered under this Agreement, upon appropriate written authorization by such employees to the Union. Union shall advise the City in writing of the membership dues and voluntary deductions to be deducted for each member. Union shall notify the City in writing of any changes to employee deductions thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues and voluntary deduction authorization.

5.5 - Union shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to the Union. The City shall deduct the approved bi-weekly membership dues and voluntary deductions in the pay period following receiving written notification from the Union.

5.6 - Employees in these Units who are members of the Union may withdraw from the Union at any time by sending notice to the Union. Union shall immediately certify to the City to terminate dues and voluntary deductions for any such employees, consistent with applicable law. An employee's deduction authorization shall automatically be canceled if the employee leaves the employ of the City or is transferred out of the Unit.

5.7 - The aggregate amount of Union dues deductions by the City shall be transmitted monthly to the Union. The City shall provide the Union with a list each month indicating the dues deducted from the pay of any Unit member and those Unit members for whom no deduction was made pursuant to the provisions of Sections 5.2, 5.3, and 5.6.

5.8 - The Union shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted, against the City arising from this Article, including on account of employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations regarding employee dues and voluntary deduction authorizations. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE 6- UNION REPRESENTATIVES

Three (3) Unit members selected by the Union may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first providing adequate notice to their supervisor. Additional employees who are not on duty may participate at no additional cost to the City. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

ARTICLE 7 -BULLETIN BOARDS

7.1 - Authorized Postings. The City will furnish adequate bulletin board space where currently available. Only areas designated by the Human Resource Department may be used for posting notices. Bulletin boards may be used for the following notices:

a) Scheduled Union meetings, agenda and minutes. Information on Union elections and election results.
b) Information regarding Union special, credit association, recreational, and related bulletins.
c) Reports of official business of the Union including reports of committees or the board of directors.
d) MOU, pay scales, job announcements, promotion lists, etc.
e) Such other items as may be approved by the Human Resource Director upon request of the Union.

7.2 - Posted Notices. Posted notices shall not be defamatory or violate any of the City's policies, nor shall they advocate election or defeat of candidates for public office. All notices to be posted may be dated and signed by an authorized representative of the Union. The Union may give notices to Unit members through the use of the City mail system and/or the City computer e-mail system.

ARTICLE 8- MEMORANDUM OF UNDERSTANDING COPIES

After it has been executed by the parties, the City shall provide the Union with one (1) executed copy and one (1) electronic copy (PDF) of this MOU. Union shall be responsible for providing copies of this MOU to Unit members at Union's expense. City shall also provide a copy of the executed MOU to any Unit member hired or promoted into the Unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 9 – MEETINGS

9.1 - Items of Mutual Concern. Upon mutual agreement of both the City and the Union, the parties may meet to discuss items of mutual concern. A meeting conducted under this section shall not

constitute a meet and confer or hearing under any grievance procedure.

9.2 - Use of City Facilities. The Union may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by the Union from the Administrative Services Director/Deputy City Manager or his/her designee. The Union shall be held fully responsible for any damages to and security of any facility that is used by the Union.

9.3 - Budget Oversight Committee. The City agrees to the creation of a Budget Oversight Committee, with the Union entitled to appoint one (1) member. Said Committee shall have an equal number of members appointed by the City's recognized Employee Union and the City. Said Committee shall be advisory only to the City Manager. City shall determine the necessity of meetings.

9.4- Subcontracting Work. The City shall notify the Business Agent of the Local Union of its intention to subcontract work performed by employees covered by this MOU no later than the date bids are requested for said contract work. The Union may comment on the proposed subcontracting and may request a meeting under Article 9 to discuss it or if applicable may ask for a meet and confer on the effects.

ARTICLE 10 - HOURS OF WORK

The parties agree that the City has the right to return to its traditional five day work week eight hour work day (5/8) work schedule, maintain its current four day work week ten hour work day (4/10) work schedule, or implement a nine day every two work week eighty work week (9/80) work schedule for some or all Union represented employees as appropriate in the sole discretion of the City as determined by each Department Head and with City Manager approval. The City shall provide at least thirty calendar day notice of a change in work schedules. Union represented employees employed by the City as of January 1, 2025 currently working alternative work schedules as of January 1, 2025 who are required to return to working the traditional five day work week eight hour work day (5/8) work schedule shall receive an additional three percent (3%) base salary wage increase for the time period that they are required to work that particular traditional work schedule. The Union reserves the option to waive this thirty day notice period.

For Employees working a (9/80) work schedule, the work period shall begin four hours after the start time of his or her eight hour shift on the day that corresponds with the employee's alternating regular day off such that the employee works four, nine-hour shifts and one four hour shift each seven-day work period. Employees working a traditional five day eight hour per work day (5/8) work week schedule or four day ten hour per work day (4/10) work week schedule will continue to maintain a week ending time of 11:59 pm on Sundays.

ARTICLE 11 · SALARIES, PERFORMANCE EVALUATIONS, RETIREMENT BENEFITS, AND EDUCATION INCENTIVE

11.1 - Salary classifications.

Unit classifications are assigned to salary ranges, as set forth below in accordance with the City's adopted Salary Table. Employees will be able to progress through the salary range as set forth in section 11.2.

CLASSIFICATION	***GRADE***
Administrative City Clerk	T79
Assistant Civil Engineer	T68
Associate Civil Engineer	T79
Associate Civil Engineer w/Certification	T79
Assistant Planner	T68
Assistant Public Works Director/City Engineer	T100
Associate Electrical Engineer	T85
Business Support Manager	T90
Capital Improvement Projects Manager	T85
CORE Manager	T85
Customer Service & Billing Manager	T85
Customer Service Supervisor	T79
Development Service Manager (Building Official)	T84
Economic Development Manager	T85
Electric Operations Manager	T100
Electric Engineering Supervisor	T90
Fleet Manager	T85
Grants Program Manager	T73
Homeless Services Director	T73
Management Analyst	T73
Planning Engineer	T76
Principal Civil Engineer	N/A
Power Resources & Revenue Administrator	T100
Public Works Program Manager	T85
Public Works Superintendent	T85
Purchasing Manager	T85
Recreation Manager	T81
Risk Management Analyst	T64
Senior Civil Engineer	T86
Senior Electrical Engineer	N/A
Senior Planner	T81
Streets/Parks Maintenance Manager	T70
Transit Manager	T85
Water/Wastewater Superintendent	T90

The City and the Union agree to meet and confer regarding the job description and salary range for the classification of Principal Civil Engineer at such time as the City desires to fund a position in that classification. The City reserves the right to fill the position with the current incumbent in the classification of Career Part-Time Associate Civil Engineer, or with any other qualified applicant, whichever best meets its needs at that time.

Targeted equity adjustments – Implement PSPC 2022 Total Compensation survey recommendations for Teamsters classifications. See attached effective October 26, 2022.

11.2 - Salaries, Performance Evaluations, Probationary Period & Assignment to Ranges.

(a) Effective upon the first full pay period following City Council approval of the new MOU, there shall be a cost of living adjustment increase of salary of 2%.

(b) Effective the first full pay period following January 1, 2025, there shall be a cost of living adjustment increase of salary that would be equal to the percentage change in CPI year over year from November 2023 to November 2024 for the Riverside-San Bernardino-Ontario CPI-U region as published by the U.S. Bureau of Labor Statistics up to a maximum of 4.0% (i.e. CPI percentage up to 4.0%) should the percentage change in CPI be above 2.0%. Should the percentage change in CPI be below 2.0%, then the cost of living adjustment increase of salary would be 2.0%.

(c) Effective the first full pay period following January 1, 2026, there shall be a cost of living adjustment increase of salary that would be equal to the percentage change in CPI year over year from November 2024 to November 2025 for the Riverside-San Bernardino-Ontario CPI-U region as published by the U.S. Bureau of Labor Statistics up to a maximum of 4.0% (i.e. CPI percentage up to 4.0%) should the percentage change in CPI be above 2.0%. Should the percentage change in CPI be below 2.0%, then the cost of living adjustment increase of salary would be 2.0%.

This increase is for all Unit members still employed at the time this MOU is adopted by City Council.

Ranges with defined steps are shown on the salary schedule provided herewith. The salary table is calibrated in approximate 2.5% increments. Annual increases for satisfactory performance will be a minimum of two (2) steps or approximately 5%. Department Heads will have the option of granting a higher salary increase based on exceptional performance with approval of the City Manager. Unit members will continue to be evaluated using the employee performance evaluation form.

Employee shall be granted a step increase upon receiving a satisfactory overall evaluation on the City approved employee evaluation form OR such step increase will be automatically implemented if employee's supervisor is thirty days late on giving such evaluation, retroactive to the due date of the evaluation.

A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein.

An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six (6) months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, then

the employee shall be granted the appropriate step increase effective the first pay period following the six-month re-evaluation period. Such step increase shall not be retroactive.

If the employee's performance continues to be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee's next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an Union business representative. The Evaluation Review Committee shall make any adjustment to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.

An employee at the top of his or her range shall have his or her performance evaluated at least annually within thirty (30) days of her/her anniversary date.

11.3 - Probationary Period. Employee will pass probation at the end of the one year probation period upon satisfactory performance evaluation, or shall pass probation if employee's supervisor does not provide the performance evaluation by the due date of such. The probationary period for promotions will remain at six (6) months.

Probation Extension on an employees' initial probation can be extended if necessary, for a period not to exceed six (6) months. If extended, such action must be extended during initial probation period. Any extended period of absence from duty four continuous weeks (2 pay periods) or more for any reason except scheduled vacation, will automatically cause a probation period to be extended equal to the period of absence.

The City agrees that as soon as practicable, job specifications will be reviewed to determine any necessary changes in minimum education requirements.

11.4 - California Public Employees Retirement System ("CalPERS") Formulas.

All Unit members hired prior to December 11, 2012 will remain eligible to receive the CalPERS retirement plan known as "two and one-half at fifty- five" retirement (2.5% @ 55) formula for Miscellaneous Employees.

Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as "classic members." (Approved by City Council through side letter December 11, 2012.)

Beginning January 1, 2013, new hires defined by CalPERS as "new members" shall receive the newly created 2% @ 62 retirement formula with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees' Pension Reform Act of 2013.)

11.5 - Contributions to CalPERS.

Effective January 1, 2013, all miscellaneous new hires defined by CalPERS as "new members" pay their full employee member contribution rate towards their CalPERS retirement benefit per the Public Employee's Pension Reform Act of 2013 (rates vary per retirement formula).

Effective the first full pay period that included January 22, 2013, all Union represented employees began paying their full member contribution rate as well to their respective retirement plan with CalPERS and the City eliminated any and all Employer Paid Member Contributions.

11.6 - FICA. – Unit members shall pay the employee's portion of the Federal Insurance Contributions Act ("FICA") tax and the City shall be responsible for payment of the employer's portion.

11.7 - Disability.

a) Each Unit member shall pay the cost of membership in the State Disability Insurance or other long term disability insurance selected by the City. City agrees to offer a short term disability program at the employee's expense provided that such short term disability program can be offered in conjunction with the City's existing long term disability insurance and the Short Term Disability waiting period will reduce from 30 days to 7 days.
b) An employee with sick leave accruals available may use their accruals in conjunction with STD/LTO benefits until exhausted. When sick leave is exhausted, an employee may use accumulated vacation leave and may also elect to use compensatory time to extend full pay as long as possible except when exempted by Human Resources Policy and the Family Leave Policy. An employee is prohibited from receiving more than 100% of salary in combined sick/vacation/comp time and the City mandated STD or LTD benefits.

11.8 - Direct Deposit. All Unit members shall be paid by direct deposit of their payroll check into an account of their choice, except those employees who either do not hold an account with a financial institution that offers direct deposit or who do not hold an account of any type. It shall be the responsibility of the employee to establish and maintain such account. When separation from the City is caused by death, payment of all outstanding compensation, including Salary and all remaining Sick Leave, Vacation, Comp Time or Holiday Time accruals shall be paid into the employee's direct deposit account the same as regular payroll.

11.9 - Residency Credit. All Unit members who reside within City limits shall receive one $150 per month per employee(s) discount against the cost of electric and water service during the period of such residence.

11.10 - Education Incentive. Unit members whose job specification does not require a bachelor's degree as a minimum requirement shall receive additional compensation of $200.00 per month for a Bachelor's Degree; employees who possess a Bachelor's Degree and a job related certificate shall receive $225.00 per month; employees who possess a Bachelor's Degree and a certification through a professional designation of official competency after taking a test or meeting established criteria by a universally recognized authority or association will receive $250.00 per month; employees who possess a Master's Degree will receive $275.00 per month; those employees who possess a Master's Degree and a certification through a professional designation of official competency after taking a test or meeting criteria established by a universally recognized authority

of association shall receive $300.00 per month.

11.11 – Bilingual Pay. Employees who have been certified as being fluent in a language other than English, or sign language shall receive five percent (5%) premium pay, if the need for fluency is: (1) necessary for: the current position, and (2) use of the language for compensation has been previously approved by the employee's supervisor and the Human Resources Department. Qualifications shall be based upon certification of a certifying authority selected by the City. Each employee shall be reviewed annually for bilingual pay as part of the annual evaluation. Authorization and continuation of premium pay shall be at the sole discretion of the City. Nothing contained herein shall preclude the City from requiring proficiency in a second language as a minimum job qualification for any future employee or position.

11.12 – Longevity Pay. Effective the first full pay period following City Council adoption of the new MOU, Employees shall receive additional compensation, effective on the employee's employment anniversary date, for Longevity as follows:

(a) Upon completion of ten (10) years of continuous service, employees will receive additional pay of one percent (1.0%) of base salary;
(b) Upon completion of fifteen (15) years of continuous service, employees will receive additional pay of one and one-half percent (total 1.5%) of base salary;
(c) Upon completion of twenty (20) years of continuous service employees will receive additional pay of two percent (total 2.0%) of base salary.

The longevity pay described above is not "stacked," e.g. an employee who has 20 years of continuous service or more would receive a total of 2.0% additional pay as longevity pay.

ARTICLE 12- COMPENSATORY TIME, OVERTIME AND ON-CALL PAY

12.1- Exempt Employees.

Except as outlined in Article 12.8, the following listed Unit classifications shall not receive overtime pay:

Administrative City Clerk
Assistant Civil Engineer
Associate Civil Engineer
Associate Civil Engineer w/Certification
Assistant Planner
Assistant Public Works Director/City Engineer
Associate Electrical Engineer
Business Support Manager
Capital Improvement Projects Manager
CORE Manager
Customer Service & Billing Manager
Customer Service Supervisor
Development Service Manager (Building Official)
Economic Development Manager

Electric Operations Manager
Electric Engineering Supervisor
Fleet Manager
Homeless Services Director
Grants Program Manager
Management Analyst
Planning Engineer
Principal Civil Engineer
Power Resources & Revenue Administrator
Public Works Program Manager
Public Works Superintendent
Purchasing Manager
Recreation Manager
Risk Management Analyst
Senior Civil Engineer
Senior Electrical Engineer
Senior Planner
Streets/Parks Maintenance Manager
Transit Manager
Water/Wastewater Superintendent

12.2 - Non-Exempt Employees.

The following Unit members are entitled to receive overtime pay:

Assistant Planner
Associate Planner
Assistant Civil Engineer

12.3 - Compensated time off for Non-Exempt employees listed in Article 12.2:

Non-Exempt Unit members shall be paid for all overtime at the rate of time and one-half (1-112) for each hour worked, or they shall accrue compensatory time off hours at the rate of one and one-half hour (1-1/2) for each hour worked up to a maximum of two-hundred forty (240) hours.

Unit members may exercise the option to cash out a maximum of sixty (60) hours of compensatory time off per fiscal year.

12.4 - Hours Worked. For purposes of overtime calculation, "hours worked" for non- exempt Unit members shall include time spent in required court appearances as set forth in Article 14. All other hours paid for but not worked, including, but not limited to vacation, holiday, sick leave, on call time and compensatory time off shall not be counted as hours worked for overtime calculation.

12.5 - Non-Exempt Overtime. All work performed by Unit members listed in Article 12.2 in excess of forty (40) hours per week shall be paid at the rate of one and one half times (1-1/2) the employee's regular hourly base rate of pay, except for employees who choose to be compensated in additional compensatory time as outlined in Article 12.3. All overtime worked shall be authorized by a supervisor in advance of working overtime hours, if possible. Otherwise, the claim for overtime

shall be subject to review by the Department Director.

12.6 - Non-Exempt On-Call Status. Only the employees listed in Article 12.2, the non FLSA exempt Unit members, shall be entitled to additional compensation for on call status. Unit members required to remain in an on call status shall, at employee's option, receive an additional eight (8) hours of compensatory time or pay at his/her regular rate for each week for such duty plus and additional one (1) hour for any week in which a holiday occurs. Unit members shall be entitled to receive the pro rata equivalent for any partial week.

When required to respond, Unit members shall receive, at employee's option, a minimum of two (2) hours of compensatory time or pay at his/her regular rate for any time worked during the first one (1) hour and compensatory time or pay at time and one-half (1-1/2) for each hour worked thereafter.

For purposes of this Article, Unit members shall be deemed to be in on call status only when all of the following conditions are met:

The appropriate Director has placed the employee in on call status by a notice in writing;

The employee is required to respond to the City Yard or other designated location within a specified time not to exceed thirty (30) minutes; and,

While on call the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to an emergency call and immediately commence the required job performance.

12.7 - CTO Cash-Out. In the event a Unit member terminates his or her employment, the City shall "cash out" the employee's accrued compensatory time. The employee shall be compensated for all such compensatory time at his/her then current, straight time rate of pay.

12.8 - Contract Overtime for Non-Exempt Employees. In assessing costs against such other agency for work performed by Unit members, the City shall assess compensation for such employee at the rate of one and one-half (1-1/2) times the regular rate of compensation. Represented employees shall receive in compensation the greater of that received from the third party agency for the employee's services or such compensation as he/she shall be otherwise entitled to under law and this MOU.

12.9 - Personal Leave. Unit members shall receive paid personal leave time accrued at a rate of 3.77 hours per pay period to compensate for time spent in excess of normal working hours in completing their responsibilities. This personal leave time shall be capped at a total of one hundred ninety-two (192) hours, at which time accrual shall cease until the unused balance of accrued time drops below the cap.

a) In the event a Unit member terminates his or her employment with the City, the employee shall be compensated for all accrued personal leave at his or her current rate of pay.
b) Unit members may elect to receive cash in lieu of up to 60 hours of personal leave accrual each calendar year, subject to the terms and conditions set forth below. To receive cash in lieu of leave accrual, an employee must submit an irrevocable written election form no later than

December 31st of the calendar year prior to the calendar year in which the employee wishes to receive cash in lieu of leave. The cash in lieu will be payable in the last pay period of November the following calendar year. Only leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for leave hours accrued in a prior calendar year are not allowed. If a Unit member for any reason would not have accrued the full amount elected for cash-out during the current year, the cash-out amount will be reduced accordingly. Employees may choose to have the cash-out amount made as an employee contribution to the 457 Deferred Compensation Plan, subject to the applicable elective contribution limits imposed by IRS regulations.

ARTICLE 13 - ACTING PAY AND PROMOTION PAY

13.1 - Unit members temporarily assigned by management to fill a vacancy in a higher classification, when the vacancy is created by a departure, or when the incumbent is absent in excess of twenty (20) work days, shall be compensated from the first day working such assignment, and consecutive days worked thereafter, at the lowest pay range of the incumbent which is at least five percent (5%) above the acting employee's normal rate of compensation while working in the higher classification. The conditions of this subsection are a prerequisite to the receipt of any higher acting pay. At such time as an employee is no longer performing work out of his permanent classification, he/she shall be compensated at his/her regular rate of pay for his/her permanent classification.

13.2 - Unit members promoted to work in a higher classification shall be paid five percent (5%) more than the employee received in the lower classification.

13.3 - Temporary assignments to perform work out of a Unit member's permanent classification shall be limited in duration to 960-hours in any one (1) year. A time extension to the temporary assignment beyond the initial six months may be made with the concurrence of the Union in writing.

ARTICLE 14 - PAY FOR JURY DUTY & COURT APPEARANCES

Any Unit member who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him/her shall be paid into the City treasury. Any employee, who shall be called as a witness arising out of and in the course of his/her City employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, but he/she may, however, use vacation leave, holiday leave, personal leave or compensatory leave for such absence.

ARTICLE 15 - SAFETY, EQUIPMENT, AND TRAINING

15.1 - The City will provide Unit members safety equipment in accordance with California State Law. Effective the first full pay period in January, 2013, and annually thereafter, the City shall

provide a yearly boot/safety shoe allowance of two-hundred fifty dollars ($250) to each employee who is required, by nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the department head. Departmental standards shall not be less than those which may be required by CAL/OSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

15.2 - The City shall reimburse Unit members the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the appropriate supervisor the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to two-hundred dollars ($200) per pair per year. Replacement for watches is limited to one-hundred dollars ($100) per year. Replacement of items will be secondary to any applicable insurance.

15.3 - A Joint Safety and Training Committee shall be continued.

a) Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and the Union. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The Union and City may agree to meet more frequently on a regular or special basis. The Committee may review work practices, training, procedures and rules and may recommend changes in the interest of health and safety. The Committee may review all serious accidents, injuries or fatalities, and include recommendations resulting from its review in the Committee's minutes.
b) Reporting. Minutes of all Committee meetings shall be posted on Union bulletin boards, with copies to the Human Resource Department and to the Business Agent of the Local Union, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committees or by the Committees to City Management will be responded to within a reasonable time and the answers posted on Union bulletin boards.
c) Findings. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 16– MILEAGE, MEALS AND OTHER REIMBURSEMENTS

16.1 - Effective the first full pay period following Council approval of new MOU, employees who do not have a City vehicle assigned to them for use during their working time and who have submitted the required information and documents related to vehicle use for work will be provided with a three-fifty ($350) per month vehicle allowance under this section. The City also provides employees with mileage reimbursements as provided in the Administrative Policy E-1 dated September 1, 2001, except that AP E-1 item C.4 was amended as follows: mileage for trips exceeding forty (40) miles round trip shall be reimbursable at the current IRS rate for total trip mileage that exceeds forty (40) miles, an employee may only request reimbursement for

expenses equal to or greater than twenty dollars ($20) and an employee must keep record of the mileage or aggregate from multiple trips to establish the twenty dollar ($20) minimum.

16.2 - All Unit members receiving such vehicle allowance shall name the City as an additional named insured on any policy of insurance providing coverage for the vehicle used by the employee for the purposes set forth herein. Proof of current insurance shall be available upon request.

16.3 - Unit members assigned a take home vehicle shall be reimbursed for use of their own vehicle for authorized City business at the rate set by the Internal Revenue Service.

16.4 - Unit members shall be reimbursed for meals as per the Administrative Policies of the City and in compliance with IRS rules, whichever is more current.

16.5 - The City shall bear the full cost of any fidelity or other bonds required of Unit members under any law or ordinance.

ARTICLE 17 - TUITION, AND PROFESSIONAL TRAINING AND TRAVEL

17.1 - Qualifications. Maximum reimbursement to all permanent employee Unit members shall be four thousand five hundred dollars ($4,500) per fiscal year for tuition and required books related to classes qualified for tuition reimbursement. Tuition paid will be reimbursed for courses approved by the Department Head and taken in an accredited educational institution provided that:

The subject matter of the course relates to obtaining a degree, including prerequisites, or relates directly to and contributes toward the employee's position with the City.

The employee has received at least a competent proficiency rating on the last evaluation report.

The employee has furnished evidence that the course has been completed with at least a 'C' grade or "pass" grade, verified by Human Resources.

17.2 - Reimbursement.

Requests for reimbursement must be completed and returned to the Human Resources Department within three (3) weeks after receipt of course completion documentation. (No reimbursement will be made without bona fide receipts or documentation.)

Reimbursements will be made only after proof of completion of course with minimum 'C' average or "pass" and satisfactory receipts of payment for tuition are approved by the Human Resources Department.

17.3 - Training. The City hereby agrees to pay, as outlined in Article 16, the travel and subsistence expenses of Unit members for professional and official travel, meetings, and occasions required to continue the professional development of Unit members and to adequately pursue necessary official and other functions of the City, including but not limited to annual state conference of the California League of Cities, and such other national, regional, state and local governmental groups provided it is budgeted in the annual operations budget. Time spent in City required and

approved training or conferences, including travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements. Reimbursement for meals, lodging or travel are subject to IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

17.4 – Tools. The City hereby agrees to finance at no interest the purchase of any job- related tools or equipment that serve the professional development of any Unit members over the term of this MOU. Such tools and equipment shall be approved in advance by the Human Resource Department. Repayment to the City by the Unit member shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years.

ARTICLE 18 - SICK LEAVE

18.1 - Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

18.2 - Use of Sick Leave. Sick leave shall be granted only where consistent with the City's Sick Leave policy (currently AP-01), except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02).

18.3 - Elective Sick Leave Cash Out

Unit members may elect to receive cash in lieu of up to 96 hours of sick leave accrual each calendar year, subject to the terms and conditions set forth below. To receive cash in lieu of leave accrual, an employee must submit an irrevocable written election form no later than December 31st of the calendar year prior to the calendar year in which the employee wishes to receive cash in lieu of leave. The cash out must not reduce the employee's available sick leave bank at the time of the cash-out below eighty (80) hours. The cash in lieu will be payable in the last pay period of November the following calendar year. Only leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for leave hours accrued in a prior calendar year are not allowed. If a Unit member for any reason would not have accrued the full amount elected for cash-out during the current year, the cash-out amount will be reduced accordingly. Employees may choose to have the cash-out amount made as an employee contribution to the 457 Deferred Compensation Plan or to the Retiree Health Savings plan, subject to any applicable elective contribution limits imposed by IRS regulations.

Sick Leave Upon Separation. Upon separation, service retirement, disability retirement, or termination, a Unit member shall be eligible to receive a cash payment for accrued sick leave in the "Banks" in an amount equivalent to straight time, to a maximum of ninety-six (96) hours. After ten (10) years of continuous City service, all hours accrued in the "Bank," less the total hours cashed out in 18.3, shall be eligible for conversion to cash in an amount equivalent to thirty percent (30%) of such unused sick leave. After twenty (20) years of continuous City service, a represented employee shall be eligible to convert to cash an amount equivalent to fifty percent (50%) of all unused sick leave. Such reimbursement to be computed based upon the employees' final compensation rate. (See AP-01.)

Sick Leave Conversion. Beginning with the eleventh (11) year of City service, Unit members may

convert the value of the total amount of their sick leave bank minus forty (40) hours to either Deferred Compensation or the Retiree Health Savings via an irrevocable election. Conversion forms are due no later than November 1st of the eleventh year of service. The irrevocable option will be converted the following calendar year in the pay period that includes January 1st.

18.4 - Bereavement. All Unit members covered by this MOU are granted bereavement leave. In the event of the death of a member of their family, including spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner, the employee shall be allowed five days, thirty (30) hours of which are with pay, bereavement leave for each death of a family member. For the unpaid time between the 30 hours and five days, an employee may use vacation, compensatory time, sick leave, or any other paid leave that would otherwise be available. In the event of the death of a spouse or multiple family deaths occurring within a twenty-four (24) hour period, the employee shall be allowed forty (40) hours of bereavement leave.

18.5 - Bereavement- Use of Leave Balances. In addition to the foregoing bereavement leave, the Unit member may also utilize up to twenty (20) hours from accrued sick leave, if there is a death of a family member and up to forty (40) hours from accrued sick leave in the event of the death of a spouse or multiple family deaths. If the employee has insufficient accumulated sick leave to exercise this option, then the employee may utilize accrued vacation, or compensated time off for the additional bereavement leave.

18.6 - Administrative Leave. Employees will be granted paid time off based on their regular work schedule. Employees will be compensated for holidays while they are on paid administrative leave.

ARTICLE 19 - VACATION AND HOLIDAY LEAVE.

19.1 - Vacation Leave Accruals. Unit member vacation leave shall accrue in accordance with the following schedules:

(a) One (1) through four (4) years of service:
Ten (10) eight (8) hour days per year = three and eight hundredth (3.08) hours per pay period

(b) Beginning the fifth (5th) year through the ninth (9th) year:
Fifteen (15) eight (8) hour days per year = four and sixty-two hundredth (4.62) hours per pay period

(c) Beginning the tenth (10th) year & thereafter:
Twenty (20) eight (8) hour days per year= six and fifteen hundredth (6.15) hours per pay period

19.2 – Maximum Vacation Leave Accrual. Vacation leave may be accrued to a maximum of three-hundred twenty (320) hours. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said employees uses a portion of his/her vacation leave and his/her vacation leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any vacation leave lost as a result of this Article.

19.3 - Vacation Leave Approval Required. Vacation leave may be taken with approval of the employee's supervisor, and as otherwise consistent with the policies of the City. Vacation leave

may be taken at any time after six (6) months of City employment. Vacation leave taken shall not be in excess of that actually accrued at the time such vacation leave is taken. Vacation leave must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the employee's supervisor.

19.4 - Vacation Leave Payment upon Termination. Any Unit member who has been in continuous full-time service of the City for a period 960 hours, who is about to. terminate his or her employment, and has earned vacation leave to his/her credit, shall be paid for such vacation leave within one payroll period of the effective date of such termination.

19.5 – Elective Vacation Leave Cash Out. Unit members may elect to receive cash in lieu of up to 80 hours of vacation leave accrual each calendar year, subject to the terms and conditions set forth below.

To receive cash in lieu of leave accrual, an employee must submit an irrevocable written election form no later than December 31st of the calendar year prior to the calendar year in which the employee wishes to receive cash in lieu of leave. The cash out must not reduce the employee's available vacation leave bank at the time of the cash-out below eight (80) hours. The cash in lieu will be payable in the last pay period of November the following calendar year. Only leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for leave hours accrued in a prior calendar year are not allowed. If a Unit member for any reason would not have accrued the full amount elected for cash-out during the current year, the cash-out amount will be reduced accordingly.

Employees may choose to have the cash-out amount made as an employee contribution to the 457 Deferred Compensation Plan, subject to the applicable elective contribution limits imposed by IRS regulations.

19.6 - Holiday Leave Accrual. The following holidays shall be granted to employees: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas and New Year's Eve.

One (1) ten (10) hour floating holiday will be credited to Employee's Holiday Leave bank July 1st each year. Accrued floating holiday hours may be taken in one- hour increments. Leave balances must be used during the fiscal year or they will be cashed out according to Administrative Policy A-30.

Effective July 1st, 2013, all of a Unit member's existing holiday leave hours were moved to a new unique leave account bank. The cash value of any holiday leave hours in the unique leave account bank shall be equal to and, upon cash-out, remain at the employee's then current pay rate. Upon termination, for any reason, the employee shall be entitled to one- hundred percent (100%) of the unused holiday leave on the books then existing, including in the unique leave bank account.

19.7 - Holiday Leave Approval Required. Holiday leave (section 19.6 (a) and (b)) other than City recognized holidays (City Hall closed) must be approved a minimum of fourteen (14) days in advance of the first day of such leave. Exceptions may be made to the fourteen (14) day notice

requirement for emergencies or at the discretion of the Unit member's supervisor.

19.8 - Holiday Leave Payment Upon Termination. Any Unit member, who is about to terminate his/her employment, and has earned Holiday leave to his/her credit, shall be paid for such holiday leave within one payroll period of the effective date of such termination at the employee's then current rate of pay.

19.9 - Additional Holidays. If, during the term of this MOU, the City Council recognizes an additional Holiday for City employees, Unit members will be granted the holiday.

19.10 - Promotional Pay Out of Leave –When employees transfer/promotions occur between bargaining groups, the leave hours will be transferred and maintained by the employee, not cashed out.

ARTICLE 20 - CAFETERIA PLAN

20.1.1 – Pre-January 1, 2024 Benefits. Effective July 1, 2019, the cafeteria plan contribution will be increased by $50 to $1,400 per month, or $16,800 annually to each Unit member for the cafeteria benefits plan detailed in this section.

Said contribution shall first be used to provide for health insurance for the employee. Employee shall be covered by health insurance with a City approved health plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the City's Human Resource Department.

The balance may be used for any of the following or any combination thereof:

1. Health insurance for employee's spouse and/or dependents;
2. Dental Insurance for employee, spouse and/or dependents;
3. Eye care plan for employee, spouse and/or dependents;
4. Deferred compensation programs;
5. Eye care plan for employee, spouse and/or dependents; and
6. Supplemental insurance options.

a) Unit members may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income.
b) The City will pay for life insurance in the amount of one-hundred fifty thousand dollars ($150,000) and the Unit member will pay the taxes on the portion of the premium attributable to coverage above fifty thousand dollars ($50,000).
c) During the term of the MOU, upon written notice by the City, parties agree to reopen this Article and begin meeting and conferring no later than two weeks following such written notice.

20.1.2 – Benefits Effective January 1, 2024.

The parties have completed the above re-opener negotiations of this Article. The following is effective January 1, 2024. Accordingly, the above Pre-January 1, 2024 Benefits under 23.1.1 shall no longer be in effect as of January 1, 2024.

(a) Health Benefit Contributions and Benefit Money.

i. Healthcare Plan Contributions – Effective January 1, 2024, the City shall contribute for each employee who participates in a City Healthcare Plan a maximum amount up to the 2024 rates for mid-tier HMO Healthcare Plan (Blue Shield Access+), which are stated below.

BS ACCESS+	
Single Employee	$756.65
2 Party	$1,513.30
Family	$1,967.29

Beginning January 1, 2025 and annually thereafter on January 1, the maximum annual inflator for the City contribution increase is up to 2.5% above the maximum contribution amount for rates for mid-tier HMO Healthcare Plan (Blue Shield Access+ in 2024) of the prior year.

ii. In addition to the healthcare plan contribution, employees participating in the City Healthcare Plan shall receive the following amounts as cafeteria plan Benefit Money.

Single Employee	$600
2 Party	$250
Family	$250

Employees may use the Benefit Money stated above for any combination of the following cafeteria plan benefits: (1) dental insurance for employee, spouse, and/or dependents; (2) vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Benefit Money is forfeited.

*Because of requirements related to the 457 plan election, those employees who are currently contributing to their 457 plan amounts for 2024 from their cafeteria plan contribution would continue to maintain their current level of contribution using the cafeteria plan contribution through the end of 2024 only.

Employees shall be responsible for paying any cost for the employee's selected cafeteria plan benefits that exceed the City's contribution described above.

(b) Option to Opt-Out with Proof of Alternative Minimum Essential Coverage.

Employees who provide the City with reasonable evidence of alternative minimum essential coverage can decline, in writing, coverage under the City's Healthcare Plans and will not receive any cafeteria plan contribution from the City.

i. Employees hired before July 1, 2024 may opt out and choose to receive a maximum cash out of $1,000 per month as taxable income that is not includable as compensation earnable or pensionable compensation for CalPERS purposes if they meet the conditions of the eligible opt out arrangement described below. Such employees would also receive $150 per month as Non-Medical Benefit Money that may be used for (1) dental insurance for employee, spouse, and/or dependents; (2)

vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Non-Medical Benefit Money is forfeited.

ii. Employees hired after July 1, 2024 may opt out and choose to receive a maximum cash out of $500 per month as taxable income that is not includable as compensation earnable or pensionable compensation for CalPERS purposes if they meet the conditions of the eligible opt out arrangement described below. Such employees would also receive $150 per month as Non-Medical Benefit Money that may be used for (1) dental insurance for employee, spouse, and/or dependents; (2) vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Non-Medical Benefit Money is forfeited.

*Because of requirements related to the 457 plan election, those employees who are currently contributing to their 457 plan amounts for 2024 from their cafeteria plan contribution would continue to maintain their current level of contribution using the cafeteria plan contribution through the end of 2024 only.

iii. Eligible Opt Out Arrangement – The eligible opt out arrangement conditions that must be satisfied in order for an employee to receive cash for opting out of the City's Healthcare Plan coverage are as follows:

a. The employee and the employee's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);
b. A Tax Family means all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year for which the eligible opt out arrangement applies;
c. The employee must provide reasonable evidence of the alternative minimum essential coverage for the employee and their Tax Family for applicable period. Reasonable evidence may include an attestation by the employee;
d. The employee must provide the evidence/attestation every plan year;
e. The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
f. The cash for opting out cannot be made if the City knows or has reason to know that the employee or the employee's tax family member does not have alternative minimum essential coverage.

20.2 – IRS 125 Flexible Spending Plan (Cafeteria Plan). During the term of this MOU, the City shall maintain an Internal Revenue Service (IRS) Section 125 plan which will allow Unit members to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both, as well as health and welfare insurance premiums, with the exception of disability insurance premiums.

ARTICLE 21 - LAYOFFS AND RE-EMPLOYMENT

21.1 - Purpose. The purpose of this Article is to provide a fair and equitable basis for the reduction of full-time classified personnel due to insufficient work or funds.

21.2 - Reasons for Layoff. The City retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means that a category of work effort within the City can be fulfilled with fewer employees at an acceptable level of service. Lack of funds means that the City cannot sustain operations at the current level of employment within the funding available.

21.3 - Notice of Layoff. Any layoff initiated under the provisions of this MOU can take place at any time during the year. The City shall notify the affected Unit members in writing at least sixty (60) calendar days prior to the employee's last day of work. The City reserves the right to pay the employee for such sixty (60) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be forwarded to the appropriate Union representative. Any notice of layoff shall specify the reason for the layoff and effective date. The form, procedure and timing of such notice shall be subject to the established Grievance Procedure, provided however, that the City's decision to layoff is not subject to the Grievance Procedure. The date of layoff shall not be delayed by the pendency of a grievance.

21.4 - Order of Layoff. Any layoff shall be effective within classes determined by the City. The order of layoff shall be based on the City Manager's evaluation of critical position function and seniority measured as the length of uninterrupted service within the class as measured to the date of the layoff notice.

21.5 - Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, then the determination as to who has seniority shall be based upon total length of uninterrupted service with the City

21.6 - Re-Employment Rights.
Any Unit member who has been given a written notice of layoff may compete for any open position for which he or she is qualified. The City will make reasonable efforts to notify the affected employee of any position that is open or any future position that is opening for the Unit member's consideration. The Human Resource Department shall receive and date the resume/application and set up testing for the Unit member who is qualified for that position. The Unit member shall compete with any other laid off employee who also qualifies for that position. A Unit member that has been laid off and is qualified shall compete for the position that has opened or that is opening prior to it being open to present employees or to the public.

Unit members who have been laid off or reduced in classification under the provisions of this Article shall be placed upon reemployment lists for a period of two (2) years, or until they are re-employed with the City, whichever occurs first. For purposes of this section, "reemployment" means any full-time employment with the City. Employees on a reemployment list shall have hiring preference for vacancies in their original classifications in order of their respective seniorities within those classifications, with the most senior employees having first preference. Employees on such reemployment lists shall also have preference over new hires in applying for vacancies in bargaining unit classifications other than those from which they were laid off, and according to the City's usual and customary hiring practices.

(c) This Article shall be implemented consistent with the provisions of Administrative Policy AP-10.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 - FLSA Applicability. As to all Unit members, no discipline may be imposed except as consistent with FLSA rules for the applicable class of exempt employee.

22.2 - Grievable Matters. Any permanent employee in the Unit who has a grievance based upon his/her demotion, dismissal, reduction in pay, improper treatment, violation of the personnel ordinance or salary resolution, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this Article. This right shall not extend to complaints concerning Performance Evaluation forms.

22.3 - Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the Unit member and, if he/she desires, his/her representative, and the immediate supervisor. Presentation of such grievance shall be made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

22.4 - Step One. If the grievance is not adjusted to the satisfaction of the Unit member under the procedures set forth in Sections 22.3 above, the employee or his/her representative may submit the grievance, in writing, to their department head, within fourteen (14) calendar days after the completion of the last step under paragraph 23.3 above. The department head and a representative of the Human Resources department shall meet with the employee and his/her representative if applicable, within fourteen (14) calendar days of receipt of such written grievance, and the department head shall deliver a decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

22.5 - Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedure set forth in Section 22.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 22.4 above of his/her intent to submit the matter to advisory arbitration. The procedures set forth below shall be followed.

a) Within seven (7) calendar days of receipt of the written notice, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and the Union shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, the Union and the City shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. The Union shall strike the first name.
c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the advisory arbitration hearing.
d) The cost of the arbitrator shall be split equally by the City and the Union.
e) All arbitration proceedings shall be recorded. The arbitrator shall be required to provide both parties with a decision and with written findings of fact in support of the decision. The

arbitrator's decision shall be consistent with and supported by the substantive law.

22.6 - Step Three. Within seven (7) calendar days after the Union and City receive the advisory arbitrator's recommendation, either party may submit written argument whether the arbitrator's opinion should be accepted, rejected or modified. Within fourteen (14) calendar days after the seven (7) day period above has expired, the City Manager shall advise the Union and the department head whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be final and binding.

22.7 - Time Extensions. The above time limits may be changed by mutual agreement.

ARTICLE 23- SAVINGS CLAUSE

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU with the remainder of this MOU remaining in full force and effect Upon the issuance of a decision by a Court of Competent Jurisdiction declaring any section of this MOU to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer as soon as possible concerning only those sections.

ARTICLE 24 - COMPLETE AGREEMENT

Anything contained herein to the contrary notwithstanding, during the meeting and conferring resulting in this MOU, the City and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Meyers-Milias-Brown Act imposes an obligation to meet and confer. Except as specifically set forth elsewhere in this MOU, the City expressly waives its right to require the Union meet and confer, and the Union expressly waives its right to require the City to meet and confer, over all matters as to which the Meyers-Milias-Brown Act imposes an obligation to meet and confer, whether or not: (a) such matters are specifically referred to in this MOU; (b) such matters were discussed between the City and the Union during the negotiations which resulted in this MOU; (c) such matters were within the contemplation of or knowledge of the City or the Union at the time this MOU was negotiated and executed. This MOU contains the entire understanding, undertaking, and agreement of the City and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article, and finally determines all matters of meeting and conferring for its term. Changes in this MOU, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the City and the Union.

ARTICLE 25 - RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and the Union regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt this MOU

as a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR SIGNATURES TO BE AFFIXED THIS ___ DAY OF _____, 2024.

Teamsters Local, 1932

Date: _____, 2024

By:

Rich Smith, Business Agent	Brandon Robinson, Employee Representative
	Emery Papp, Employee Representative
	Carla Young, Employee Representative
	Patrick Safari, Employee Representative

CITY OF BANNING REPRESENTATIVES

Date: _____, 2024

By:

Doug Schulze, City Manager	Lincoln Bogard, Administrative Services Director
Nicole Jews, Human Resources Manager	
Arturo Vela, Public Works Director	

Attest:

By: _____

City Clerk

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-195, Approving A Successor Memorandum of Understanding with the International Brotherhood of Electrical Workers (IBEW) Local 47 Representing the General Unit Employees, Effective July 1, 2024, through December 31, 2026, and Authorizing the City Manager to Finalize and Execute a Successor Agreement**

RECOMMENDATION:

Adopt Resolution 2024-195.

BACKGROUND:

City Council has previously approved a Tentative Agreement (TA) with IBEW General Unit for the bargaining period of July 1, 2024, through December 31, 2026. Council approved a TA with the group in Closed Session on November 12, 2024. The General Unit met and ratified that successor Tentative Agreement and now Council is requested to accept the resulting Memorandum of Understanding.

JUSTIFICATION:

The City Council must ratify the MOUs for execution by the City Manager.

FISCAL IMPACT:

The fiscal impact was discussed with City Council in closed session.

ALTERNATIVES:

Do not adopt Resolution 2024-195 and provide staff alternate direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-195, IBEW General MOU.docx
2. 12.4.24 IBEW General 2024-2026 MOU (Clean).docx

RESOLUTION 2024-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL 47 REPRESENTING THE GENERAL UNIT EMPLOYEES, EFFECTIVE JULY 1, 2024, THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A SUCCESSOR AGREEMENT

WHEREAS, the City of Banning ("City") has formally recognized the International Brotherhood of Electrical Workers Local 47 ("IBEW') as the exclusive employee organization for the General Unit employees bargaining unit; and

WHEREAS, the prior Memorandum of Understanding ("MOU") between the City and the IBEW expired on June 30, 2024; and

WHEREAS, the City labor representatives and IBEW representatives have successfully met, conferred and signed a Tentative Agreement on the deal points for a successor MOU for the period of July 1, 2024, through December 31, 2026, pursuant to the Meyers-Milias-Brown Act (MMBA) (Gov't code Sections 3500-3511) and the City's Employer-Employee Relations Resolution 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, the IBEW membership has ratified the Tentative Agreement for a successor MOU, where once approved by the governing body and the resulting final MOU is signed by the City Manager and IBEW representatives becomes a binding agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby approves the Successor MOU between the City and IBEW (Local 47) representing the General Unit Employees, for the period of July 1, 2024, through December 31, 2026.

SECTION 2. The City Council hereby authorizes and directs the City Manager or designee to finalize and execute the Successor MOU, based on the approved Tentative Agreements, on behalf of the City of Banning.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-195, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
IBEW General Unit MOU for 2024-2026

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 47 GENERAL UNIT (IBEW – GENERAL)

MEMORANDUM OF UNDERSTANDING

July 1, 2024 – December 31, 2026

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47 REPRESENTING THE GENERAL EMPLOYEES UNIT FOR THE PERIOD July 1, 2024 THROUGH DECEMBER 31, 2026

ARTICLE 1 - PREAMBLE

1.1 This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into between the City of Banning (hereinafter referred to as the "City"), a Municipal Corporation, and the authorized representatives of the International Brotherhood of Electrical Workers -Local 47 (hereinafter referred to as "IBEW-Local 47"), the recognized employee organization representing the General Employees Unit of representation (hereinafter referred to as the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500. - 3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

1.2 Recognition. The City continues to recognize IBEW-Local 47 as the exclusive recognized employee organization representing full time, permanent employees in the Unit or hereafter employed by the City and eligible for inclusion in the Unit. All included provisions of this MOU apply only to employees who are covered by the MOU. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any representational unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 Term. Except as otherwise provided herein, this MOU between the City and IBEW-Local 47 relative to wages, hours, and other terms and conditions of employment shall become effective upon approval by City Council and thereafter shall remain in full force until its term expires at close of business on December 31, 2026, except that if no successor MOU has been negotiated and approved by December 31, 2026, then this MOU shall extend and not be terminated until such time as a successor MOU is approved by City Council or City Council unilaterally implements its last, best and final offer after impasse procedures have been followed, whichever occurs first.

1.4 Represented Classifications. This MOU covers employees in the following classifications:

Classification Table Effective 10/26/2022	**Salary Range**
Accountant	61
Accountant II	64
Accounting Specialist	58
Animal Control Officer	56
Building Permit Specialist	55
Building Inspector	62
Building Maintenance Specialist I	53

Building Maintenance Specialist II	55
Building Maintenance Specialist III	57
Bus Driver	48
Bus Driver Lead/Trainer	55
Buyer	66
Cable Services Specialist	44
Code Compliance Officer	58
Case Manager Specialist	54
Code Compliance Supervisor	70
Custodian	34
Development Project Coordinator	61
Economic / Redevelopment Project Coordinator	
Engineering Services Assistant	48
Executive Secretary	53
Fleet Maintenance Mechanic I	53
Fleet Maintenance Mechanic II	55
Fleet Maintenance Mechanic III	57
Lead Fleet Maintenance Mechanic	59
Lead Police Records Specialist	
Public Safety Dispatcher Supervisor	56
Maintenance Worker I	49
Maintenance Worker II	51
Maintenance Worker III	53
Motor Sweeper Operator	50
Multimedia Specialist	70
Office Specialist	49
Payroll Coordinator	53
Police Records Assistant I	51
Police Records Assistant II	55
Program Coordinator	55
Property Evidence Specialist	63
Public Safety Dispatcher	59
Public Works Inspector	64
Purchasing Assistant	52
Receptionist	
Recreation Coordinator	51
Senior Building Inspector	67
Senior Code Compliance Officer	64
Senior Maintenance Worker	55
Senior Utility Billing Representative	50
Environmental Program Coordinator	61
Transit Field Supervisor	64
Customer Service Utility Billing Representative	45
Work Release Crew Lead	55

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

2.1 Other Written Policies. It is understood and agreed that all such written ordinances, policies, resolutions, rules and regulations, including, but not limited to, the Personnel Rules and Regulations of the City, the Employer-Employee Relations Resolution (Resolution No. 2010-45); and the Administrative Manual of the City shall remain in effect during the course of this MOU subject to amendment or deletions as otherwise provided herein.

2.2 Past Practice. For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the Unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU. As of the .effective date of this MOU, all past practices preexisting this MOU shall be deemed to be void and of no further force and effect.

2.3 Meet and Confer. The City and IBEW-Local 47 agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of City ordinances, resolutions, rules and regulations, including but not limited to, the City's Personnel Rules and Regulations, the Employer-Employee Relations Resolution (Resolution No. 2010-45) and the Administrative Policies of the City and the City's Police Department, to the extent that such documents contain mandatory subjects of bargaining pursuant to the Meyers-Milias-Brown Act. Should an impasse be reached following such meet and confer sessions; the provisions of the Employer- Employee Relations Resolution (Resolution No. 2010-45) and state law will apply.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Non Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of IBEW-Local 47.

3.2 Employee Organization Membership. IBEW-Local 47 will accept into membership all eligible persons of the Unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable law.

3.3 Rights Granted by State and Federal Law. Except as otherwise provided in this MOU, the employees covered by this MOU shall have all rights which may be exercised in accordance with State and Federal Law, and applicable ordinances, resolutions, rules and regulations. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 28.

3.4 Additional Employee Rights. Employees shall also have:

(a) The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer- employee relations.

(b) The right to refuse to join or participate in the activities of employee organizations.

(c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by other employees, employee organizations, management or supervisors, as a result of their exercise of rights indicated in (a) and (b) above.

ARTICLE 4 -MANAGEMENT RIGHTS

4.1 City Authority & Management Prerogative. IBEW-Local 47 recognizes and agrees that, except as limited by this MOU, the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees and to establish and change work schedules and assignments and to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and work performance technology.

4.1.1 -When the decision to make the change is non-negotiable, but the effects of the decision are negotiable, the duty to provide notice and an opportunity to bargain arises at the time the decision is made and prior to taking action to implement the decision.

4.2 Subcontracting. At no time shall the City subcontract work that was previously completed by IBEW-Local 47 represented employees whose services have been terminated without prior notification to meet and confer with the IBEW-Local 47 representative.

4.3 Volunteers.—The City agrees that volunteers shall not be used to fill positions or replace work previously performed by terminated or laid off IBEW-Local 47 members except on a temporary basis during the recruitment process for a Unit classification for which the Unit member resigned or was terminated for reasons other than lay off.

ARTICLE 5 -PROBATIONARY PERIOD

5.1 Probation Period. All employees appointed to a position represented by IBEW-Local 47 shall serve a twelve (12) month probationary period. The probationary period shall be considered a part of the examination and selection process and shall not include any time served under any limited service or provisional appointment, but shall start from the time of appointment to a regular position. After serving six (6) months in the probationary period, the employee shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. The employee will pass probation at the end of the probation period upon a satisfactory performance evaluation, or shall pass probation if employee's supervisor does not provide the performance evaluation on time.

5.2 Probation Period for Promotions or Reclassification. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted or reclassified to another position, shall serve a six (6) month probationary period in the new position. At the conclusion of the probationary period, upon a satisfactory performance evaluation, employees shall pass probation and receive a salary increase of two (2) steps, or shall pass probation and receive the pay increase if employee's supervisor does not provide the performance evaluation on time. This will be the employee's new anniversary date for future performance evaluations/merit increases.

5.3 Probation Period Extension. Probation Period on an employee's initial probation can be extended if necessary, for a period not to exceed six (6) months. If extended, such action must be extended during initial probation period. Any extended period of absence from duty of four continuous weeks (2 pay periods) or more for any reason except scheduled vacation, will automatically cause a probation period to be extended equal to the period of absence.

ARTICLE 6 -DUES DEDUCTION; AGENCY SHOP

6.1 Dues Deduction. The Union may have the regular dues of its bargaining unit members deducted from their paychecks under the following procedures:

6.2 Sufficient Earnings. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the IBEW-Local 47 dues deduction authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

6.3 Non-Pay Status. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over IBEW-Local 47 dues.

6.4 Dues Authorization. The Union is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. Union shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to the Union. The City shall deduct the approved

bi-weekly membership dues and voluntary deductions in the pay period following receiving written notification from the Union.

6.5 Dues Cancellation. An employee's authorization for a payroll deduction of IBEW-LOCAL 47 dues may be cancelled at any time by written notice from the employee to IBEW-Local 47, and employee may pay dues directly to IBEW-Local 47. An employee's deduction authorization shall automatically be cancelled if the employee leaves the employ of the City or is transferred to a position not within the Unit. Union shall advise the City in writing of the membership dues and voluntary deductions to be deducted for each member. Union shall notify the City in writing of any changes to employee deductions thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues and voluntary deduction authorization.

6.6 Funds Transmission. The aggregate amount of such IBEW-Local 47 dues deductions by the City shall be transmitted monthly to the Business Manager/Financial Secretary of IBEW-Local 47. The City shall provide the Business Manager/Financial Secretary with a list each month indicating the dues deducted from the pay of any Unit member and those employees for whom no deduction was made pursuant to the provisions of Sections 6.2 and 6.3.

6.7 Indemnification. IBEW-Local 47 shall indemnify, defend, and hold the City harmless against any claims made, and against any suit instituted against the City arising from this Article, including on account of employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations regarding employee dues and voluntary deduction authorizations. In addition, Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE 7 - EMPLOYEE ORGANIZATION REPRESENTATIVES

7.1 Meetings. Two (2) employees selected by IBEW-Local 47 may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first securing approval of their Department Head twenty-four (24) hour in advance. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

7.2 Leave For IBEW-Local 47 Business. Upon not less than seven (7) calendar days' notice, City may grant a leave of absence for IBEW-Local 47 business to not more than three (3) employee(s) designated by IBEW-Local 47. Such leave shall not be denied without legitimate reason. Such leave shall be without pay, but will not be considered a break in continuous service with the City. The total amount of all such leaves taken pursuant to this section shall not exceed ten (10) days in any calendar year, per employee.

7.3 Notification of Representatives. IBEW-Local 47 shall notify the Human Resources Department of the name(s) of IBEW-Local 47 Stewards as such individuals are appointed by IBEW-Local 47 from time to time.

ARTICLE 8 - BULLETIN BOARDS

8.1 Authorized Postings. The City will continue to provide bulletin board space where currently available. Only areas designated by the Department Head may be used for posting notices. Bulletin boards may be used for the following notices:

(a) scheduled IBEW-Local 47 meetings, agenda and minutes.

(b) information on IBEW-Local 47 elections and the results.

(c) IBEW-Local 47 special, recreational, credit union and related bulletins.

(d) reports of official business of IBEW-Local 47. including reports of committees or the executive board of IBEW-Local 47.

(e) MOU, pay scales, job announcements, promotion lists, etc.

(f) such other items as may be approved by the Department Head or his/her designee upon request of IBEW-Local 47.

8.2 Posted Notices. Posted notices shall not be defamatory or violate any of the City's policies, nor shall they advocate election or defeat of candidates for public office. All notices to be posted shall be dated and signed by an authorized IBEW-Local 47 representative. IBEW-Local 47 may give notices to the represented employees through use of the City mail system and/or the City computer e-mail system.

ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES

After it has been executed by the parties, the City shall provide IBEW-Local 47 with seven (7) originals and one (1) copy of an electronic (PDF) version of this MOU. IBEW-Local 47 shall be responsible for providing copies of this MOU to represented employees at IBEW-Local 47 expense. City shall also provide a copy of the executed MOU to any represented employee hired or promoted into the represented Unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 10 - MEETINGS

10.1 Items of Mutual Concern. Upon mutual agreement of both the City and IBEW-Local 47, the parties may meet to discuss items of mutual concern. A meeting conducted under this section shall not constitute a meet and confer or hearing under any grievance procedure.

10.2 Use of City Facilities. IBEW-Local 47 may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by IBEW-Local 47 from the Department Head IBEW-Local 47 shall be held fully responsible for any damages to and security of any facility that is used by IBEW-Local 47.

10.3 Budget Oversight Committee. The City agrees to continue the Budget Oversight Committee, with IBEW-Local 47 entitled to appoint one (1) member. Said Committee shall have an equal number of members appointed by the City's recognized employee organizations and the City. Said Committee shall be advisory only to the City Manager. The City shall determine the necessity of such meetings. The City agrees to meet with the committee at least once per year.

ARTICLE 11 - HOURS OF WORK

11.1 Work Schedules. The parties agree that the City has the right to return to its traditional five day eight hour per work day (5/8) work week schedule, maintain its current four day ten hour per work day (4/10) work week schedule, or implement a nine day every two work week eighty hour (9/80) work schedule for some or all IBEW-Local 47 represented employees as appropriate in the sole discretion of the City as determined by each Department Head and with City Manager approval. The City shall provide at least two weeks (14 calendar days) notice of a change in work schedules. IBEW-Local 47 represented employees employed by the City as of January 1, 2025 working alternative work schedules as of January 1, 2025 who are required to return to working the traditional five day eight hour per work day (5/8) work week schedule shall receive an additional three percent (3%) base salary wage increase for the time period that they are required to work that particular traditional work schedule.

For Employees working a (9/80) work schedule, the work period shall begin four hours after the start time of his or her eight hour shift on the day that corresponds with the employee's alternating regular day off such that the employee works four, nine-hour shifts and one four-hour shift each seven-day work period. Employees working a traditional five day eight hour per work day (5/8) work week schedule or four day ten hour per work day (4/10) work week schedule will continue to maintain a week ending time of 11:59 pm on Sundays.

Employer shall notice the employee if less than two weeks' notice is to be expected that would delay the work schedule from being completed on time. If two weeks' notice is not provided, or if the aforementioned sentence concerning an unavoidable event occurs, the first day on the new work schedule will be paid at the overtime rate.

11.2 Public Safety Dispatchers. With respect to the classification of Public Safety Dispatcher, the employee may be assigned to any combination of hours and days for any workweek as necessary to provide continuous coverage in the Dispatch Division, according to work schedules assigned by the Police Chief, or his or her designee, who may utilize the provisions of the City's Administrative Policy A-30, i.e., the Alternative Workweek Policy, or otherwise as dictated by the needs of the Dispatch Division of the Police Department.

(a) For the classification of Public Safety Dispatcher working a scheduled ten (10) hour or twelve (12) hour day, all work performed in excess of such ten (10) hour or twelve (12) hour per day schedule shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly base rate of pay, providing the employee works in excess of forty (40) hours in one week.

(b) Public Safety Dispatchers scheduled by management of the Police Department to work on a holiday shall not be credited with a day off with pay

but shall receive ten (10) hours of holiday pay, plus an additional time and one-half for all hours worked.

(c) For in-house training, the trainee's shift shall be revised to accommodate the trainer's work schedule without triggering overtime pay that is outside existing wage and hour law. The City will make best efforts to modify the trainee's schedule to match the trainer's schedule.

11.3 Hours Worked for Training and Conferences. The City shall pay represented employees for working hours spent in City required and approved training or conferences. Travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements.

ARTICLE 12 - LIGHT DUTY

12.1 Accommodation. The parties agree that the City may assign employees who are unable to perform the full scope of their current job to temporary modified work consistent with the employee's functional limitations as described by his/her doctor when and where such work is available as determined by the City and where it may be accommodated without adverse consequences to the City or disruption in services or operations. This Article does not create any employee entitlement to assignment in a light duty position.

12.2 Eligibility. Temporary modified work will be considered on a case by case basis. Temporary modified work may involve modification of an employee's current job or assignment to work outside of an employee's current position. The Human Resources Department, in consultation with the Department Head, will determine eligibility for participation in the Temporary Modified Assignment Program and will coordinate temporary work positions/assignments.

12.3 Employee Cooperation. It shall be the duty of every employee to cooperate fully and promptly with the coordination of temporary/modified work assignments. Notification of changes in restrictions/limitation shall be promptly communicated to the Human Resources Department along with supportive documentation, acceptable to the City. In administering the Temporary Modified Assignment Program, the Human Resources Department may communicate directly with, the employee's physician(s) regarding the employee's medical limitations, functional restrictions, job requirements in the employee's regular assignment, job requirements in any modified duty assignment under consideration and return to work status. Such communication will only be done with the employee's written authorization.

12.4 Retention of Benefits. Employees participating in the Temporary Modified Assignment Program shall retain all contractual benefits, except pay scale, not inconsistent with the objectives of the Temporary Modified Assignment Program. The City may change regular days off and work hours while the employee is in the Temporary Modified Assignment Program.

12.5 Right to Decline. However, employees retain the right to decline any initial or subsequent assignment provided by the Temporary Modified Assignment Program.

ARTICLE 13 - REST PERIOD

13.1 Rest Period. Represented employees who work sixteen (16) consecutive hours shall earn an ten (10) hour rest period.

(a) A rest period of ten (10) consecutive hours or more shall be considered an interruption of consecutive hours worked.

(b) A rest period of less than ten (10) consecutive hours shall be counted as time worked but not paid.

(c) Represented employees shall be compensated at their regular rate of pay for all regularly scheduled work time that falls while that employee is on his/her earned rest period.

(d) Represented employees who are directed to return to work while on an earned rest period shall be compensated at the appropriate overtime rate for all time worked until the interrupted eight hour rest period is completed. Such overtime pay shall be in lieu of, and not in addition to, pay received under the provisions above.

(e) Time paid for meals not taken shall not count toward earning a rest period. A paid meal time taken shall count toward earning a rest period.

(f) When the rest period extends into a regularly scheduled work day, the employee may elect to use vacation time, compensatory time, floating holiday time or leave without pay for the rest of the day.

(g) For the purpose of rest period eligibility, Sundays and holidays shall be treated as a normal work day.

ARTICLE 14 - SALARIES, CERTIFICATE PAY, PREMIUM PAY. PERFORMANCE EVALUATIONS

14.1 Wage Increases/Performance Evaluations

(a) 2% base wage increase effective October 1, 2024 and paid out the first full pay period following City Council approval of the new MOU.

(b) Effective the first full pay period following January 1, 2025, there shall be a cost of living adjustment increase of salary that would be equal to the percentage change in CPI year over year from November 2023 to November 2024 for the Riverside-San Bernardino-Ontario CPI-U region as published by the U.S. Bureau of Labor Statistics up to a maximum of 4.0% (i.e. CPI percentage up to 4.0%) should the percentage change in CPI be above 2.0%. Should the percentage change in CPI be below 2.0%, then the cost of living adjustment increase of salary would be 2.0%.

(c) Effective the first full pay period following January 1, 2026, there shall be a cost of living adjustment increase of salary that would be equal to the percentage change in CPI year over year from November 2024 to November 2025 for the Riverside-San Bernardino-Ontario CPI-U region as published by

the U.S. Bureau of Labor Statistics up to a maximum of 4.0% (i.e. CPI percentage up to 4.0%) should the percentage change in CPI be above 2.0%. Should the percentage change in CPI be below 2.0%, then the cost of living adjustment increase of salary would be 2.0%.

This increase is for all Unit members still employed at the time this MOU is adopted by City Council.

Ranges with defined steps are shown on the salary schedule provided herewith. The salary table is calibrated in approximate 2.5% increments. Annual increases for satisfactory performance will be two (2) steps or approximately 5%. Department Heads will have the option of granting a higher salary increase based on exceptional performance with approval of the City Manager. Unit members are evaluated using an employee performance evaluation form.

(a) Employee shall be granted a step increase upon receiving a satisfactory overall evaluation on the City approved employee evaluation form OR such step increase will be automatically implemented if employee's supervisor is thirty (30) days late on giving such evaluation, retroactive to the due date of the evaluation.

(b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein. However, an employee may upon request have such first denial reviewed by the Employee Relations Officer. Employee shall have the right to request a hearing with the Employee Relations Officer and to have a representative of his/her choice present. The decision of the Employee Relations Officer shall be final at this stage.

(c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six months after the date of the performance evaluation which led to the denial of the step increase. If the employee’s overall performance is rated satisfactory, then the employee shall be granted the appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.

(d) If the employee’s performance continues to be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee’s next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an IBEW-Local 47 business representative. The Evaluation Review Committee shall make any adjustment

to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.

(e) An employee at the top of his or her range shall have his or her performance evaluated at least annually within thirty (30) days of her/her anniversary date.

Classification Table Effective 10/26/2022	**Salary Range**
Accountant	61
Accountant II	64
Accounting Specialist	58
Animal Control Officer	56
Building Permit Specialist	55
Building Inspector	62
Building Maintenance Specialist I	53
Building Maintenance Specialist II	55
Building Maintenance Specialist III	57
Bus Driver	48
Bus Driver Lead/Trainer	55
Buyer	66
Cable Services Specialist	44
Code Compliance Officer	58
Case Manager Specialist	54
Code Compliance Supervisor	70
Custodian	34
Development Project Coordinator	61
Economic / Redevelopment Project Coordinator	
Engineering Services Assistant	48
Executive Secretary	53
Fleet Maintenance Mechanic I	53
Fleet Maintenance Mechanic II	55
Fleet Maintenance Mechanic III	57
Lead Fleet Maintenance Mechanic	59
Lead Police Records Specialist	
Public Safety Dispatcher Supervisor	56
Maintenance Worker I	49
Maintenance Worker II	51
Maintenance Worker III	53
Motor Sweeper Operator	50
Multimedia Specialist	70
Office Specialist	49
Payroll Coordinator	53
Police Records Assistant I	51
Police Records Assistant II	55
Program Coordinator	55
Property Evidence Specialist	63

Public Safety Dispatcher	59
Public Works Inspector	64
Purchasing Assistant	52
Receptionist	
Recreation Coordinator	51
Senior Building Inspector	67
Senior Code Compliance Officer	64
Senior Maintenance Worker	55
Senior Utility Billing Representative	50
Environmental Program Coordinator	61
Transit Field Supervisor	64
Customer Service Utility Billing Representative	45
Work Release Crew Lead	55

Targeted Equity Adjustments – Implement PSPC 2022 Total Compensation survey recommendations for IBEW General classifications. Agree with change in tiers effective October 26, 2022:

a. 10% - 19.99% = 2 additional steps
b. 20% and above = 4 additional steps

14.2 Certificate Pay (Public Safety Dispatchers). The following sets forth the schedule for pensionable compensation for certificates attained by public safety dispatchers. Eligible employees shall receive 5% compensation for the first certificate and an additional 2.5% for each additional certificate up to a maximum additional compensation of 12.5%. Under no circumstances shall an eligible employee receive more than 12.5% in additional compensation for certificates. Once a Unit member who obtains a POST Communications Training Officer certificate declines to train pursuant to 14.4 below, then they shall not be entitled to the 2.5% POST Communications Training Officer certificate pay until such time as they agree to conduct such training and the City has someone to train. Eligible certifications:

POST Public Safety Dispatcher Basic Course
POST Dispatcher Intermediate Course
POST Dispatcher Advanced Course
POST Communications Training Officer

14.3 Bilingual Premium Pay. Employees who have been certified as being fluent in a language other than English, or sign language shall receive five percent (5%) premium pay, if the need for fluency is: (1) necessary for the current position, and (2) use of the language for compensation has been previously approved by the employee's supervisor and the Human Resources Department. Qualifications shall be based upon certification of a certifying authority selected by the City. Each employee shall be reviewed annually for bilingual pay as part of the annual evaluation. Authorization and continuation of premium pay shall be at the sole discretion of the City. Nothing contained herein shall preclude the City from requiring proficiency in a second language as a minimum job qualification for any future employee or position.

14.4 Trainer Premium Pay (Public Safety Dispatchers). Public Safety Dispatchers assigned as trainers shall receive additional premium compensation of $2.00 (two dollars) per hour when working with an assigned trainee on an assigned shift.

14.5 Shift Differential Premium Pay (Public Safety Dispatchers). Public Safety Dispatchers who work between the hours of 5:00 pm and 5:00 am shall be paid a shift differential premium of $2.00 (two dollars) per hour only for those hours worked between 5:00 pm and 5:00 am.

14.6 Reclassification. When a Unit member is reclassified to a new or existing class with an equivalent or higher salary rate, he or she shall be evaluated at the conclusion of six (6) months. After serving six (6) months in the position he or she was reclassified to, the employee shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases.

14.7 Reclassification - Y-Rating. When a Unit member is reclassified to a new or existing class with a lower maximum salary rate, he or she may be assigned a “Y-Rate” designation under which the Unit member will remain at his or her current salary. Unit members with “Y-Ratings” will be frozen at their current prevailing pay rate and will not participate in salary range adjustment until salary schedules related to their new assignment exceed the Y-rated pay rate. Establishment of a “Y-Rate” salary for a Unit member is an administrative determination and requires the approval of the Unit member’s department head, the Human Resources Director, and the City Manager. The practice is not to be confused with involuntary demotion, salary range adjustments, or other normal personnel procedures including administrative actions that result in bumping rights.

14.8 Longevity Pay. Employees shall receive additional compensation, effective on the employee’s employment anniversary date, for Longevity as follows:

a) Upon completion of ten (10) years of continuous service, employees will receive additional pay of one percent (1.0%) of base salary;
b) Upon completion of fifteen (15) years of continuous service, employees will receive additional pay of one-half percent (total 1.5%) of base salary;
c) Upon completion of twenty (20) years of continuous service employees will receive additional pay of one-half percent (total 2.0%) of base salary.

ARTICLE 15 - OVERTIME, ON-CALL PAY

15.1 Maximum Compensatory Time Accrual. All work performed by Unit members in excess of forty (40) hours in one (1) week, or in excess of assigned work schedule (e.g. 9/80), where such hours are required and approved by management, shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly base rate of pay. Overtime may be accrued as compensatory time to a maximum of one hundred sixty (160) hours.

15.1a Irrevocable Compensatory Time Leave Cash-Out. Compensatory time off cap is 160 hours, of which a maximum combined compensatory and vacation time amount of up to eighty (80) hours is eligible for an irrevocable cash-out option of up to twice per calendar year to be paid on the last pay check of May and/or November.

Completed irrevocable election forms are due no later than December 31 of the calendar year prior to the calendar year in which the employee receives the cash-out. Employees will state the amount of hours to be cashed out for the May and November cash-out in their submitted irrevocable election form. Only CTO already accrued in the calendar year for which an election is made may be cashed out. If the employee does not accrue the CTO in the amount elected on form, the cash-out amount will be reduced accordingly to the amount accrued. Cash-outs for CTO accrued in the prior calendar year are not allowed. Employees may choose to have cash-out amount made as an employee contribution to the employee's 457 deferred compensation plan or retiree health savings plan, subject to any applicable contribution limits imposed by IRS regulations.

15.2 Hours Worked. For purposes of overtime calculation, "hours worked" shall include time spent in required court appearances as set forth in Article 17. Hours worked shall also include approved vacation, holiday and compensatory time off. All other hours paid for but not worked, including sick leave shall not be counted as hours worked for overtime calculation.

15.3 Call Out Minimum Compensation.

The City agrees to pay to the Unit member a minimum of two (2) hours pay for any time worked during the first hour when called out for emergencies, and time and one-half (1/2) for each hour worked thereafter. For example, should an employee be called out to work two (2) hours of emergency duty he would be compensated with three and one-half (3-1/2) hours pay at the regular hourly base rate of pay; two (2) hours pay for the first hour worked and one and one-half (1-1/2) hours pay for the second hour worked. Call out minimum compensation does not apply to answering phone calls or emails off-site or off-duty, though employees are still entitled to pay for actual time worked in responding to such calls. Call Out begins at time of call, including travel time.

If in the future the City provides portable internet capable devices, then call out minimum pay will not apply to use of those devices off duty and/or off site to check and/or respond to calls or clear messages and/or alarms, though employees are still entitled to pay for actual time worked responding to such calls.

15.4 On-Call Pay.

(a) Compensation for all employees placed on-call for a period of one (1) week (defined as one-hundred sixty eight (168) hours less forty (40) hour work week) shall receive additional compensation of twenty (20) hours at the regular rate of pay.

(b) When a holiday falls during a regularly scheduled on-call period, the employee will receive an additional four (4) hours of pay per holiday, at the basic rate of pay.

(c) On-call pay shall not be paid for an employee's scheduled work shift.

(d) Employees shall be entitled to receive the pro rata equivalent for any partial week.

(e) On-call assignments shall only be made by the Department Head or his/her authorized representative.

(f) On-call duty shall be served pursuant to a schedule prepared by the Department Head or his/her designee.

15.5 On-Call Status. For purposes of this Article, an employee shall be deemed to be on On-Call status only when all of the following conditions are met:

(a) The appropriate manager has placed the employee in an on-call status by a notice in writing; and,

(b) The employee is required to respond to the City yard or other designated location within a specified time not to exceed thirty (30) minutes; and,

(c) While on-call, the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to a call and immediately commence the required job performance.

15.6. Communication Devices. An employee in an on-call status may be required to wear a communication device. The requirement to wear a communication device shall not, absent the requirements set forth in section 15.5, constitute the placing of the employee in an on-call status.

ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY

16.1 Temporary Upgrade (Out of Class). Unit personnel temporarily assigned by management to work in a higher classification, including classifications outside of the Unit for which they are qualified shall receive compensation equivalent to a step on the higher classification salary range which provides a minimum of five percent (5%) above the employee's current salary or the bottom step of the range of the position to which he/she is temporarily upgraded, whichever is greater. Temporary upgrade or “out of class” pay shall be effective the day the assignment is made. At such time as an employee is no longer performing work out of his or her permanent classification, compensation shall be at the regular rate of pay for the permanent classification. When assigning temporary upgrades to work “out of class”, it is the intent of the City that such assignments shall be made in a fair and equitable manner so that all qualified employees are given an opportunity to work such assignments.

The parties agree to continue to meet and confer on this provision 16.1 only, and any such agreement through the continued meet and confer process would replace the language of this provision.

16.2 Promotions. Union personnel promoted to work in a higher classification shall be placed in the new salary range of the higher classification that pays at least five percent (5%) more than the employee received in the lower classification.

16.2a Promotional Pay Out of Leave. When employees transfer/promotions occur between bargaining groups, the leave hours will be transferred and maintained by the employee, not cashed out.

16.3 Limited Assignments. Temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to 960-hours in any twelve (12) month period. A time extension to the temporary assignment beyond the initial 960-hours may be made with the written concurrence of IBEW-Local 47.

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

17.1 Jury Duty.

(a) Any employee summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him/her shall be paid into the City treasury. Any employee who shall be called as a witness arising out of and in the course of his/her City employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, he/she may, however, use vacation time for such absence.

(b) All night shift dispatchers who are summoned for jury duty the day following their shift should notify their supervisor to arrange for alternate scheduling. In the event that alternate shift coverage is unavailable, the dispatcher will be allowed time off for up to eight (8) hours before reporting for jury duty and will be compensated for scheduled hours lost as normal working hours. If the same dispatcher is scheduled to work the night following the jury duty summons, they should notify their supervisor to arrange for alternate coverage. Eight (8) hours includes all time between leaving work and the time assigned to report to jury duty or time released from jury duty and returning to scheduled work. Time paid that was not worked for the purpose of this section will not count towards overtime. However, any dispatchers allowed time off either before or after a jury summons will have the option of using regular accruals (vacation or comp time) to account for any scheduled time they would have normally worked, but are allowed off.

17.2 Court Appearances (Public Safety Dispatchers). Represented employees in Dispatch positions shall be compensated for job related off-duty court appearances. The City will pay a minimum of 3 (three) hours for travel to and from appearances in court at a rate of 1 1/2 (one and one half) times the base rate of pay. All travel shall be calculated based on the time required to travel from the employee's work location to the destination. All hours required in excess of 3 (three) hours shall be compensated at 1 1/2 (one and one half) times the base rate of pay.

ARTICLE 18 - SAFETY EQUIPMENT AND TRAINING

18.1 Safety Equipment. The City will provide employees safety equipment in accordance with California State Law.

18.2 Uniforms. The City shall provide uniforms for employees who are required by the City to wear a uniform. This includes all field personnel in Public Works, Streets, Parks Maintenance, Transit, Fleet Maintenance, Code Enforcement and Public Safety Dispatch. Other classifications may be added as the necessity for uniforms becomes apparent.

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance from $125 to $250 to each employee who is required, by the nature of his/her work to wear a specific type/style of shoe or boot. Two hundred fifty dollars ($250) will be granted to employees that are required to wear an approved shoe/boot which meets the minimum standards as determined by the Department Head and approved by the Joint Safety and Training Committee. Departmental standards shall not be less than those which may be required by CalOSHA. One hundred twenty-five dollars ($125) will be granted to employees that are required to wear a boot that is a non-CalOSHA required boot and must be worn as a requirement of their uniform. Employees shall wear approved shoes/boots during working hours where required by work conditions.

18.4 Damaged Property. The City shall reimburse Unit employees the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the Department Head the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to $200 per year. Replacement for watches is limited to $100 per year. Excluded from this definition are items of clothing used by the employee in the exercise of his/her discretion in lieu of City issued uniform apparel. Replacement of items will be secondary to any applicable insurance.

18.5 Inclement Weather. Whenever management decides not to send employees into the field during normal work hours due to inclement weather, those employees shall not suffer any loss of regular pay. When employees are not assigned to the field under this provision, they may be given other duties, assigned to training, or be held to respond to emergency calls.

18.6 Joint Safety and Training Committee. The City hereby agrees to create a Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and IBEW-Local 47. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The city and IBEW-Local 47 may agree to meet more frequently on a regular or special basis. The Committee may review work practices, training, procedures and rules and may recommend changes in the interest of health and safety. The Committee may review all serious accidents, injuries or fatalities, and include recommendations resulting from its review in the Committee's minutes.

18.6.1 Reporting. Minutes of all Committee meetings shall be posted on IBEW-Local 47 bulletin boards, with copies to the City Manager, Human Resources

Department, and to the IBEW-Local 47 Business Manager, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committee or by the Committee to Management will be responded to within a reasonable time and the answers posted on IBEW-Local 47 bulletin boards.

18.6.2. Discipline. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT

19.1 Personal Vehicle. Employees shall be reimbursed for use of their own vehicle for authorized City business and for meals as per the administrative policies of the City.

19.2 Emergency Meal Periods. Employees shall earn meals at fixed intervals during periods of call-out overtime, and during an extension of the regular or planned overtime day.

(a) Employees called back within two hours after the end of their shift shall earn one thirty minute paid meal period and one meal period compensation of $20.00.

(b) During call-out overtime, one thirty minute meal period and one meal compensation of $20.00 will be earned for each consecutive four hours of paid overtime completed.

(c) During extension of the regular work day, one paid thirty minute meal period and one meal compensation of $20.00 will be earned after two consecutive hours paid overtime completed; thereafter, meals will be earned after completion of each four consecutive hour intervals as described above.

(d) Employees that work two consecutive hours or more immediately prior to the beginning of a regular shift will earn one thirty minute meal period and one meal compensation of $20.00.

(e) Planned overtime – If planned overtime extends beyond the length of a regular work day, one paid thirty minute meal period and one meal compensation of $20.00 will be earned after two consecutive hours worked beyond the number of hours in employee’s regular schedule completed; thereafter, meals will be earned after completion of each four consecutive hour intervals of planned overtime. For example, employee’s regular schedule in 4/10’s; when planned overtime exceeds 10 hours in one day this section applies.

(f) If “called out” while on planned overtime, Section 19.2(b) goes into effect during the call out.

(g) Paid meal periods will not count as time worked.

(h) It is recognized that employees may not be able to leave an emergency situation and that the final determination of this fact shall be made by the supervisor in charge of the particular activity.

(i) Employees shall receive pay for earned meal periods and meal compensation regardless of whether the meal period or meal is actually utilized. All meal periods will be paid at the applicable overtime rate.

(j) When Public Safety Dispatchers are notified of the need to extend a work day (or work planned overtime) four hours or less before beginning of the work day to be extended or less than four hours before the start of the planned overtime they will be subject to meal periods under Section 19.2 (b-d) and will qualify for the meal periods and meal compensation of $20.00.

ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE

20.1 Qualifications.

(a) Reimbursement under this section shall be made for employee participation in an educational program, which provides broad knowledge with respect to a subject, consistent with the requirements of subsection B immediately below. This is distinguished from "training" which relates to education in the performance of a limited task or tasks which the employee is required to perform as part of their current employment.

(b) Maximum reimbursement shall be $4,000 per fiscal year. Tuition actually paid will be reimbursed to all permanent employees for courses and required books related to classes qualified for tuition reimbursement approved by the Department Head and taken in an accredited educational institution provided that:

i, The subject matter of the course relates to obtaining a degree, including prerequisites, or relates directly to and contributes toward the employee's position with the City.

ii. The employee has received at least a competent proficiency rating on the last evaluation report.

iii. The employee has furnished evidence that the course has been completed with at least a 'C' or “pass” grade, verified by Human Resources.

20.2 Reimbursement Requirements.

(a) Requests for reimbursement must be completed and returned to the Human Resources Department within three (3) weeks after receipt of course completion documentation. (No reimbursement will be made without bona fide receipts or documentation).

(b) Reimbursements will be made only after proof of completion of course with minimum 'C' average or pass and satisfactory receipts of payment for tuition are approved by the Human Resources Department.

20.3 Education Incentive. A one (1) time Education Incentive shall be paid to represented employees upon successful completion of certain educational programs under the following conditions:

(a) $500.00 (five hundred dollars) shall be payable for successful completion of a certificate program requiring 80 hours or more for completion, from an accredited college or university in an area of specialization related to the duties of the position currently held by the employee as previously approved by the Human Resources Department. An additional $500.00 (five hundred dollars) shall be paid if the certificate is in the area of supervision of personnel.

(b) $2,000.00 (two thousand dollars) shall be payable for successful completion of an AA or AS Degree from an accredited college in an area of specialization related to the duties of the position held by the employee at the time the employee completes the program as previously approved by the Human Resources Department.

(c) $3,000.00 (three thousand dollars) shall be payable for successful completion of a BA or BS Degree from an accredited college or university in any subject after 3 (three) years of employment with the City. An additional $1,000.00 shall be paid if the degree is in the area of public or business administration, human resources, accounting, information management, or adult education.

(d) $4,000.00 (three thousand dollars) shall be payable for successful completion of a Master's Degree from an accredited college or university in any subject after 3 (three) years of employment with the City.

(e) Programs shall be accredited by the California State Board of Education or equivalent authority. The incentive payments shall be otherwise subject to such rules and procedures as established by the City. Receipt of education incentive payments shall not be precluded by the fact that the employee may or may not have obtained tuition reimbursement by the City for all or part of the units required for the certificate or degree.

(f) Education incentive payments shall be made according to the following schedule:

100% of the total payable incentive shall be payable upon presentation of acceptable documentation (including transcripts) showing completion of certificate or degree.

It shall be the employees' sole responsibility to provide all necessary documentation, to obtain prior approval and to make the request for education incentive payment.

ARTICLE 21 - SICK AND BEREAVEMENT LEAVE

21.1 Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Any hours that exceed the regular cap of four hundred (400) hours will not be accrued. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

21.2 Use Of Sick Leave. Employees with remaining "Old Sick Leave" accounts must utilize the old account hours prior to using regular sick leave hours. Payroll shall use hours from this account if such exists, until it has depleted. Sick leave shall be granted to Unit members only where consistent with the City's Sick Leave Policy (currently AP-1). Except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave (FMLA) and Labor Code Section 233, policies of the City (currently AP-02), not more than one-half (1/2) of the employee's annual accrual of sick leave within any calendar year may be granted to an employee for the care or attendance of members of his/her immediate family.

21.3 Irrevocable Sick Leave Cash-Out. Sick leave accrues at 3.69 hours per pay period up to 400 hours cap, of which a maximum amount of up to fifty (50) hours is eligible for an irrevocable cash-out option each calendar year to be paid on the last pay check of November only if: the cash-out does not reduce the employee's available sick leave bank below one hundred twenty (120) hours. Completed irrevocable election forms are due no later than December 31 of the calendar year prior to the calendar year in which the employee receives the cash-out. Employees will state the amount of hours to be cashed out for the November cash-out in their submitted irrevocable election form. Only sick leave already accrued in the calendar year for which an election is made may be cashed out. If the employee does not accrue the sick leave in the amount elected on form, the cash-out amount will be reduced accordingly to the amount accrued. Cash-outs for sick leave accrued in the prior calendar year are not allowed. Employees may choose to have cash-out amount made as an employee contribution to the employee's 457 deferred compensation plan or retiree health savings plan, subject to any applicable contribution limits imposed by IRS regulations.

21.4 Sick leave upon separation. Upon separation, service retirement or termination, after ten (10) years of continuous City service, a represented employee shall be eligible to convert to cash an amount equivalent to thirty percent (30%) of all unused sick leave or contribute the entire remaining balance of sick leave to the deferred compensation account or City's Retiree Medical Savings Plan, if available. After twenty (20) years of continuous City service, a represented employee shall be eligible to convert to cash an amount equivalent to fifty percent (50%) of all unused sick leave or contribute the entire remaining balance of sick leave to the deferred compensation account or City's Retiree Medical Savings Plan, if available. Such reimbursement to be computed based upon the employee's final compensation rate and to be paid within one payroll period of the effective date of separation.

21.5 Sick Leave Conversion to Deferred Compensation. After ten (10) years of continuous City service, the employee shall be eligible to irrevocably elect to convert one

hundred percent (100%) of unused sick leave minus forty (40) hours to the City's Retiree Medical Savings Plan or to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law). Conversion forms are due no later than November 1st of the tenth year of continuous service. The irrevocable option will be converted the following calendar year in the pay period that includes January 1st.

21.6 Bereavement. Unit members shall be allowed five working days, of which three (3) working days are with pay, for bereavement leave upon the death of a member of their family. For the two unpaid days, an employee may use vacation, compensatory time, sick leave, or any other paid leave that would otherwise be available. For this section family includes the following persons: spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner. The three (3) working days of bereavement shall be allowed for each death of a family member. An employee shall be allowed a maximum of forty (40) hours bereavement leave under this section for multiple family deaths occurring during the same twenty-four (24) hour period.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

22.1 Vacation Leave Accrual. For employees of the City as of the date of this MOU, Vacation benefits shall accrue in accordance with the following schedules:

One (1) through four (4) years service
Ten (10) days per year =three and eight one-hundredth (3.08) hours per pay period

Beginning the fifth (5th) year through the 9th year:
Fifteen (15) days per year =four and sixty-two hundredth (4.62) .hours per pay period

Beginning the tenth (10th) year & thereafter:
Twenty (20) days per year =six and fifteen one-hundredth (6.15) hours per pay period

22.2 Maximum Vacation Leave Accrual. An employee may accrue a maximum of three-hundred fifty (350) hours of vacation leave. If an employee has accumulated the maximum allowed under-this Article, said employee will receive no further Vacation Leave accruals until said employee uses a portion of his/her Vacation Leave and his/her Vacation Leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any Vacation Leave lost as a result of this Article

22.3 Vacation Leave Approval Required. Vacations shall begin accruing upon employment and may be taken with approval of the Department Head at any time following the completion of six (6) months of employment within the one (1) year probationary period, but the vacation leave taken shall not be in excess of that actually accrued at the time such vacation is taken. Vacations must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the City as determined by the Department Head or Division supervisor.

22.4 Vacation Leave Payment Upon Termination. Any employee, who has been in continuous full-time service of the City for a period of six (6) months or more, who is about to terminate his/her employment, and has earned vacation to his credit, shall be paid for such vacation time within one payroll period of the effective date of such termination.

22.5 Irrevocable Vacation Leave Cash-Out. Vacation leave cap is 320 hours, of which a maximum amount of up to eighty (80) hours is eligible for an irrevocable cash-out option each calendar year to be paid on the last pay check of November only if the cash-out does not reduce the employee's available vacation leave bank below eighty (80) hours. Completed irrevocable election forms are due no later than December 31 of the calendar year prior to the calendar year in which the employee receives the cash-out. Employees will state the amount of hours to be cashed out for the November cash-out in their submitted irrevocable election form. Only vacation leave already accrued in the calendar year for which an election is made may be cashed out. If the employee does not accrue the vacation leave in the amount elected on form, the cash-out amount will be reduced accordingly to the amount accrued. Cash-outs for vacation leave accrued in the prior calendar year are not allowed. Employees may choose to have cash-out amount made as an employee contribution to the employee's 457 deferred compensation plan or retiree health savings plan, subject to any applicable contribution limits imposed by IRS regulations.

22.6 Holidays. Holidays for employees covered by this section shall be as follows:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Fourth of July
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas
New Year's Eve
One (1) floating holiday

As indicated in Administrative Policy A-30, Alternative Work Week – A "Holiday bank will be created for each employee to accrue flexible holiday hours. Hours accrued in the bank are subject to a mandatory annual buy-out with the payroll closest to June 1st of each year". Any buy-out may be converted pre-tax to the Unit member's 457 Deferred Compensation account (subject to IRS maximum contributions provided by law).

Per the Payroll schedule, the holiday pay-out will occur in the second pay date in June.

22.7 Holidays Falling on Weekend Days. If the scheduled holiday falls on a Friday (regular day off) or Saturday, it may be observed on a Thursday or accrued to the Holiday

leave bank as determined by the holiday schedule posted on the City's Intranet. If the scheduled holiday falls on a Sunday, the holiday will be taken on the following Monday.

22.8 Flex Schedule. Employees working a flex schedule shall be paid holiday time in accordance with the City's Administrative Policy No. A-30.

22.9. Floating Holiday. The floating holiday set forth in Article 22.6 above, shall be credited as ten (10) hours to each represented employee's holiday leave bank effective with the first payroll in each fiscal year. Accrued floating holiday hours may be taken in one hour increments. Leave balances must be used during the fiscal year or they will be cashed out according to Administrative policy A-30.

22.10 Added Holidays. If, during the term of this MOU, the City Council recognizes an additional holiday for City employees, said holiday shall be extended to this Unit.

22.11 Holiday Leave. When Holiday Leave is taken, the employee will be paid at the standard ten (10) hours per day, regardless of the assignment of a ten (10), or twelve (12) hour scheduled workday. When Holiday Leave is taken, anyone working less than a ten (10) hour work day schedule shall receive leave time as compensation for the difference between their regular work day on the holiday and ten (10) hours. An employee may utilize any accrued leave bank except sick leave to supplement the twelve (12) hour scheduled day.

22.12 Holiday Leave Payment Upon Termination. Any Unit employee, who is about to terminate his/her employment, and has earned Holiday leave to his/her credit, shall be paid for such holiday leave within one payroll period of the effective date of such termination at the employee's then current rate of pay.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1.1 Pre-January 1, 2024 Benefits.

Effective July 1, 2019, the cafeteria plan contribution will be increased by $50 to $1,400 per month, or $16,800 annually to each Unit member for the cafeteria benefits plan detailed in this section.

a) Said contribution shall first be used to provide for Health Insurance for employee. Employee shall be covered by Health Insurance with a City approved Health Plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the Human Resources Department.

b) The balance may be used for any of the following or any combination thereof:

    a. Health insurance for employee's spouse and/or dependents.
    b. Dental insurance for employee, spouse and/or dependents.
    c. Life insurance for employee, excluding voluntary life insurance.
    d. Deferred compensation program.
    e. Eye care plan for employee, spouse and/or dependents
    f. Supplemental insurance options

c) Unit members may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income, or a portion as cash and a portion to a 457 plan. This election may only occur at time of hire or during Open Enrollment.

During the term of the MOU, upon written notice by the City, parties agree to reopen this Article and begin meeting and conferring no later than two weeks following such written notice.

23.1.2 Benefits Effective January 1, 2024.

The parties have completed the above re-opener negotiations of this Article. The following is effective January 1, 2024. Accordingly, the above Pre-January 1, 2024 Benefits under 23.1.1 shall no longer be in effect as of January 1, 2024.

(a) Health Benefit Contributions and Benefit Money.

i. Healthcare Plan Contributions – Effective January 1, 2024, the City shall contribute for each employee who participates in a City Healthcare Plan a maximum amount up to the 2024 rates for mid-tier HMO Healthcare Plan (Blue Shield Access+), which are stated below.

BS ACCESS+	
Single Employee	$756.65
2 Party	$1,513.30
Family	$1,967.29

Beginning January 1, 2025 and annually thereafter on January 1, the maximum annual inflator for the City contribution increase is up to 2.5% above the maximum contribution amount for rates for mid-tier HMO Healthcare Plan (Blue Shield Access+ in 2024) of the prior year.

ii. In addition to the healthcare plan contribution, employees participating in the City Healthcare Plan shall receive the following amounts as cafeteria plan Benefit Money.

Single Employee	$600
2 Party	$250
Family	$250

Employees may use the Benefit Money stated above for any combination of the following cafeteria plan benefits: (1) dental insurance for employee, spouse, and/or dependents; (2) vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Benefit Money is forfeited.

*Because of requirements related to the 457 plan election, those employees who are currently contributing to their 457 plan amounts for 2024 from their cafeteria plan contribution would continue to maintain their current level of contribution using the cafeteria plan contribution through the end of 2024 only.

Employees shall be responsible for paying any cost for the employee's selected cafeteria plan benefits that exceed the City's contribution described above.

(b) Option to Opt-Out with Proof of Alternative Minimum Essential Coverage.

Employees who provide the City with reasonable evidence of alternative minimum essential coverage can decline, in writing, coverage under the City's Healthcare Plans and will not receive any cafeteria plan contribution from the City.

i. Employees hired before July 1, 2024 may opt out and choose to receive a maximum cash out of $1,000 per month as taxable income that is not includable as compensation earnable or pensionable compensation for CalPERS purposes if they meet the conditions of the eligible opt out arrangement described below. Such employees would also receive $150 per month as Non-Medical Benefit Money that may be used for (1) dental insurance for employee, spouse, and/or dependents; (2) vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Non-Medical Benefit Money is forfeited.

ii. Employees hired after July 1, 2024 may opt out and choose to receive a maximum cash out of $500 per month as taxable income that is not includable as compensation earnable or pensionable compensation for CalPERS purposes if they meet the conditions of the eligible opt out arrangement described below. Such employees would also receive $150 per month as Non-Medical Benefit Money that may be used for (1) dental insurance for employee, spouse, and/or dependents; (2) vision insurance for employee, spouse, and/or dependents; (3) health flexible spending account (health FSA); and/or (4) additional City offered health benefits. Any leftover unused Non-Medical Benefit Money is forfeited.

*Because of requirements related to the 457 plan election, those employees who are currently contributing to their 457 plan amounts for 2024 from their cafeteria plan contribution would continue to maintain their current level of contribution using the cafeteria plan contribution through the end of 2024 only.

iii. Eligible Opt Out Arrangement – The eligible opt out arrangement conditions that must be satisfied in order for an employee to receive cash for opting out of the City's Healthcare Plan coverage are as follows:

a. The employee and the employee's Tax Family must have (or will have) minimum essential coverage through another source (other than

coverage in the individual market, whether or not obtained through Covered California);

b. A Tax Family means all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the employee's plan year for which the eligible opt out arrangement applies;
c. The employee must provide reasonable evidence of the alternative minimum essential coverage for the employee and their Tax Family for applicable period. Reasonable evidence may include an attestation by the employee;
d. The employee must provide the evidence/attestation every plan year;
e. The employee must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
f. The cash for opting out cannot be made if the City knows or has reason to know that the employee or the employee's tax family member does not have alternative minimum essential coverage.

23.2 I.R.S. 125 Flexible Spending Plan (Cafeteria Plan). During the term of this MOU, the City shall maintain an Internal Revenue Service (IRS) 125 plan which will allow employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both as defined by the IRS.

23.3 Eye Wear Reimbursement. City will also reimburse a maximum total annual (per fiscal year) amount of two hundred ($200) for protective eye wear for an employee.

23.4 Insurance Advisory Committee. The City shall maintain the Benefit Advisory Committee to which the Union may appoint a representative.

23.4.1 Purpose. - The purpose. of the Benefit Advisory Committee shall be to advise the City relative to health, life, and related insurance plans which may be provided to employees of the City including the type of plans, scope of coverage, and the selection of insurance carriers.

23.4.2 Voting. - The Benefit Committee shall determine issues by a majority vote of the members, each, member having one (1) vote.

23.4.3 Selection of Members. - Benefit Committee Members shall be selected as follows:

(a) Representatives of bargaining units shall be selected in a manner to be determined by each respective unit.

(b) The City's Representatives shall be the Deputy Human Resources Director and the Administrative Services Director.

23.4.4 Meetings. The Benefit Committee shall meet as may be necessary to conduct the business of the committee.

23.4.5 Status. The Advisory Benefit Committee will be advisory only, with no power or prerogative to decide on behalf of the City on issues pertaining to employee insurance coverage.

ARTICLE 24 - RETIREMENT AND MEDICARE

24.1 California Public Employees Retirement System (CalPERS) Formulas.

(a) All IBEW-Local 47 represented miscellaneous employees hired prior to December 11, 2012 remain eligible to receive the CalPERS retirement plan known as “two and one-half at fifty-five” retirement (2.5% @ 55) formula for Miscellaneous Employees.

(b) Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as “classic members.” (Approved by City Council through side letter December 11, 2012.)

(c) Beginning January 1, 2013, new hires defined by CalPERS as “new members” receive the newly created 2% @ 62 retirement formula with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees Pension Reform Act of 2013.)

24.2 Contributions to CalPERS. All IBEW-Local 47 represented employees shall pay their full member contribution rate to their respective retirement plan with CalPERS. CalPERS will determine the employee member contribution rates for each retirement formula. The City does not provide any Employer Paid Member Contributions for Unit members.

24.3 F.I.C.A. Represented employees shall pay the employee's portion of FICA and the City shall be responsible for payment of the employer's portion.

ARTICLE 25 - MISCELLANEOUS BENEFITS

25.1 Disability Insurance.

(a) Each employee shall pay the cost of membership in the City's long term disability insurance selected by the City. City agrees to offer a short term disability program at the employee’s expense provided that such short term disability program can be offered in conjunction with the City's existing long term disability insurance and the Short Term Disability waiting period will reduce from 30 days to 7 days. The City will notify IBEW-Local 47 of this option at the City's Annual Benefit Advisory Meeting.

(b) An employee with sick leave accruals available may use their accruals in conjunction with STD/LTD benefits until exhausted. When sick leave is

exhausted, an employee may use accumulated vacation leave and may also elect to use compensatory time to extend full pay as long as possible except when exempted by City policy and the Family Medical Policy. An employee is prohibited from receiving more than 100% of salary in combined sick/vacation leave and City's STD/LTD/Paid Family Leave benefits. Employees who are eligible for the Donated Leave Policy, may not receive more than 100% of salary when combined with STD/LTD/Family Leave Benefits.

25.2 Computer Loan. Every non-probationary member of the Unit shall be entitled to participate in an interest free loan program for the purchase of a computer. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. The cumulative amount of loans outstanding hereunder shall not exceed $40,000. The loan shall be upon the terms and conditions established by the City.

25.3 Tool Loan. Every member of the Unit shall be entitled to participate in an interest free loan program for the purchase of mechanic shop tools. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. This loan cannot be used concurrently with any other City loan program.

25.4 Direct Deposit. All employees shall be paid by direct deposit of their payroll check into an account of their choice, except those who either do not hold an account with a financial institution that offers direct deposit or who do not hold any account of any type, and such employees will be required to pay a $10 administration fee per payroll. It shall be the responsibility of the employee to establish and maintain such account.

25.5 Utility Allowance. Any represented employee(s) who reside within the City shall receive $150 per month per employee as a discount against the cost of electric and water service during the period of such residency.

25.6 Tool Reimbursement (Equipment Mechanic). Employees in the position of Equipment Mechanic shall be entitled to a reimbursement of up to $1,500 per year upon proof of purchase of tools for use in the performance of their duties. Such purchase shall have been previously approved by the supervisor.

ARTICLE 26 - IBEW-Local 47 RETIREE MEDICAL FUND

Employees agree to pay one percent (1%) of salary into the IBEW Local #47 Retiree Medical Fund.

ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT

27.1 Purpose. The purpose of this Article is to provide a fair and equitable basis for the reduction of full-time classified personnel due to insufficient work or funds.

27.2 Reasons For Lay Off. The City retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means, that a category of work effort within the City can be fulfilled with fewer employees at an acceptable level of service. Lack

of funds, means that the City cannot sustain operations at the current level of employment within the funding available.

27.3 Notice Of Lay Off. Any lay off initiated under the provisions of this document can take place at any time during the year. The City shall notify the affected employees in writing at least fourteen (14) calendar days prior to the employees last day of work. The City reserves the right to pay the employee for such fourteen (14) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be forwarded to the IBEW-Local 47 representative. Any notice of lay off shall, specify the reason for the lay off and effective date. The form and timing of such notice shall be subject to the established Grievance Procedure, provided, however, that the City's decision to lay off is not subject to the grievance procedure. The date of layoff shall not be delayed by the pendency of a grievance.

27.4 Order Of Lay Off. The classifications of employees to be affected by any lay off shall be as determined by the City in its sole discretion. The order of lay off shall be based upon continuous seniority within the affected classification, except as provided in Section 27.4(a). With respect to the classifications which have been retitled by the City, "continuous seniority within the affected classification" shall not be limited to time in the newly titled classification but shall mean all current continuous time in full-time permanent employment with the City in whatever classification.

(a) Critical Position Function. There are various job functions set forth in the. position description for each classification. Certain of these functions may be determined by the City Manager to be vital to the ongoing operations of the City. By way of further definition, a function is "critical" if the City Manager, in the exercise of his/her sole discretion, determines that the City cannot best provide necessary services with the reduced work force without employees capable of performing the "critical" function. A senior employee may be selected for lay off over a more junior employee if the junior employee has demonstrated the ability to perform these critical position functions and the more senior employee has not. No person shall be deprived of the opportunity to develop his/her skills in a critical position function.

(b) For purposes of this section, "critical position function" shall be based on the skills necessary to perform the function and not on the performance of specific tasks performed by the incumbent in .any position. "Skill" refers to the basic knowledge and ability necessary to perform a job function e.g. typing, welding, accounting or any recognized subcategory of such function, e.g. pipe welding, welding specialized metals, etc, or cost accounting vs. general accounting. "Tasks" refers to the elements of a position within a department e.g., typing form-A.

27.5 Reduction Of Class.

The establishment of a Class Series List was established as indicated on Attachment “C”.

(a) Any employee who has been given a written notice of layoff may choose to be reduced in classification and compensation, to a classification in which the employee has previously established seniority while in the employ of the City,

if the employee has greater continuous seniority with the City than at least one (1) person in the lower classification.

(b) Seniority for purposes of layoff shall be determined by the total continuous time served by an employee in his/her current position in addition to any time served by the employee in a position in the same job series with a pay range equal to or higher than the employee's current position. If an employee leaves the service of the City for any period of time the employee's prior service shall not be considered as service for the purpose of calculating the employee's seniority for any purpose.

(c) Alternatively, and exclusive of an election under the .previous paragraph 27.5(a), an employee may choose to be reduced in classification and compensation to an existing position in a class series, if the employee has greater continuous length of service with the City than the incumbent in the lower classification in the class series. Class series is defined as a vertical succession of positions that encompass the same general set of job duties that increase in complexity and responsibility as one moves upward through the class series.

(d) Relative class standing for subparagraphs (a) and (b) shall be as determined by the salary ranges for the classifications under consideration. The classification with the highest compensated step in the salary range shall be the higher classification

(e) Anything contained herein to the contrary notwithstanding, any employee may choose to be reduced in an entry level position if the employee meets the minimum qualifications for the position and has more seniority with the City than an incumbent in the position. For purposes of this subsection an "entry level position" is a position requiring no prior experience.

27.6 Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, then the determination as to who has seniority shall be based upon total length of uninterrupted service with the City. If both employees were hired on same day, the employee with the lower City Employee number assigned on the date of hire shall be considered to have seniority.

27.7 Reemployment Rights. Laid off employees will be eligible for reemployment up to eighteen (18) months from date of layoff notice.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Items Subject To Grievance Procedure. Any permanent employee in the competitive service who has a grievance based upon his/her demotion, dismissal, reduction in pay, violation of the personnel ordinance, salary resolution or this MOU, or violation of commonly accepted safety practices not resolved by the Safety Committee, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this article and complete the attached Grievance Form – Attachment A.

28.2 Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the employee and, if he desires, his/her Steward, and the immediate supervisor. Presentation of such grievance shall be made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

28.3 Step One. If the grievance is not adjusted to the satisfaction of the employee within fourteen (14) calendar days after presentation of the grievance to the immediate supervisor the grievance shall be submitted in writing by the employee or his/her steward to the Department Head, within the next fourteen (14) calendar days. The Department Head and a representative of the Human Resource Department shall meet with the employee, his/her steward or both within fourteen (14) calendar days of receipt of such written grievance and the Department Head shall deliver his decision in writing to the employee, along with his reasons for such decision, within fourteen (14) calendar days after meeting.

28.4 Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.3 above, the employee or his/her steward may submit the grievance, in writing, to the City Manager, within fourteen (14) calendar days after the completion of the last step under paragraph 28.3 above. The City Manager shall meet with the employee, and his/her steward, if applicable, within fourteen (14) calendar days of receipt of such written grievance, and shall deliver his decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

28.5 Step Three. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2, 28.3 and 28.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 28.4 above of his/her intent to submit the matter to arbitration. In matters of interpretation of this MOU, IBEW-Local 47 shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. In disciplinary cases where IBEW-Local 47 may be required to pay for any part of the cost of such arbitration, IBEW-Local 47 may elect to proceed to arbitration. If IBEW-Local 47 does not elect to do so, then the employee may do so at his/her own expense. The procedures set forth below shall be followed for arbitrations.

(a) Within seven (7) calendar days of receipt of the written notice, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or any other mutually agreeable mediation service.

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators the parties shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, IBEW-Local 47 and the City shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. IBEW-Local 47 shall strike the first name.

(c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the arbitration hearing.

(d) The cost of the arbitrator shall be split equally by the City and IBEW-Local 47 save that if the grievance arises from the administration of discipline, the City shall bear the cost.

28.6 Step Four. Within fourteen (14) calendar days after the parties receive the arbitrator's recommendation the opinion of the arbitrator will be final on matters relating to the interpretation or administration of this MOU. Arbitration on discipline is advisory only. If the decision relates to discipline, within fourteen (14) calendar days after the parties receive the arbitrator's recommendation on disciplinary matters, the City Manager shall advise IBEW-Local 47 and/or the employee and the Department Head whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be the final decision of the City.

28.7 Change Of Limits. The above time limits may be changed by mutual agreement.

28.8 Mutual Agreement for Additional Mediation/Arbitration. Upon mutual agreement of the parties, a grievance may be submitted to a representative of a mutually agreeable arbitration service for mediation and/or arbitration. Unless agreed otherwise by the parties in writing, the role of the arbitrator shall be advisory only and it shall have no power or authority to impose a result or resolution upon any of the parties.

ARTICLE 29 – ADMINISTRATIVE LEAVE

29.1 Administrative Leave Provision. Employees will be granted paid time off based on their regular work schedule. Employee will be compensated for holidays while they are on paid administrative leave.

ARTICLE 30 - SEVERABILITY CLAUSE

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU with the remainder of this MOU remaining in full force and effect. Upon the issuance of a decision by a Court of Competent Jurisdiction declaring any section of this MOU to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer as soon as possible concerning only those sections.

ARTICLE 31 - COMPLETE AGREEMENT

30.1 Entire Agreement. This MOU is the entire agreement between the parties, terminating all prior agreements, whether written or oral arrangements and practices, and, except as otherwise provided herein, shall conclude all meetings and. conferences during the term of this MOU.

30.2 Items Not Covered. All terms and conditions of employment not covered by this MOU shall continue to be subject to the City's direction and control.

ARTICLE 32 - POSTING JOB VACANCIES

City agrees to post on City's website, and IBEW-Local 47 bulletin boards all vacant positions in the Unit.

ARTICLE 33 - RE-OPENERS

32.1 During the term of this MOU, unless otherwise provided, the parties shall not meet and confer with respect to any subject or matter whether or not referred to in this MOU, unless mutually agreed to otherwise.

ARTICLE 34 - RATIFICATION AND EXECUTION.

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW-Local 47 regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and IBEW-Local 47 have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. IBEW-Local 47 also represents that its members have ratified this MOU. Accordingly, the parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council.

In witness whereof, the parties have caused their signatures to be affixed this ___ day of ____, 2024.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – LOCAL 47 GENERAL UNIT REPRESENTATIVES

Date: _____, 20_____

By: _____

Colin Lavin, Business Manager

Sandra Castaneda, Employee Representative

John Baca, Assistant Business Manager

Nattlely Soriano, Employee Representative

CITY OF BANNING REPRESENTATIVES

Date: _____, 20_____

By: _____

Doug Schulze, City Manager

Art Vela, Public Works Director

Nicole Jews, Human Resources Manager

Lincoln Bogard, Administrative Services Director

Attest:
By: _____
City Clerk

ATTACHMENT A

City of Banning-IBEW Local 47 General Unit Grievance Form

GRIEVANCE NO._____

Grievant Information

Employee Name: _____ Date:_____

Job Class:_____Dept/Division:_____

Union Representative: _____

Date, time and place of incident leading to grievance:
Detailed account of occurrence (include names of persons involved, if any):
Please state policies, procedures, or guidelines that you feel have been violated:

Proposed solution to grievance:

The grievant should retain a copy of this form for his/her records. The signature below indicates that you are a filing a grievance, and any information on this form is truthful.

Employee Signature _____ Date _____

Received by _____ Date _____

	Date Submitted	Date of Meeting	Response/Resolved
Informal Step: (Within 14 days of incident between Employee, Steward/ Union Representative and Immediate Supervisor)			
Step One: (Within 14 days after Informal Step submit grievance in writing to Immediate Supervisor.)			
Step Two: (Within 14 days from presentation to Immediate Supervisor submit in writing to City Manager)			

Step Three: (Within 14 days after completion of last step submit in writing intent to submit the matter to arbitration.			
Step Four: (Within 14 days after the parties receive the arbitrator recommendation the opinion of the arbitrator will be final on matters relating to the interpretation or administration of this MOU.			

_____ _____

Employee Signature Date Union Representative Date

_____

City Representative Date

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Patrick Safari, Capital Improvement Projects Manager**
Art Vela, Director of Public Works

MEETING DATE: **December 10, 2024**

SUBJECT: **Authorize the City Manager to Sign the Notice of Completion for Project No. 2024-01, "Citywide Street Overlay" as Complete and Direct the City Clerk to Record the Notice of Completion**

RECOMMENDATION:

Authorize execution of the Notice of Completion.

BACKGROUND:

On June 11, 2024, City Council adopted Resolution 2024-89 awarding a Construction Agreement to Vance Corporation for Project No. 2024-01, "Citywide Street Overlay". The project was approved in the amount of $1,308,987.71 with a 10% contingency for a total project budget of $1,439,886.48.

The principal items of work included the grinding of existing asphalt concrete (AC) pavement; constructing new AC pavement; crack sealing of existing AC pavement; remove and replace broken sidewalks, curb and gutters; remove and replace access ramps to comply with ADA requirements; and remove and replace all affected pavement markings and striping. The work was performed at various locations throughout the City of Banning as shown in Attachment 3.

The final expensed amount on the project is $1,235,505.15, $73,482.56 under the awarded contract amount.

JUSTIFICATION:

The lowest qualified bidder, Vance Corporation was awarded the contract, and work was completed on October 1, 2024. Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory and that the contractor had met the required contract obligations.

FISCAL IMPACT:

The original contract was awarded in the amount of $1,308,987.71 and the final contract amount for this project is $1,235,505.15 which is under the allocated project budget approved under Resolution 2024-89. The project was funded by Measure A and SB 1 funds.

ALTERNATIVES:

City Council may elect to not accept the project as complete which would keep the project open and prevent the release of retention funds to the contractor.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution No. 2024-089.pdf
2. Notice of Completion.docx
3. Project Locations.pdf

RESOLUTION 2024-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION AGREEMENT FOR PROJECT NO. 2024-01, "CITYWIDE STREET OVERLAY" TO VANCE CORPORATION OF BEAUMONT, CA IN THE AMOUNT OF $1,308,987.71 AND ESTABLISHING A TOTAL PROJECT BUDGET OF $1,439,886.48

WHEREAS, voters in Riverside County approved Measure "A" in 1988, which authorized the Riverside County Transportation Commission to impose an additional one-half percent (0.5%) sales tax for the next 20 years to be used for improvements of state highways, public transit systems, and local streets; and

WHEREAS, in 2002, voters in Riverside County approved a 30-year extension of the one-half percent sales tax for transportation improvements; and

WHEREAS, on April 11, 2023, City Council approved Resolution No. 2023-61 approving the Measure "A" Five Year Capital Improvement Plan; and

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statues of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 requires Cities to include a list of projects proposed to be funded from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1, in the City budget. On June 13, 2023, City Council approved Resolution No. 2023-103, approving a list of projects to be funded by SB 1; and

WHEREAS, Public Works staff prepared plans and specifications for the scope of work for Project 2024-01, "Citywide Street Overlay" which included the following items: grinding of existing asphalt concrete (AC) pavement; constructing new AC; crack sealing of existing AC pavement; removal and replacement of broken sidewalks and curb and gutters; removal and replacement of access ramps to comply with ADA requirements; repair of potholes on various streets; and removal and replacement of all affected pavement markings and striping; and

WHEREAS, bid documents for Project No. 2024-01, "Citywide Street Overlay" were posted on the City's electronic bidding system, "OpenGov Procurement" on April 5, 2024, and as a result six (6) bids were received; and

WHEREAS, staff recommends that a Construction Agreement be awarded to Vance Corporation, the apparent lowest bidder, in the amount of $1,308,987.71 and requests that a 10% contingency of $130,898.77 be added for a total project budget amount of $1,439,886.48; and

WHEREAS, the project shall be funded by Account No. 101-4900-431.93-16 (Measure A) in the amount of $676,886.48 and Account No. 102-4904-431.93-15 (SB 1) in the amount $763,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Councils hereby approves the Construction Agreement for Project No. 2024-01, "Citywide Street Overlay" to Vance Corporation of Beaumont, CA in the amount of

$1,308,987.71 and a 10% contingency in the amount of $130,898.77 for a total project budget of $1,439,886.48 and rejecting all other bids.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement for Project No. 2024-01, "Citywide Street Overlay" and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Construction Agreement with Vance Corporation for Project No. 2024-01, "Citywide Street Overlay".

PASSED, APPROVED AND ADOPTED this 11th day of June 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-89, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of June 2024 by the following vote, to wit:

AYES: Flynn, Happe, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN: Minjares.

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Construction Agreement with Vance Corporation

CONTRACT (C01039)

CITY OF BANNING CONTRACT FOR
CITYWIDE STREET OVERLAY & IFB 2024-01

THIS CONTRACT ("Contract") is made and entered this _____ ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and Epsilon Engineering Inc. a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 414567; Class A, C31). Contractor's DIR registration number is 1000008103.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Citywide Street Outlay ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of One Million Three Hundred Eight Thousand Nine Hundred Eighty-Seven Dollars and Seventy-One Cents ($1,308,987.71) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

12. Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BANNING

City Council Approval: _____

By: _____
City Manager Date

ATTEST:

By: _____
Administrative City Clerk Date

APPROVED AS TO FORM:

By: _____
City Attorney Date

_____
("CONTRACTOR")

By: _____
Name: Date
Title:

By: _____
Name: Date
Title:

Recording Requested by:
Office of the City Clerk
City of Banning
P.O. Box 998
Banning, California 92220

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION

PROJECT NO. 2024-01, "CITYWIDE STREET OVERLAY"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this December 10, 2024, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and Vance Corporation of Beaumont, California, the vendee, entered into an agreement dated June 26, 2024, for Project No. 2024-01, "Citywide Street Overlay".

The principal items of work include the grinding of existing asphalt concrete (AC) pavement; constructing new AC pavement; crack sealing of existing AC pavement; remove and replace broken sidewalks, curb and gutters; remove and replace access ramps to comply with ADA requirements; and remove and replace all affected pavement markings and striping in the City of Banning per the City of Banning Standard Specifications.

That the work of improvement was completed on October 1, 2024, for Project No. 2024-01 "Citywide Street Overlay":

(1) The Nature of Interest was civil improvements completed on October 1, 2024, for Project No. 2024-01, "Citywide Street Overlay".

(2) That the City of Banning, a municipal corporation, whose address is Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is completing work of improvement.

(3) That said work of improvement was performed at Various Locations in Banning, California 92220.

(4) That the original contractor for said improvement was Vance Corporation of Beaumont, California, State Contractor's License No. 414567.

(5) That Performance and Payment bonds were required for this project.

(6) The nature of interest is in fee.

Dated: December 10, 2024

CITY OF BANNING
A Municipal Corporation

By_____
Douglas Schulze
City Manager

ATTEST:

_____
Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:

_____
Serita R. Young, Esq.
City Attorney
Richards, Watson & Gershon

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ___day of _____, 2024 by _____, who proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

CAROLINE PATTON, being duly sworn, deposes and says:

That I am the Administrative City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.

Executed on _____, 2024 at Banning, California.

_____
Caroline Patton
Administrative City Clerk
City of Banning

City of Banning

Public Works Department

Engineering Division

Project No. 2024-01 "Citywide Street Overlay"

3/14/2024

AC Overlay (2") Streets

Street Name	Begin	End	Area (S.F.)	AC (Ton)
Nicolet Street	Hargrave Street	Alessandro Road	90,710	1,162
Wilson Street	Alessandro Road	8th Street	138,080	1,769
8th Street	Nicolet Street	Wilson Street	53,680	688
4th Street	Livington Street	Ramsey Street	21,490	275
4th Street	Nicolet Street	George Street	48,510	622
Hermosa Street	Barbour Street	Lincoln Street	26,360	338
April Lane	Westward Avenue	Cul-de-sac	32,920	422
12th Street	Westward Avenue	South End	40,280	516
Total:			452,030	5,792

Ramp, Sidewalk, Curb & Gutter, X-Gutter, Spandrel, and Driveway Approach (R&R) Locations:

Location:	R&R Sidewalk (S.F.)	R&R C&G (L.F.)	R&R Type II Ramp (EA)	R&R Res. Driveway Approach (S.F.)	R&R X-Gutter (S.F.)	R&R Spandrel (S.F.)
Nicolet St, 630 E.	63	32				
Nicolet St, 694 E.	348					
Nicolet St, 728 E.	104	17				
Wilson/Murry NE Corner	25		1		216	204
Wilson/Murry NW Corner	25		1			204
8th St/George NW Corner	25		1			198
8th St/George SW Corner	79		1		36	190
8th St/George NE Corner	32	35	1			
8th St/George SE Corner	123	34	1			
8th St/Cottonwood NWC	23		1			176
8th St/Cottonwood SWC	27		1		216	176
8th St/Cottonwood SEC	123	34	1			
8th St/Christie NEC	72	37	1			
8th St/Christie SEC	84	34	1			
4th St/George SWC			1			
4th St, 577	180					
4th St, 525	30			80		
4th St, 511	33					
4th St, 495	45					
4th St, 485	189					
4th St, 469	30					
4th St, 457	105			260		
4th St, 441	28	21				
4th St, 427	239	20				
4th St, 448	80					
4th St, 464	45					
4th St, 536	140					

4th St, 554	60					
Hermosa/Lincoln SWC			1		216	204
Hermosa (Lincoln to 447)	1012					
Hermosa St, 553	234					
Hermosa/Barbour NWC			1		216	204
Hermosa St, n/o 447				350		
Hoffer St., 1481 W		20				
Paseo De Sol, 871	100					
Paseo De Sol, 899	100					
Total	3,803	284	14	690	900	1,556

Other Miscellenous Removal and Replacement:

4545 W. Ramsey St - Remove and replace damaged metal beam guardrail
553 Hermosa St - Remove one (1) tree
Hermosa St (b/w Lincoln & Barbour) - Relocate/Replace 4 mail boxes
City Corporated Yard (Fleet Maintenance) - Remove and Replace 5' x 6' x 8" thick concrete panels.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Robinson, Electrical Engineering Supervisor** **Art Vela, Director of Public Works**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map Nos. 37388-1 Raintree Place, 37389-3 PA 29, and 37388-2 PA 15B, within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System**

RECOMMENDATION:

Staff recommends that City Council accept an easement from Tri Pointe Homes for electric utility purposes for Tract Map Nos. 37388-1 Raintree Place, 37389-3 PA 29, 37388-2 PA 15B within the Atwell Development for the maintenance of the City-owned electric distribution system.

BACKGROUND:

Final Tract Maps No. 37388-1 and 37388-2 within the Atwell Development Specific Plan was approved by City Council by Resolution No. 2024-29 on February 27, 2024 and the Final Tract Map No. 37389-3 within the Atwell Development Specific Plan was approved by City Council by Resolution No. 2022-122 on September 13, 2022. Banning Electric Utility has constructed electrical improvements within these tracts that were required to serve the housing development. As part of the Conditions of Approval for the project, the owner is required to provide the City with necessary easements for the maintenance of the City owned electric distribution system.

The facilities within the proposed easements consist of primary underground electric infrastructure required for utility service within the Atwell development.

JUSTIFICATION:

It is necessary to obtain the easements for the City to access and provide maintenance for the City-owned electric distribution equipment which may include utility poles, conduit with conductors, transformers, switchgear, equipment pads, and meters.

FISCAL IMPACT:

There is no fiscal impact associated with the acceptance of the easement.

ALTERNATIVES:

Do not accept the easement and provide alternative direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Easement Tract 37388-1, Raintree Pl.pdf
2. Certificate of Acceptance - Raintree Place
3. Easement Tract 37389-3, PA29.pdf
4. Certificate of Acceptance - Easement for 37389-3, PA 29.
5. Easement Tract 37388-2, PA 15B.pdf
6. Certificate of Acceptance - Easement for 37388-2, PA 15B

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 408-570-003, 005 & 023

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such easement, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 12th day of November, 2024.

Tri Pointe Homes IE-SD, Inc.
Individual/Corporation (Type Name)

Signature

Brian Ortwein, Vice President of Project Management
Name and Title (Type)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 11/12/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Brian Ortwein,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

FRS01 FRS01

Signature Edelmira Gonzales (Seal)

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 24-0020
LEGAL DESCRIPTION

VARIOUS STRIPS OF LAND LYING WITHIN LOT 'F' AND LOT 'G' OF TRACT NO. 37388-1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 495, PAGES 1 THROUGH 5, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP 1:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAINTREE PLACE, HAVING A HALF WIDTH OF 35.00 FEET, AND SEQUOIA PLACE, HAVING A HALF WIDTH OF 28.00 FEET AS SHOWN ON TRACT NO. 37388-4, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 495, PAGES 97 THROUGH 106, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID SEQUOIA PLACE SOUTH 18°59'04" WEST 47.94 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE OF SEQUOIA PLACE SOUTH 71°00'56" EAST 28.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID SEQUOIA PLACE, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAINTREE PLACE AND THE NORTHERLY LINE OF SAID LOT 'G' AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF RAINTREE PLACE AND SAID NORTHERLY LINE OF LOT 'G' THE FOLLOWING TWO (2) COURSES:

1. NORTH 61°14'34" EAST 20.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 435.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS SOUTH 13°30'04" WEST;

2. SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 1°57'27", AN ARC LENGTH OF 14.86 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF RAINTREE PLACE AND SAID NORTHERLY LINE OF LOT 'G' SOUTH 11°56'20" WEST 14.40 FEET TO THE SOUTHERLY LINE OF SAID LOT 'G', SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LOT 32 AS SHOWN ON SAID TRACT NO. 37388-4;

THENCE ALONG SAID SOUTHERLY LINE OF LOT 'G' AND SAID NORTHERLY LINE OF LOT 32 NORTH 89°46'46" WEST 31.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 'G', SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 32, ALSO BEING ON SAID EAST RIGHT OF WAY LINE OF SEQUOIA PLACE;

THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SEQUOIA PLACE AND THE EAST LINE OF SAID LOT 'G' NORTH 18°59'04" EAST 7.92 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 435 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 24-0020
LEGAL DESCRIPTION

STRIP 2:

COMMENCING AT THE CENTERLINE INTERSECTION OF RAINTREE PLACE, HAVING A HALF WIDTH OF 35.00 FEET, AND HIGHLAND HOME ROAD, HAVING A HALF WIDTH OF 52.00 FEET AS SHOWN ON SAID TRACT NO. 37388-1;

THENCE ALONG THE CENTERLINE OF SAID RAINTREE PLACE NORTH 89°46'46" WEST 114.45 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE OF RAINTREE PLACE SOUTH 0°13'14" WEST 35.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID RAINTREE PLACE, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID LOT 'F' AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 0°13'14" WEST 10.75 FEET;

THENCE NORTH 89°46'46" WEST 14.12 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT'F', SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF LOT 15 AS SHOWN ON TRACT NO. 37388-2, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 495, PAGES 6 THROUGH 13, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 19°44'59" EAST;

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, SAID SOUTHWESTERLY LINE OF LOT 'F' AND SAID NORTHEASTERLY LINE OF LOT 15, THROUGH A CENTRAL ANGLE OF 2°20'06", AN ARC LENGTH OF 4.09 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE OF LOT 'F' AND SAID NORTHEASTERLY LINE OF LOT 15 NORTH 0°13'14" EAST 9.47 FEET TO SAID NORTH LINE OF LOT 'F' AND SAID SOUTH RIGHT OF WAY LINE OF RAINTREE PLACE;

THENCE ALONG SAID NORTH LINE OF LOT 'F' AND SAID SOUTH RIGHT OF WAY LINE OF RAINTREE PLACE SOUTH 89°46'46" EAST 18.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 191 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

SEE EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:



11-12-24

DARYL J. CHRISTIAN, PLS 8554 DATE

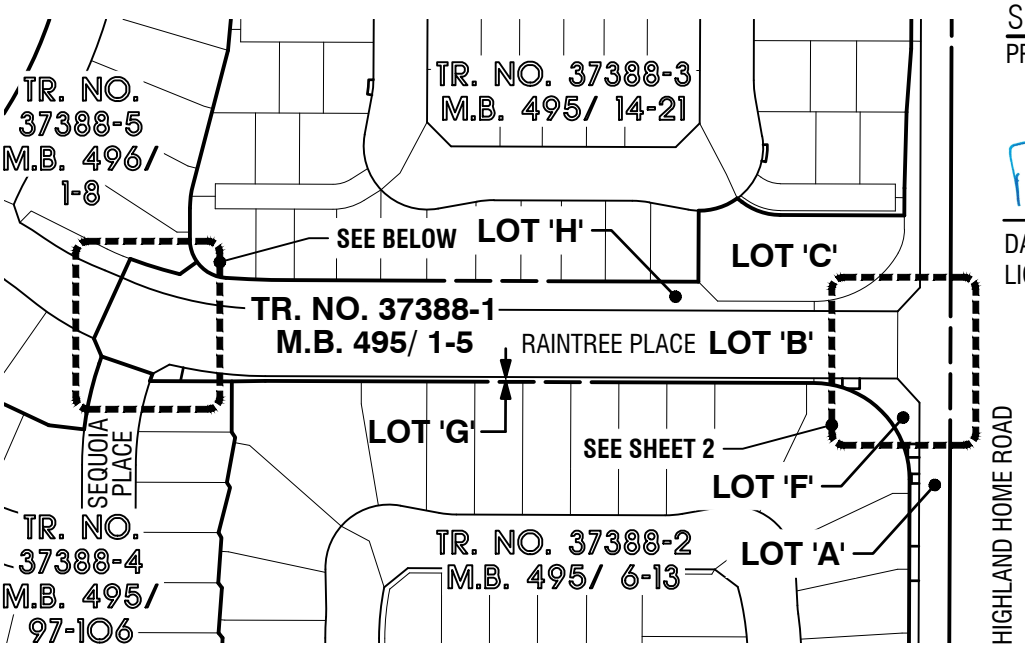
RECOMMENDED FOR ACCEPTANCE BY:

_____

ROBERT C. OLLERTON, PLS, DATE
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT



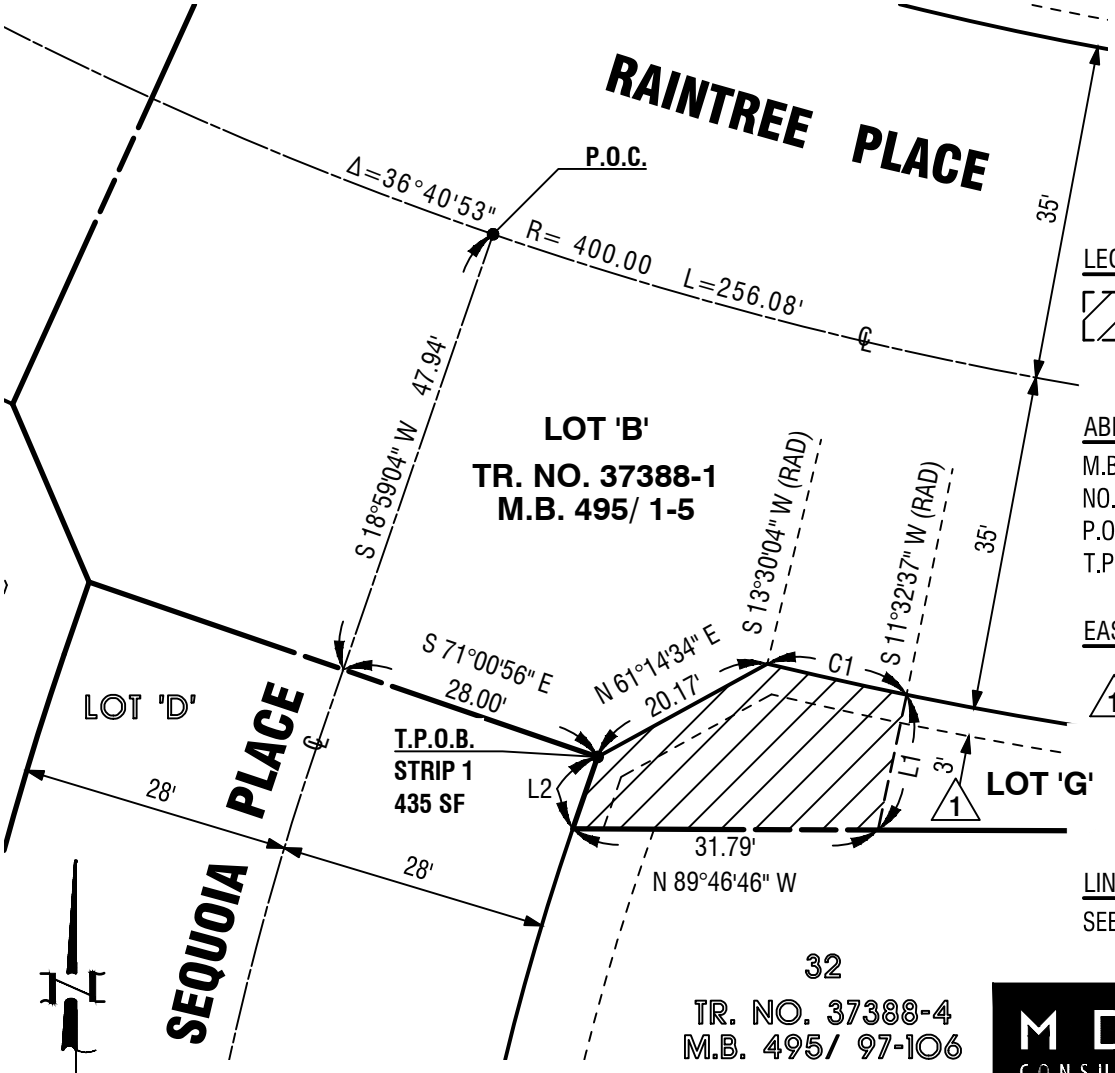
SURVEYOR'S CERTIFICATE

PREPARED UNDER THE SUPERVISION OF:

11-12-24

DARYL J. CHRISTIAN DATE
LICENSED LAND SURVEYOR NO. 8554

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA



SCALE: 1" = 20'

LEGEND:

PUBLIC ELECTRIC EASEMENT

ABBREVIATIONS

M.B.	MAP BOOK
NO.	NUMBER
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING

EASEMENT NOTES:

1 INDICATES NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF BANNING PER TRACT NO. 37388-1, M.B. 495/1-5

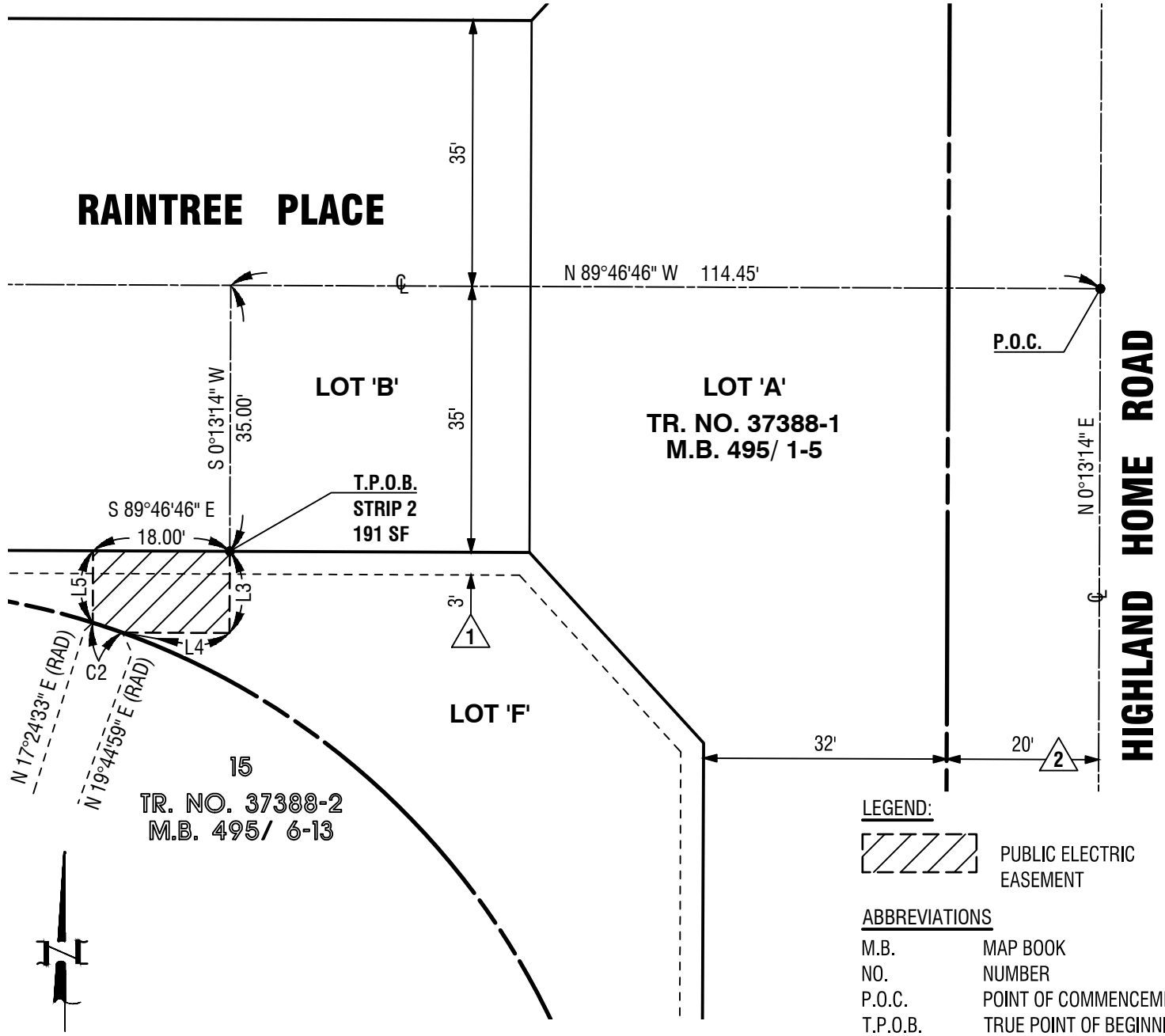
LINE & CURVE TABLE:

SEE SHEET 2

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYO

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT



LEGEND:

PUBLIC ELECTRIC EASEMENT

ABBREVIATIONS

M.B.	MAP BOOK
NO.	NUMBER
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING

EASEMENT NOTES:

1. INDICATES NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF BANNING PER TRACT NO. 37388-1, M.B. 495/1-5
2. DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED DECEMBER 8, 1905 IN BOOK 211, PAGE 251 OF OFFICIAL RECORDS.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 11°56'20" W	14.40'
L2	N 18°59'04" E	7.92'
L3	S 0°13'14" W	10.75'
L4	N 89°46'46" W	14.12'
L5	N 0°13'14" E	9.47'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	1°57'27"	435.00'	14.86'	7.43'
C2	2°20'26"	100.00'	4.09'	2.04'

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYO

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **Tri Pointe Homes IE-SD, Inc.,** dated 11/12/2024, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 10th day of December 2024, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: December 10, 2024

CITY OF BANNING

_____
Caroline Patton, Administrative City Clerk

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 408-701-020 & 021

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such easement, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 12th day of November, 2024.

Atwell Community Association
Individual/Corporation (Type Name)

Signature

Michael Heishman, Board Member
Name and Title (Type)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

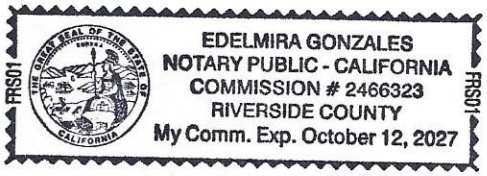
State of California
County of Riverside)

On 11/12/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael Heishman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Edelmira Gonzales (Seal)

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 24-0021
LEGAL DESCRIPTION

BEING A PORTION OF PARCELS "A" AND "B" LOT LINE ADJUSTMENT NO. 23-5002, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED JUNE 2, 2003 AS INSTRUMENT NO. 2023-0157668, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "B", SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF LILAC PLACE, HAVING A HALF WIDTH OF 28.00 FEET AND THE NORTHWEST CORNER OF LOT 92, BOTH AS SHOWN ON TRACT NO. 37389-3, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 485, PAGES 85 THROUGH 94, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL "B" AND SAID EASTERLY RIGHT OF WAY LINE OF LILAC PLACE NORTH 34°02'18" WEST 76.93 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 34°02'18" WEST 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE OF PARCEL "B" AND SAID EASTERLY RIGHT OF WAY LINE OF LILAC PLACE NORTH 55°57'42" EAST 64.46 FEET;

THENCE NORTH 34°02'18" WEST 5.00 FEET;

THENCE NORTH 55°57'42" EAST 10.00 FEET;

THENCE SOUTH 34°02'18" EAST 15.00 FEET;

THENCE SOUTH 55°57'42" WEST 36.96 FEET;

THENCE SOUTH 34°02'18" EAST 58.33 FEET;

THENCE SOUTH 55°57'42" WEST 20.50 FEET;

THENCE NORTH 34°02'18" WEST 10.00 FEET;

THENCE NORTH 55°57'42" EAST 10.50 FEET;

THENCE NORTH 34°02'18" WEST 48.33 FEET;

THENCE SOUTH 55°57'42" WEST 27.50 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 1,483 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 24-0021
LEGAL DESCRIPTION

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:



10-25-24

DARYL J. CHRISTIAN, PLS 8554 DATE

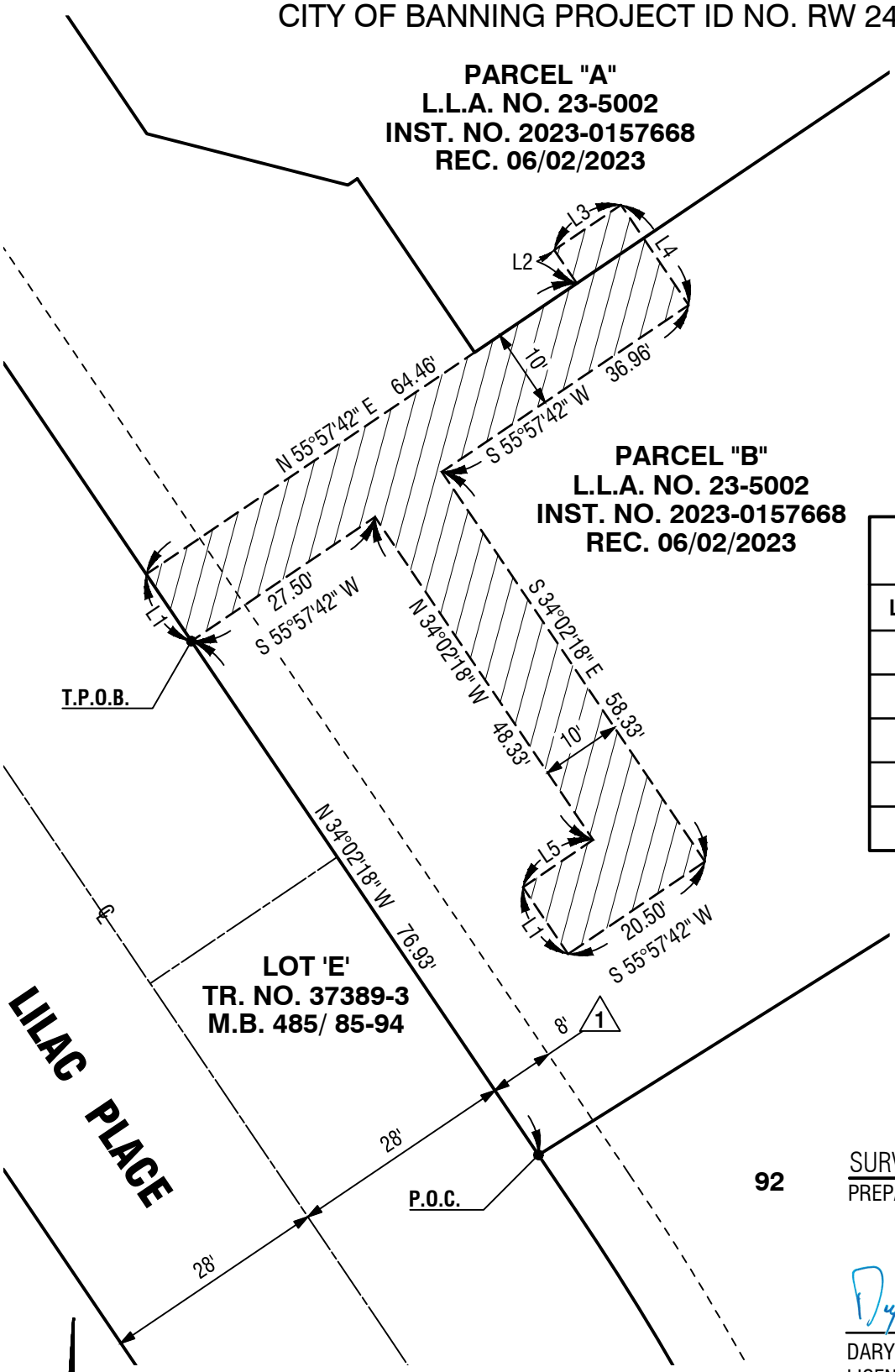
RECOMMENDED FOR ACCEPTANCE BY:

_____

ROBERT C. OLLERTON, RLS, DATE
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 24-0021



LEGEND:

PUBLIC ELECTRIC EASEMENT (1,483 SF)

ABBREVIATIONS

M.B.	MAP BOOK
NO.	NUMBER
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING

EASEMENT NOTES:

1. INDICATES NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF BANNING PER TRACT NO. 37389-3, M.B. 485/85-94

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 34°02'18" W	10.00'
L2	N 34°02'18" W	5.00'
L3	N 55°57'42" E	10.00'
L4	S 34°02'18" E	15.00'
L5	N 55°57'42" E	10.50'

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA

SURVEYOR'S CERTIFICATE

PREPARED UNDER THE SUPERVISION OF:

10-25-24

DARYL J. CHRISTIAN DATE
LICENSED LAND SURVEYOR NO. 8554

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYO

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **Atwell Community Association,** dated 11/12/2024, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 10th day of December 2024, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: December 10, 2024

CITY OF BANNING

_____
Caroline Patton, Administrative City Clerk

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 408-570-003

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such easement, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 12th day of November, 2024.

Tri Pointe Homes IE-SD, Inc.
Individual/Corporation (Type Name)

Signature

Brian Ortwein, Vice President of Project Management
Name and Title (Type)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

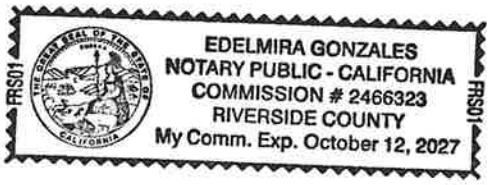
State of California
County of Riverside)

On 11/12/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Brian Ortwein,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Edelmira Gonzales (Seal)

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 24-0018
LEGAL DESCRIPTION

BEING A 16.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 'J' OF TRACT NO. 37388-2, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 495, PAGES 6 THROUGH 13, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MAGNOLIA PLACE, HAVING A HALF WIDTH OF 28.00 FEET, AND FRASER PLACE, HAVING A HALF WIDTH OF 35.00 FEET AS SHOWN ON SAID TRACT NO. 37388-2;

THENCE ALONG THE CENTERLINE OF SAID FRASER PLACE SOUTH 89°46'46" EAST 55.99 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE OF FRASER PLACE SOUTH 0°13'14" WEST 35.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID FRASER PLACE, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID LOT 'J' AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 0°13'14" WEST 10.00 FEET TO THE **POINT OF TERMINUS**.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 160 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:



11-8-24

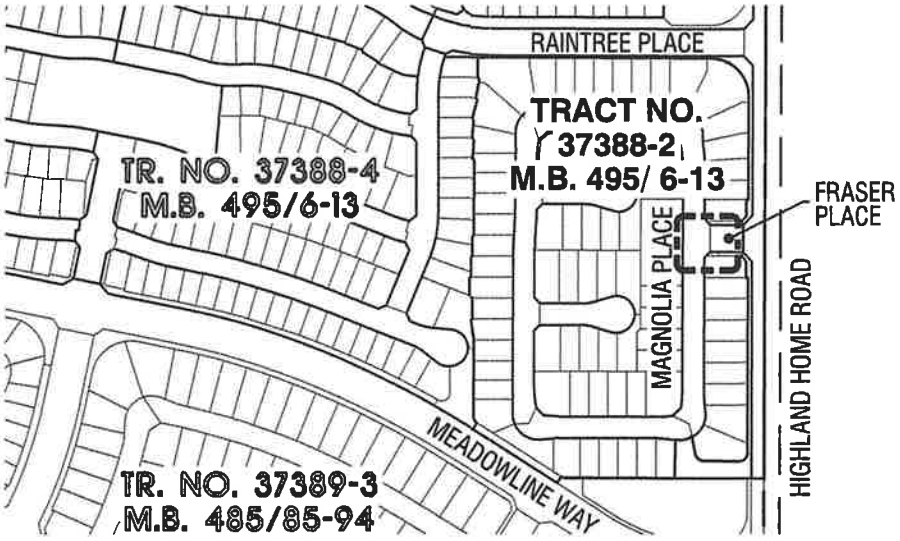
DARYL J. CHRISTIAN, PLS 8554 DATE

RECOMMENDED FOR ACCEPTANCE BY:

ROBERT C. OLLERTON, RLS, DATE
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
BOUNDARY PLAT
CITY OF BANNING PROJECT ID NO. RW 24-0018



SURVEYOR'S CERTIFICATE

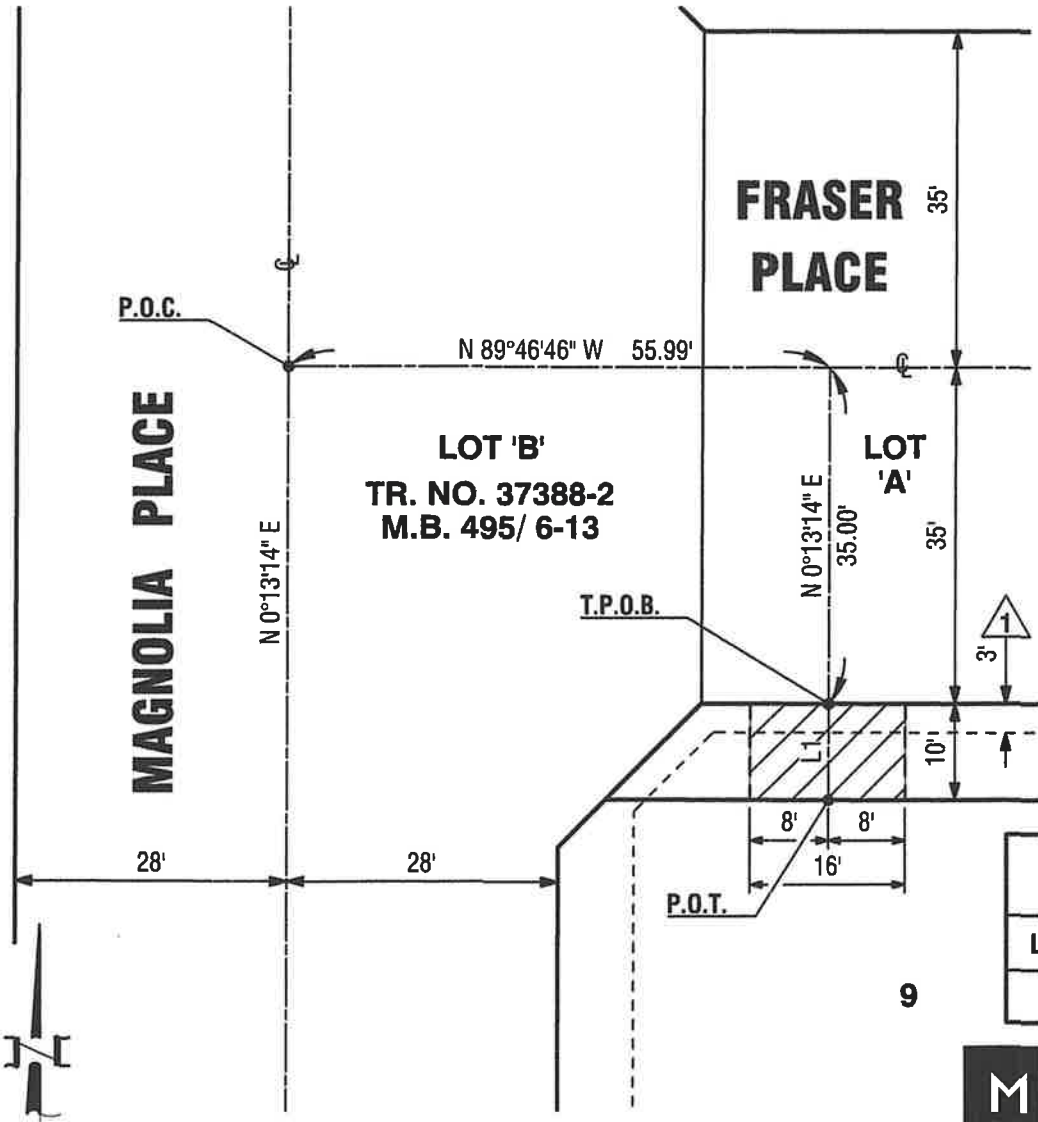
PREPARED UNDER THE SUPERVISION OF:

11-8-24

DARYL J. CHRISTIAN DATE

LICENSED LAND SURVEYOR NO. 8554

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA



LEGEND:

PUBLIC ELECTRIC EASEMENT 160 S.F.

ABBREVIATIONS

M.B.	MAP BOOK
NO.	NUMBER
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINATION
T.P.O.B.	TRUE POINT OF BEGINNING

EASEMENT NOTES:

1. INDICATES NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF BANNING PER TRACT NO. 37388-2, M.B. 495/6-13

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	10.00'

9

SCALE: 1" = 20'

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYO

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **Tri Pointe Homes IE-SD, Inc.,** dated 11/12/2024, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 10th day of December 2024, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: December 10, 2024

CITY OF BANNING

_____
Caroline Patton, Administrative City Clerk

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Introduction and First Reading of Ordinance 1607, Amending Chapter 15.76 of the Banning Municipal Code to Update the City's Participation in the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program, Consideration and Adoption of Resolution 2024-196, Approving a TUMF Nexus Study to Amend the TUMF Schedule that is Applicable to Development Projects in Banning Pursuant to the Mitigation Fee Act, and Making a Determination of Exemption Under the California Environmental Quality Act**

RECOMMENDATION:

1. Waive full reading and introduce by title only Ordinance 1607 and determine this action is exempt under CEQA
2. Adopt Resolution 2024-196, approving a TUMF Nexus Study to amend the TUMF schedule and determine this action is exempt under CEQA

BACKGROUND:

The City of Banning is a Member Jurisdiction of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen (18) cities located in Wester Riverside County. Acting in concert, in 2002-2003 the WRCOG Member Jurisdictions developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials due to new development in Western Riverside County could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development. As a Member Jurisdiction of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain "Western Riverside County Transportation Uniform Fee Nexus Study," ("2002 Nexus Study") later adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the City adopted and implemented an ordinance authorizing the City's participation in a TUMF Program, which was amended in 2019 by Ordinance 1549 and located in Chapter 15.76 ("Western Riverside County Transportation Uniform Mitigation Fee Program") of Title 15 ("Buildings and Construction") of the Banning Municipal Code.

Pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 et seq.), WRCOG has prepared a new nexus study ("2024 Nexus Study") to update the fees. On September 9, 2024 the WRCOG Executive Committee reviewed the 2024 Nexus Study and recommended TUMF Participating Jurisdictions update their fees by amending their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction.

JUSTIFICATION:

The proposed Ordinance provides the legal basis for a revised TUMF schedule. The actual TUMF

schedule will be established through the Resolution.

In accordance with the Mitigation Fee Act, the proposed Ordinance and 2024 Nexus Study: (i) identify the purpose of the revised fees; (ii) identify the use to which the revised fees is to be put, including identification of any facilities to be financed; (iii) determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; (iv) determine how there is a reasonable relationship between the need for the public facilities and the type of development project upon which the fees are imposed; and (v) determine how there is a reasonable relationship between the amount of the fees and the cost of the public facilities or portion or the public facility attributable to the development on which the fees are imposed.

The resolution will establish the Fee Schedule for TUMF as follows:

1. $12,380 per single family residential unit 1,800 square feet or less
2. $13,927 per single family residential unit between 1,801 and 2,300 square feet
3. $15,476 per single family residential unit between 2,301 and 2,700 square feet
4. $19,344 per single family residential unit greater than 2,700 square feet
5. $7,816 per multi-family residential unit
6. $2.33 per square foot of an industrial project
7. $7.72 per square foot of a retail commercial project
8. $4.89 per square foot of a service commercial project
9. $2.45 per square foot of a service Class A and B Office

The effective date for the new TUMF Schedule is April 1, 2025.

FISCAL IMPACT:

Fiscal impact for ordinance and resolution preparation include publication costs ($776) and some City staff time to prepare the staff report and attachments; however, WRCOG prepared most information (nexus study, and templates for staff report, ordinance and resolution) to minimize impacts to City staff.

If approved, the proposed ordinance and resolution will assure the City as a Member Agency of WRCOG collects its share of development impact fees from development projects consistent with the other Member Agencies of WRCOG, in order to receive benefits from shared funding pool for roadway improvements in the region and City of Banning. Recent local transportation projects that have benefitted from the City's compliance with and implementation of the TUMF Program include the Sun Lakes Boulevard extension and the Highland Springs Interchange improvement. The City has benefited in the with funding towards the Sunset Grade Separation Project, and future projects eligible for funding include the Hargrave Grade Separation, Sunset Interchange Improvements, and the Cabazon Connector Project.

ALTERNATIVES:

Do not introduce the ordinance or adopt the associated resolution and provide alternative direction to staff. It should be noted that this alternative may result in the loss of funding for current transportation projects (Sun Lakes Boulevard Extension) and inhibit future transportation improvements, resulting in traffic congestion and unacceptable levels of service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Ordinance 1607 TUMF Program.docx
2. Ordinance Exhibit A (Map of the Regional System)
3. Ordinance Exhibit B - TUMFNexusStudy(240909)
4. Resolution 2024-196, TUMF Schedule.doc
5. 2024 11 29_12 06_Affidavit_PHN Ord Summary 1607.pdf

ORDINANCE NO. 1607

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING AND SUPERSEDING ORDINANCE NO. 1549 TO UPDATE PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Banning ("City") is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the "Regional System") could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development. A map depicting the boundaries of Western Riverside County and the Regional System is attached here as Exhibit "A" and incorporated herein. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain "Western Riverside County Transportation Uniform Fee Nexus Study," dated October 18, 2002 (the "2002 Nexus Study") prepared in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 *et seq*.) and adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the City adopted and implemented an ordinance authorizing the City's participation in a TUMF Program; and

WHEREAS, in 2016, the TUMF Nexus Study ("2016 Nexus Study") was updated for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, on September 11, 2017, the City adopted Ordinance No. 1514 which adopted the 2016 Nexus Study and updated the TUMF; and

WHEREAS, in 2018, the TUMF Program was altered to adopt a process in which WRCOG calculates and collects TUMF on behalf of member agencies under the Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2018; and

WHEREAS, on August 27, 2019, the City adopted Ordinance No. 1549 allowing WRCOG to calculate and collect TUMF on behalf of the City; and

WHEREAS, WRCOG, with the assistance of TUMF Participating Jurisdictions, has prepared an updated nexus study entitled "Transportation Uniform Mitigation Fee

Nexus Study: 2024 Update" ("2024 Nexus Study") pursuant to California Government Code sections 66000 *et seq*. (the Mitigation Fee Act), for the purpose of updating the fees. On September 9, 2024, the WRCOG Executive Committee reviewed the 2024 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, consistent with its previous findings made in the adoption of Ordinance Nos. 1514 and 1549, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF; and

WHEREAS, the City Council finds and determines that the cost estimates set forth in the new 2024 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development; and

WHEREAS, the fees collected pursuant to this Ordinance shall be used to help pay for the design, planning, construction of and real acquisition for the Regional System improvements and its facilities as identified in the 2024 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements; and

WHEREAS, the proposed Ordinance establishes a funding mechanism for potential transportation improvements and does not approve the construction nor cause

the construction of any specific transportation improvements within Riverside County. Therefore, as it relates to the California Environmental Quality Act ("CEQA"), the adoption and approval of this Ordinance (and any related update to fees) qualifies for an exemption pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility these proposed amendments and updates may have a significant effect on the environment; and

WHEREAS, by notice duly given and published, on December 10, 2024, the City Council held a public hearing on the 2024 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2024 Nexus Study available to the public; and

WHEREAS, at the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing.

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. All of the above recitals are true and correct and are herein by reference.

SECTION 2. The Council hereby finds that the 2024 Nexus Study proposes a fair and equitable method for distributing a portion of the unfunded costs of improvements and facilities to the Regional system.

SECTION 3. The City Council hereby adopts the 2024 Nexus Study and its findings. The 2024 Nexus Study is attached and incorporated herein as Exhibit "B."

SECTION 4. Chapter 15.76 ("Western Riverside County Transportation Uniform Mitigation Fee Program") of Title 15 ("Building and Construction") of the Banning Municipal Code is hereby amended in its entirety to read as follows:

"**Chapter 15.76 Western Riverside County Transportation Uniform Mitigation Fee Program**

Sections:

15.76.010 Title.

15.76.020 Definitions.

15.76.030 Establishment of the Transportation Uniform Mitigation Fee.

15.76.040 Reimbursements.

15.76.050 Procedures for the Levy, Collection and Disposition of Fees.

15.76.060 Appointment of the TUMF Administrator.

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15.76.070 Effect.

15.76.010 Title.

This Ordinance shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2025" ("Ordinance").

15.76.020 Definitions.

For the purpose of this Ordinance, the following words, terms and phrases shall have the following meanings:

A. "Class 'A' Office" means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'A" Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

B. "Class 'B' Office" means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'B" Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building**.**

C. "Development Project" or "Project" means any project undertaken for the purposes of development, including the issuance of a permit for construction.

D. "Disabled Veteran" means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

E. "Government/public buildings, public schools, and public facilities" means any owned and operated facilities by a government entity in accordance with Section G. Exemptions, Subsection 2. of this Ordinance. A new development that is subject to a

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long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply only if all of the following conditions are met:

(1) The new development being constructed is subject to a long-term lease with a government agency.

(2) The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than 20 years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.

(3) No less than ninety percent of the total square footage of the building is leased to the government agency during the term of deed restriction the long term and any extensions thereof.

(4) The new development is constructed at prevailing wage rates.

(5) A copy of the lease is provided to the applicable jurisdiction and to WRCOG.

(6) Based on the facts and circumstances WRCOG determines that the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

F. "Gross Acreage" means the total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

G. "Guest Dwellings" and "Detached Second Units" according to the State of California legal definition as following: 1) Complies with the State of California Department of Housing and Community Development *Accessory Dwelling Unit* Handbook and 2) Are ministerially approved by each jurisdiction's local codes.

H. "Habitable Structure" means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

I. "Industrial Project" means any development project that proposes any industrial or manufacturing use allowed in the following Title 17 zoning classifications: Industrial (I), Airport Industrial (AI), Business Park (BP), or Specific Plan with one of the aforementioned zoning districts used as the base zone.

J. "Long-Term Lease" as used in the TUMF Program, a "long-term lease" shall mean a lease with a term of no less than twenty years.

K. "Low Income Residential Housing" means "Residential Affordable Units" for:

(1) rental housing, the units shall be made available, rented and restricted to "lower income households" (as defined in Health and Safety Code Section 50079.5) at an "affordable rent" (as defined in Health and Safety Code Section 50053). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent for a period of at

least fifty-five (55) years after the issuance of a certificate of occupancy for new residential development;

(2) for-sale housing, the units shall be sold to "persons or families of low or moderate income" (as defined in Health and Safety Code Section 50093) at a purchase price that will not cause the purchaser's monthly housing cost to exceed "affordable housing cost (as defined in Health and Safety Code Section 50052.5) Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five (45) years after the issuance of a certificate of occupancy for the new residential development.

L. "Mixed-Use Development" as used in the TUMF Program, means Developments with the following criteria: (1) three or more significant revenue-producing uses, and (2) significant physical and functional integration of project components.

M. "Multi-Family Residential Unit" means a structure with two or more legal independent residential dwelling units intended for human habitation.

N. "Non-Profit Organization" means an organization operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial port of its activities and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c) (3) charitable organization as defined by the Internal Revenue Service.

O. "Non-Residential Unit" means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

P. "Recognized Financing District" means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

Q. "Residential Dwelling Unit" means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. "Residential Dwelling Unit" shall not include hotels or motels.

R. "Retail Commercial Project" means any development project that proposes any retail commercial activity use not defined as a service commercial project allowed in the following Title 17 zoning classifications: Downtown Commercial (DC), General Commercial (GC), Highway Serving Commercial (HSC), or Specific Plan with one of the aforementioned zones used as the base zone, which can include any eating/dining facility residing on the retail commercial development premises.

S. "Service Commercial Project" means any development project that is predominately dedicated to business activities associated with professional or

administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices eating/dining facilities, and other uses related to personal or professional services.

T. "Single Family Residential Unit" means each residential dwelling unit development which is situated on one lot which shares no common wall, foundation, or other interconnection with another dwelling unit.

U. "TUMF Administrative Plan" means that the TUMF Administration Plan adopted by the WRCOG Executive Committee May 5, 2003, as amended, setting forth detailed administration procedures and requirements for the TUMF program.

V. "TUMF Participating Jurisdiction" means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

15.76.030 Establishment of the Transportation Uniform Mitigation Fee.

A. Adoption of TUMF Schedule. The City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time.

B. Fee Calculation. The fees shall be calculated by WRCOG according to the calculation methodology fee set forth in the WRCOG TUMF Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. In addition to data in the Fee Calculation Handbook, WRCOG Staff may consider the following items when establishing the appropriate fee calculation methodology:

1. Underlying zoning of the site
2. Land-use classifications in the latest Nexus Study
3. Project specific traffic studies
4. Latest Standardized reference manuals such as the Institute of Traffic Engineers Trip Generation Manual
5. Previous TUMF calculations for similar uses
6. WRCOG staff shall approve final draft credit / reimbursement agreement prior to execution

WRCOG shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided by the local agency. In case of a conflict between the applicant, WRCOG, and/or the local agency regarding the fee calculation methodology, the dispute resolution process in the TUMF Administrative Plan will apply.

C. Fee Adjustment. The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the Resolution reference is subsection A, above, the fees may be increased or decreased to reflect the changes in actual and estimated costs of the Regional System including,

but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this Ordinance, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of this Ordinance.

D. Purpose. The purpose of the TUMF is to fund those certain improvements to the Regional System as depicted in Exhibit "A" of the ordinance codified in this Chapter and identified in the 2024 Nexus Study, Exhibit "B" of the ordinance codified in this chapter.

E. Applicability. The TUMF shall apply to all new development within the City, unless otherwise exempt hereunder.

F. Exemptions. The following types of new development shall be exempt from the provisions of this Ordinance and in TUMF Administrative Plan:

1. Low income residential housing as described in paragraph "K." of Section 15.76.020 and in the TUMF Administrative Plan.

2. Government/public buildings, public schools, and public facilities as described in paragraph "E." of Section 15.76.020 and in the TUMF Administrative Plan. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.

3. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 *et seq.*, prior to the effective date of Ordinance No. 1344, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of Ordinance No. 1344, the TUMF shall be imposed.

4. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

5. Guest Dwellings and Detached Second Units as described in this Ordinance in paragraph "G." of Section 15.76.020 and in the Administrative Plan.

6. Kennels and Catteries established in connection with an existing single family residential unit.

7. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax exemption (excluding concert venues, coffee/snack shops, book stores, for-profit pre-school day-cares, etc., which would be assessed TUMF).

8. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

9. New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans.

10. Other uses may be exempt as determined by the WRCOG Executive Committee as further defined in the TUMF Administrative Plan.

G. Credit. Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

1. Regional Tier

a. Arterial Credits: If a developer constructs arterial improvements identified on the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved Nexus Study for the Regional System effective at the time the credit agreement is entered into. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.

b. Other Credits: In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the City in consultation with the developer. All such credits must have prior written approval from WRCOG.

c. The amount of the development fee credit shall not exceed the maximum amount determined by the Nexus Study for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

2. Local Tier

a. The local jurisdictions shall compare facilities in local fee programs against the Regional System and eliminate any overlap in its local fee program except where there is a Recognized Financing District has been established.

b. If there is a Recognized Financing District established, the local agency may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

15.76.040 Reimbursements.

Should the developer construct Regional System improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year Zone Transportation Improvement Program's adopted annually by WRCOG.

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15.76.050 Procedures for the Levy, Collection and Disposition of Fees.

A. Authority of the Building Department. The Director of Building & Safety, or his/her designee, is hereby authorized to provide WRCOG with development project specifics for the calculation of TUMF in a manner consistent with the TUMF Administrative Plan.

B. Payment and Collection. Payment of the fees shall be as follows:

1. All fees collected hereunder shall be collected by WRCOG for deposit, investment, accounting and expenditure in accordance with the provisions of this Ordinance, TUMF Administrative Plan, and the Mitigation Fee Act.

2. The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first (the "Payment Date"). However this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the Payment Date, the amount of the fee due shall be based on the TUMF fee schedule in place on the Payment Date. The fees shall be calculated according to fee schedule set forth in the Ordinance and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.

3. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this Ordinance, not the date the Ordinance is initially adopted. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.

4. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.

5. Fees shall not be waived.

C. Issuance of Certificate of Occupancy. The City shall not issue a certificate of occupancy for any Development Project until WRCOG has provided written evidence that it has collected the fee.

D. Appeals. Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

E. Reports to WRCOG. The Community Development Director, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established under Section 15.76.060.

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15.76.060 Appointment of the TUMF Administrator.

WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to collect all fees generated from the TUMF within the City, and to invest, account for and expend such fees in accordance with the provisions of this Ordinance and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this Ordnance shall be contained in the TUMF Administrative Plan . Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed two percent (2%) of the revenue raised by the TUMF Program. The TUMF Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

15.76.070 Effect.

No provisions of this Ordinance shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This Ordinance does not create any new TUMF.

SECTION 5. CEQA Determination. The City Council hereby determines, in accordance with Section 15061(b) of the California Environmental Quality Act Guidelines (the "CEQA Guidelines") (14 Cal. Code Regs. § 15000 et seq.) that the Transportation Uniform Mitigation Fee Program as described in this Ordinance is not a "project" within the meaning of Section 15378 and Section 15061(b)(3) of the CEQA Guidelines and is therefore exempt from the requirements of CEQA.

SECTION 6. Severability. If any one or more of the terms, provisions or sections of this Ordinance shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions and sections of this Ordinance shall not be affected thereby and shall be valid and enforceable.

SECTION 7. No Procedural defense. Prohibition of Jurisdictions from raising procedural defenses, including without limitation a statute of limitations, laches, the California Government Tort Claims Act, and necessary parties in a dispute with WRCOG regarding the matters set forth herein.

SECTION 8. Judicial Review. In accordance with State law, any judicial action or proceeding to attack, review, set aside, void or annul this Ordinance shall be commenced within 180 days of the date of adoption of this Ordinance.

SECTION 9. Ordinance No. 1549. This Ordinance supersedes the provisions of Ordinance No. 1549 provided this Ordinance is not declared invalid or unenforceable by a court of competent jurisdiction. If, for whatever reason, this Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, Ordinance No. 1549 all other related ordinances and polices shall remain in full force and effect.

SECTION 10. Effective Date. This Ordinance shall take effect on April 1, 2025.

PASSED, APPROVED AND ADOPTED this __th day of _____ 2025.

_____
__[NAME]_____, Mayor
City of Banning

ATTEST:

_____
Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

_____
Serita Young, City Attorney
Richards, Watson & Gershon

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CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that Ordinance 1607 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 10th day of December 2024, and was duly adopted at a regular meeting of said City Council on the __th day of _____ 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

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EXHIBIT "A"

MAP OF REGIONAL SYSTEM

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EXHIBIT "B"

NEXUS STUDY

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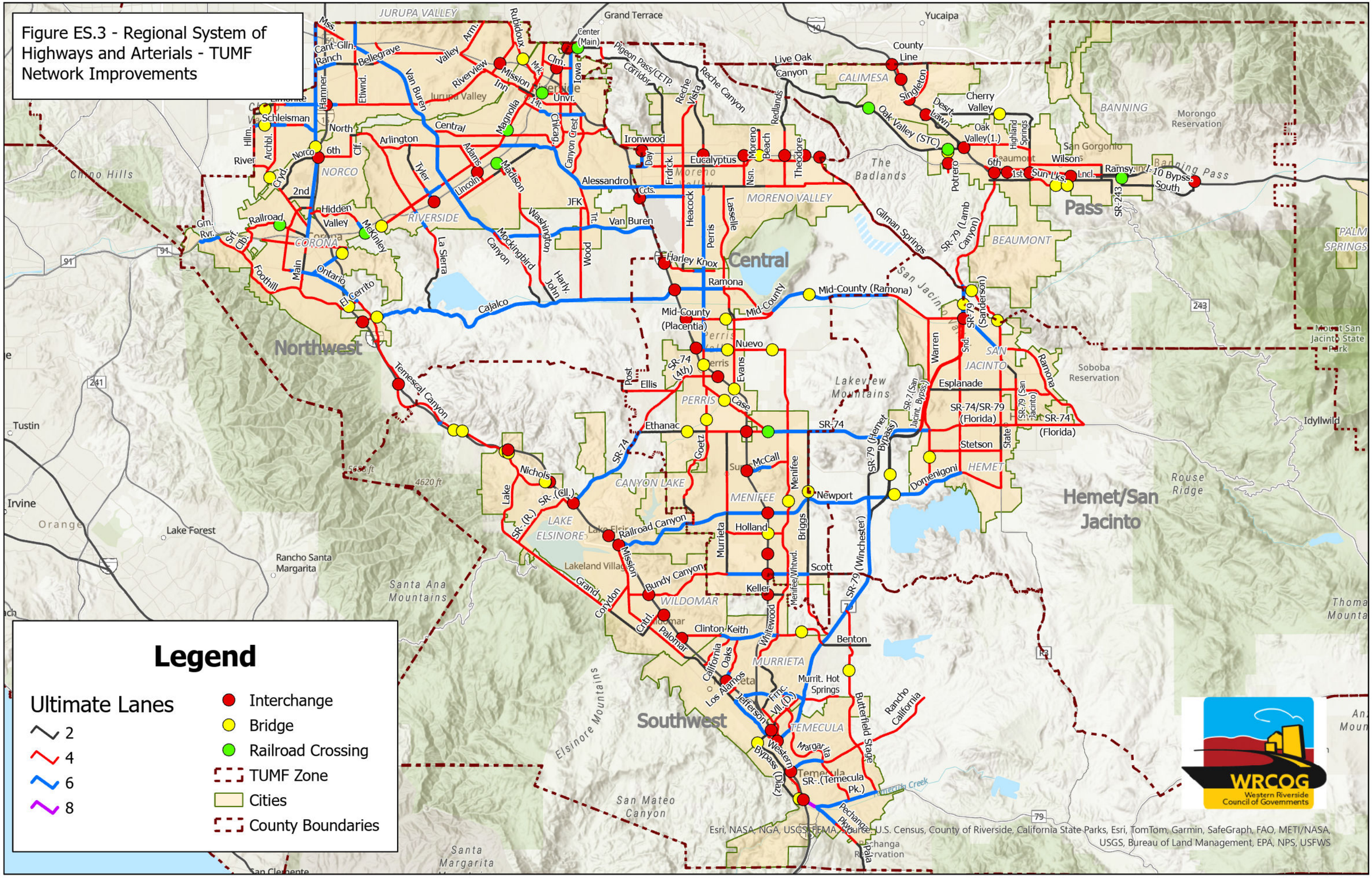
Figure ES.3 - Regional System of Highways and Arterials - TUMF Network Improvements


JURUPA VALLEY
Grand Terrace
Yucaipa
Jurupa Valley
Riverside
Corona
NORCO
RIVERSIDE
CORONA
CALIMESA
BANNING
MORENO VALLEY
BEAUMONT
PERRIS
CANYON LAKE
MENIFEE
LAKE ELSINORE
WILDOMAR
MURRIETA
TEMECULA
HEMET
SAN JACINTO
Northwest
Central
Southwest
Hemet/San Jacinto
The Badlands
Lakeview Mountains
Pass
Morongo Reservation
Soboba Reservation
Santa Ana Mountains
San Jacinto Mountains
Elsinore Mountains
San Mateo Canyon
Santa Margarita Mountains
Rouse Ridge
Chino Hills
Irvine
Orange
Lake Forest
Rancho Santa Margarita
Tustin
Idyllwild
Mount San Jacinto State Park
Pechanga Reservation
Pala
Interstate 10 Bypass South
Oak Valley (STC)
SR-79 (Winchester)
SR-79 (Sanderson)
SR-79 (Lamb Canyon)
SR-79 (Hemet Bypass)
SR-74
SR-243
SR-371
SR-74/SR-79 (Florida)
SR-74 (4th)
SR-74 (Ellis)
SR-74 (Goetz)
SR-74 (Nichols)
SR-74 (Railroad Canyon)
SR-74 (Mission)
SR-74 (Grand)
SR-74 (Bundy Canyon)
SR-74 (Palomar)
SR-74 (Clinton Keith)
SR-74 (Bypass (Diaz))
SR-74 (Temecula Pk.)
Mid-County (Ramona)
Mid-County (Placentia)
Gilman Springs
Cajalco
Temescal Canyon
Mockingbird Canyon
Railroad Canyon
Bundy Canyon
Clinton Keith
Scott
Holland
Newport
Benton
Murrit. Hot Springs
Esplanade
Stetson
Domenigoni
Ramona
Warren
Sunset
Evans
Case
Ethanac
McCall
Menifee
Briggs
Murrieta
Whitewood
Butterfield Stage
Rancho California
Los Alamos
Jefferson
Western Bypass
Temecula Creek
Pechanga Creek
Live Oak Canyon
Reche Canyon
Pigeon Pass/CETP Corridor
Redlands
Cherry Valley
Oak Valley(1.)
Highland Springs
San Gorgonio
Wilson
Sun Lks.
Ramsy.
Potrero
Banning Pass
Eucalyptus
Moreno Beach
Theodore
Heacock
Perris
Lasselle
Nsn.
Frdrck.
Day
Ironwood
Alessandro
Van Buren
JFK
Harley Knox
Ramona
Nuevo
Ellis
Post
Evans
Case
Goetz
Menifee
Briggs
Murrieta
Whitewood
Scott
Holland
Newport
Benton
Murrit. Hot Springs
Esplanade
Stetson
Domenigoni
Ramona
Warren
Sunset

TRANSPORTATION UNIFORM MITIGATION FEE NEXUS STUDY 2024 UPDATE

FINAL REPORT

Prepared for the Western Riverside Council of Governments

In Cooperation with

The City of Banning
The City of Beaumont
The City of Calimesa
The City of Canyon Lake
The City of Corona
The City of Eastvale
The City of Hemet
The City of Jurupa Valley
The City of Lake Elsinore
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The City of San Jacinto
The City of Temecula
The City of Wildomar
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March Joint Powers Authority
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Riverside Transit Agency
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Prepared by GHD

As adopted by the WRCOG Executive Committee, September 9, 2024

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ES.0 EXECUTIVE SUMMARY

ES.1 Introduction and Purpose of the Nexus Study

Western Riverside County includes 18 incorporated cities and the unincorporated county covering an area of approximately 2,100 square miles. Through the mid 2000's, this portion of Riverside County was growing at a pace exceeding the capacity of existing financial resources to meet increasing demand for transportation infrastructure. Although the economic recession of the late 2000's, and the associated crises in the mortgage and housing industries, slowed this rate of growth, the regional economy has recovered and the projected rate of development in Western Riverside County remains high. Similarly, the impact of the COVID-19 pandemic on travel demand in the region has also passed, with travel demands, especially for the highway network, surpassing pre-pandemic levels. Continued high growth in households and jobs in Western Riverside County could significantly increase congestion and degrade mobility if substantial investments are not made in transportation infrastructure. This challenge is especially critical for arterial roadways of regional significance, since traditional sources of transportation funding (such as the gasoline tax and local general funds) will not be nearly sufficient to fund the needed improvements.

In February 1999, the cities of Temecula, Murrieta and Lake Elsinore, the Western Riverside Council of Governments (WRCOG), the Riverside County Transportation Commission (RCTC) and the Building Industry Association (BIA) met to discuss the concept of a Transportation Uniform Mitigation Fee (TUMF) for southwest Riverside County. In August 2000, the concept was expanded to include the entire WRCOG sub-region.

Continued high growth in households and jobs in Western Riverside County could significantly increase congestion and degrade mobility if substantial investments are not made in transportation infrastructure. This challenge is especially critical for arterial roadways of regional significance, since traditional sources of transportation funding (such as the gasoline tax and local general funds) will not be nearly sufficient to fund the needed improvements. While the TUMF cannot fund all necessary transportation system improvements, it is intended to address a current transportation funding shortfall by establishing a new revenue source that ensures future new development will contribute toward addressing its indirect cumulative traffic impacts on regional transportation infrastructure. Funding accumulated through the TUMF Program will be used to construct transportation improvements such as new arterial highway lanes, reconfigured freeway interchanges, railroad grade separations and new regional express bus services that will be needed to accommodate future travel demand in Western Riverside County. By levying a fee on new developments in the region, local agencies will be establishing a mechanism by which developers and in turn new county residents and employees will effectively contribute their "fair share" toward sustaining the regional transportation system.

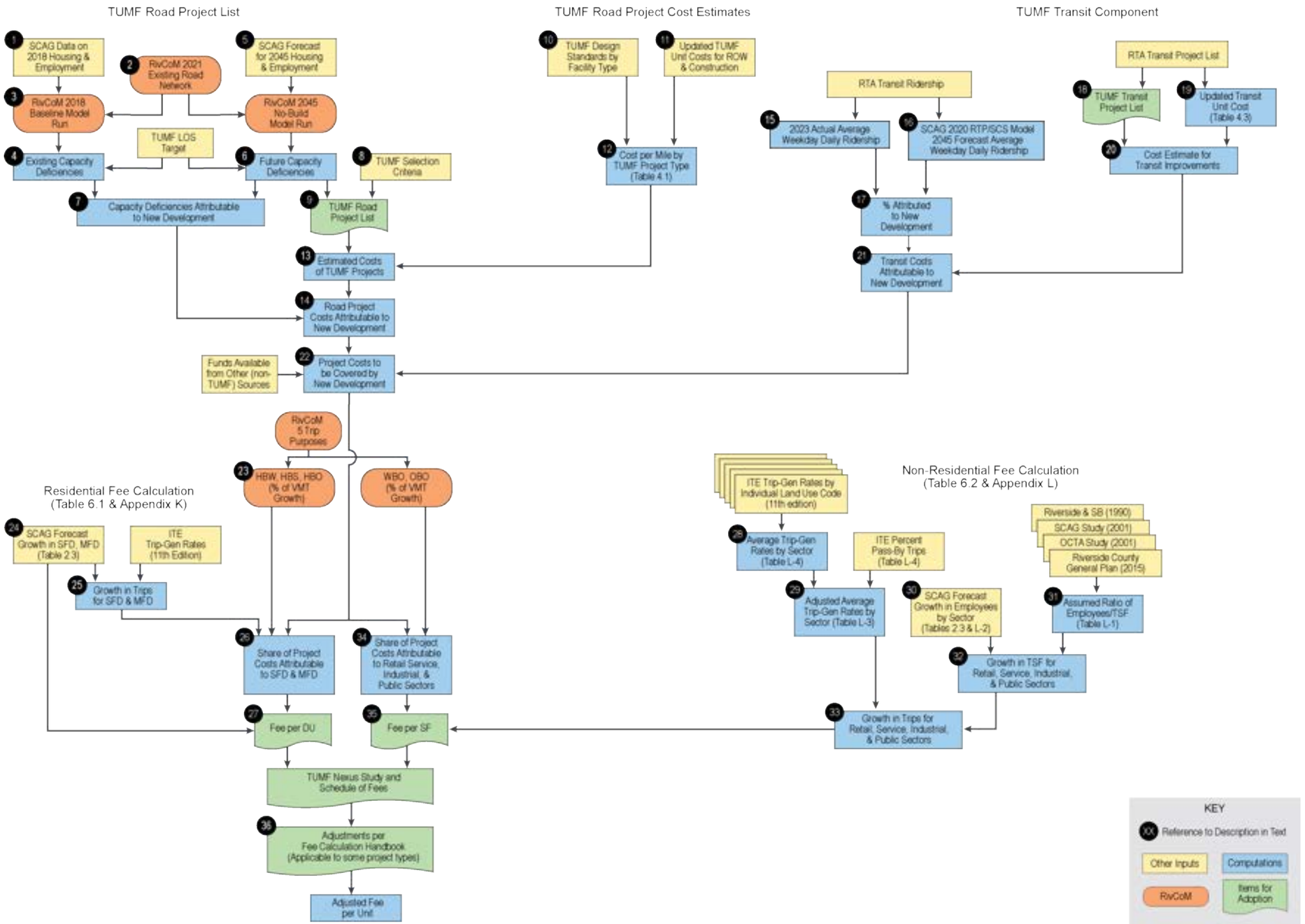
This TUMF Draft Nexus Study is intended to satisfy the requirements of California Government Code Chapter 5 Section 66000-66008 Fees for Development Projects (also known as California Assembly Bill 1600 (AB 1600) or the Mitigation Fee Act) which governs imposing development impact fees in California. The initial WRCOG TUMF Nexus Study was completed in October 2002 and adopted by the WRCOG Executive Committee in November 2002. The results of the first review of the Program were documented in the TUMF Nexus Study 2005 Update adopted by the WRCOG Executive Committee on February 6, 2006. A second comprehensive review of the TUMF Program was adopted by the WRCOG Executive Committee on October 5, 2009. A third comprehensive review of the TUMF Program was conducted following the adoption of the Southern California Association of Governments (SCAG) 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy (2016 RTP/SCS) on April 7, 2016. The WRCOG TUMF Nexus Study 2016 Update Report was adopted by the WRCOG Executive Committee on July 10, 2017.

On September 3, 2020, SCAG adopted Connect SoCal; The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy of the Southern California Association of Governments (2020 RTP/SCS). The adoption of the 2020 RTP/SCS confirmed new growth forecasts for the region that provide a foundational element for updating the TUMF program and the associated nexus determination prompting WRCOG to initiate the current program update. These forecasts are also integrated into the Riverside County Transportation Analysis Model (RivCoM) used to forecast the cumulative regional traffic impacts of new development on the arterial highway network in Western Riverside County.

The overall process for establishing the TUMF nexus is illustrated in Figure ES.1. Each technical step is denoted with a number on the flow chart with the numbers correlating to the detailed description of each step provided in Section 1.3 of the Nexus Study Report. The flow chart also incorporates color coding of the steps to indicate those steps that involved the application of RivCoM, steps that utilized other input data, steps that are computations of various inputs, and steps that required specific actions of the various WRCOG committees to confirm major variables. Where appropriate, the flow chart also includes specific cross references to the sections or tables included in the Nexus Study document that correlate to the particular step.

This version of the WRCOG TUMF Nexus Study Report documents the results of the fourth comprehensive review of the TUMF Program. This version of the document also incorporates revisions in response to comments received during the formal review of the earlier Draft TUMF Nexus Study 2024 Update. The findings of this report were ultimately adopted by the WRCOG Executive Committee on September 9, 2024.

Figure ES.1 - Flowchart of Key Steps in the TUMF Nexus Study Process



ES.2 Future Growth

In preparation for the 2020 RTP/SCS, SCAG undertook robust stakeholder engagement, including participation by WRCOG, Riverside County and the various cities in Western Riverside County, to develop regional demographic forecasts. Using input from regional stakeholders regarding anticipated patterns and rates of development, SCAG compiled and disseminated the forecasts that were ultimately adopted in 2020. The SCAG forecasts adopted for the 2020 RTP/SCS were subsequently used as the basis for RivCoM and are used as the basis for this TUMF Nexus Study Update.

A major distinction between data used for the TUMF Nexus Study 2016 Update and the SCAG 2020 RTP/SCS data used for this 2024 Update is the change in the base year from 2012 to 2018, as well as the change in the horizon year from 2040 to 2045. This shift in the base year and horizon year demographic assumptions of the program carries through all aspects of the nexus analysis, including the travel demand forecasting, network review and fee calculation.

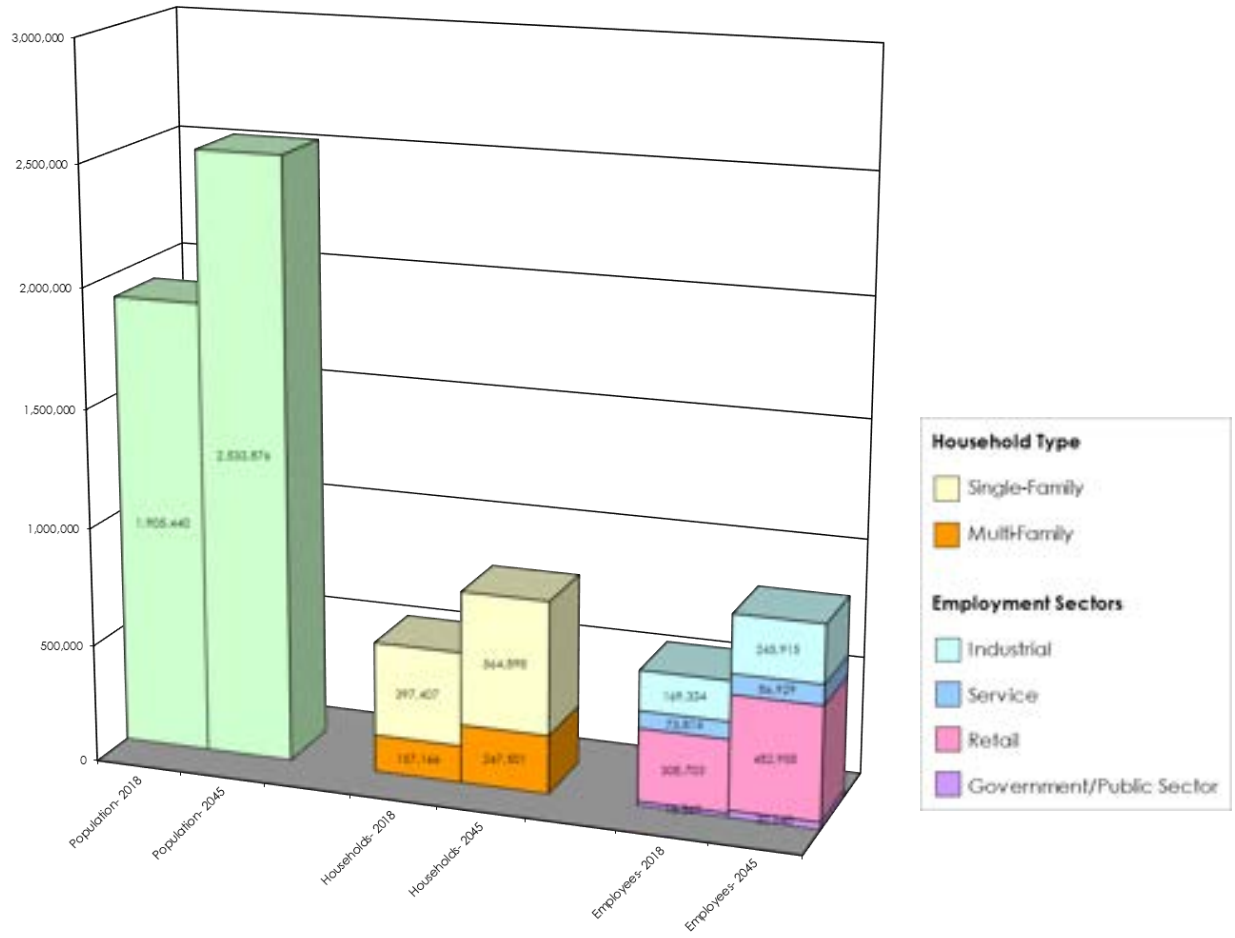
The population of Western Riverside County is projected to increase by 33% in the period between 2018 and 2045. During the same period, employment in Western Riverside County is anticipated to grow by 48%. **Figure ES.2** illustrates the forecast growth in population, household and employment for Western Riverside County.

ES.3 Need for the TUMF

The WRCOG TUMF study area was extracted from the greater RivCoM model network for the purpose of calculating measures for Western Riverside County only. Peak period performance measures for the TUMF study area included total vehicle miles of travel (VMT), total vehicle hours of travel (VHT), total combined vehicle hours of delay (VHD), and total VMT experiencing unacceptable level of service (LOS E).

As a result of the new development and associated growth in population and employment in Western Riverside County, additional pressure will be placed on the transportation infrastructure, particularly the arterial roadways, with the peak period VMT on the TUMF Network estimated to increase by 38% between 2018 and 2045. By 2045, 37% of the total VMT on the TUMF Network is forecast to be traveling on facilities experiencing peak period LOS E or worse. Without improvements to the arterial highway system, the total vehicle hours of delay (VHD) experienced by area motorists on the TUMF Network will increase over 5.0% per year. The need to improve these roadways and relieve future congestion is therefore directly linked to the future development which generates the travel demand.

Figure ES.2 - Population, Households and Employment in Western Riverside County (2018 to 2045)



As population and employment in Western Riverside County grows because of new development, demand for regional transit services in the region is also expected to grow. Weekday system ridership for RTA bus transit services is approximately 16,575 riders per day in Western Riverside County in 2023. By 2045, bus transit services are forecast to serve approximately 57,282 riders per weekday. This represents an average increase of 1,850 weekday riders each year. Based on this rate of ridership growth, weekday ridership is estimated to increase by 40,707 riders per weekday between 2018 and 2045.

The idea behind a uniform mitigation fee is to have new development throughout the region contribute equally to paying the cost of improving the transportation facilities that serve these longer-distance trips between communities. Thus, the fee should be used to improve transportation facilities that serve trips between communities within the region (primarily arterial roadways) as well as the infrastructure for public transportation. The fee should be assessed proportionately on new residential and non-residential development based on the relative impact of each use on the transportation system.

ES.4 The TUMF Network

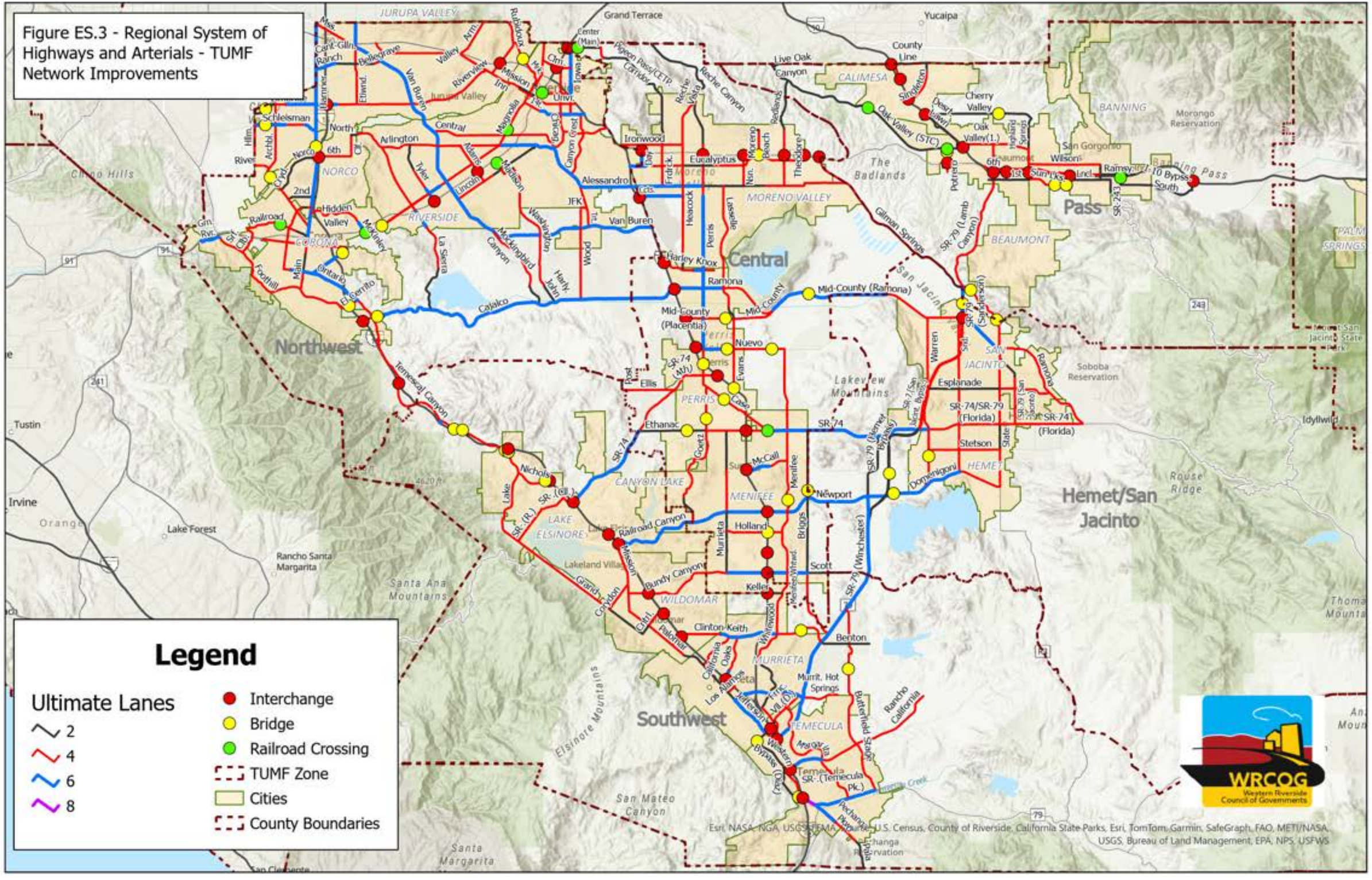
The Regional System of Highways and Arterials (also referred to as the TUMF Network) is the system of roadways that serve inter-community trips within Western Riverside County and therefore are eligible for improvement funding with TUMF funds. Transportation facilities in Western Riverside County that generally satisfied these guidelines were initially identified, and a skeletal regional transportation framework evolved from facilities where several guidelines were observed. Representatives of all WRCOG constituent jurisdictions reviewed this framework in the context of current local transportation plans to define the TUMF Network, which was subsequently endorsed by the WRCOG Public Works Committee, WRCOG Technical Advisory Committee, TUMF Policy Committee and the WRCOG Executive Committee.

The TUMF Network was reviewed as part of the 2024 Nexus Update to ensure facilities generally still met the previously described performance guidelines, and/or that the scope and magnitude of specific improvements to the TUMF Network were roughly proportional to the impacts needing to be mitigated. This review process resulted in the removal of various facilities from the TUMF Network, as well as various changes in the scope and magnitude of specific improvements to the TUMF Network.

Figure ES.3 illustrates the TUMF improvements to the Regional System of Highways and Arterials.

The total cost of improving the TUMF system is $5.28 billion. Accounting for obligated funds and unfunded existing needs, the estimated maximum eligible value of the TUMF Program is $4.24 billion. The maximum eligible value of the TUMF Program includes approximately $3.87 billion in eligible arterial highway and street related improvements and $154.8 million in eligible transit related improvements. An additional $53.9 million is also eligible as part of the TUMF Program to mitigate the impact of eligible TUMF related arterial highway and street projects on critical native species and wildlife habitat, while $161.2 million is provided to cover the costs incurred by WRCOG to administer the TUMF Program.

Figure ES.3 - Regional System of Highways and Arterials - TUMF Network Improvements



ES.5 TUMF Nexus Analysis

There is a reasonable relationship between the future growth and the need for improvements to the TUMF system. These factors include:

- Western Riverside County is expected to continue growing as a result of future new development.
- Continuing new growth will result in increasing congestion on arterial roadways.
- The future arterial roadway congestion is directly attributable to the cumulative regional transportation impacts of future development in Western Riverside County.
- Capacity improvements to the transportation system will be needed to mitigate the cumulative regional impacts of new development.
- Roads on the TUMF network are the facilities that merit improvement through this fee program.
- Improvements to the public transportation system will be needed to provide adequate mobility for transit-dependent travelers and to provide an alternative to automobile travel.

The split of fee revenues between the backbone and secondary highway networks is related to the proportion of highway vehicle travel that is relatively local (between adjacent communities) and longer distance (between more distant communities but still within Western Riverside County). To estimate a rational fee split between the respective networks, the future travel forecast estimates were aggregated to a matrix of peak period trips between zones. The overall result is that 51.1% of the regional travel is attributable to the backbone network and 48.9% is assigned to the secondary network.

In order to establish the approximate proportionality of the future traffic impacts associated with new residential development and new non-residential development, peak period growth in VMT between 2018 and 2045 was derived from RivCoM and aggregated by trip purpose. It was concluded that home-based person trips represent 77.7% of the total future person trips, and the non-home-based person trips represent 22.3% of the total future person trips.

ES.6 Fair-Share Fee Calculation

The balance of the unfunded TUMF system improvement needs is $4.24 billion which is the maximum value attributable to the mitigation of the cumulative regional transportation impacts of future new development in the WRCOG region and will be captured through the TUMF Program. By levying the uniform fee directly on future new developments (and indirectly on new residents and new employees to Western Riverside County), these transportation system users are assigned their "fair share" of the

costs to address the cumulative impacts of additional traffic they will generate on the regional transportation system.

Of the $4.24 billion in unfunded future improvement needs, 77.7% ($3.30 billion) will be assigned to future new residential development and 22.3% ($946.5 million) will be assigned to future new non-residential development.

ES.7 Conclusions

Based on the results of the Nexus Study evaluation, it can be demonstrated that there is reasonable relationship between the cumulative regional transportation impacts of new land development projects in Western Riverside County and the need to mitigate these transportation impacts using funds levied through the proposed TUMF Program. Factors that reflect this reasonable relationship include:

- Western Riverside County is expected to continue growing as a result of future new development.
- Continuing new growth will result in increasing congestion on arterial roadways;
- The future arterial roadway congestion is directly attributable to the cumulative regional transportation impacts of future development in Western Riverside County;
- Capacity improvements to the transportation system will be needed to mitigate the cumulative impacts of new development;
- Roads on the TUMF network are the facilities that merit improvement through this fee program;
- Improvements to the public transportation system will be needed to provide adequate mobility for transit-dependent travelers and to provide an alternative to automotive travel.

The Nexus Study evaluation has established a proportional "fair share" of the improvement cost attributable to new development based on the impacts of existing development and the availability of obligated funding through traditional sources. The fair share fee allocable to future new residential and non-residential development in Western Riverside County is summarized for differing use types in **Table ES.1**.

Table ES.1 - Transportation Uniform Mitigation Fee for Western Riverside County				
Land Use Type	**Units**	**Development Change**	**Fee Per Unit**	**Total Revenue ($ million)**
Single-Family Residential	DU	167,491	**$15,476**	$2,592.0
Multi-Family Residential	DU	90,335	**$7,816**	$706.1
Industrial	SF GFA	61,489,565	**$2.33**	$143.1
Retail	SF GFA	6,557,500	**$11.21**	$73.5
Service	SF GFA	66,735,957	**$9.76**	$651.1
Government/Public	SF GFA	3,420,665	**$23.07**	$78.9
MAXIMUM TUMF VALUE				**$2,961.0**

1.0 INTRODUCTION AND PURPOSE OF THE NEXUS STUDY

1.1 Background

Western Riverside County includes 18 incorporated cities and the unincorporated county covering an area of approximately 2,100 square miles. Through the mid 2000's, this portion of Riverside County was growing at a pace exceeding the capacity of existing financial resources to meet increasing demand for transportation infrastructure. Although the economic recession of the late 2000's, and the associated crises in the mortgage and housing industries, slowed this rate of growth, the regional economy has recovered and the projected rate of development in Western Riverside County remains high. Similarly, the impact of the COVID-19 pandemic on travel demand in the region has also passed, with travel demands, especially for the highway network, surpassing pre-pandemic levels.

Continued high growth in households and jobs in Western Riverside County could significantly increase congestion and degrade mobility if substantial investments are not made in transportation infrastructure. This challenge is especially critical for arterial roadways of regional significance, since traditional sources of transportation funding (such as the gasoline tax and local general funds) will not be nearly sufficient to fund the needed improvements. Development exactions only provide improvements near the development site, and the broad-based county-level funding sources (i.e., Riverside County's half-cent sales tax known as Measure A) designate only a small portion of their revenues for arterial roadway improvements.

In anticipation of the continued future growth projected in Riverside County, several county-wide planning processes were initiated in 1999. These planning processes include the Riverside County General Plan Update, the Community Environmental Transportation Acceptability Process (CETAP) and the Multi-Species Habitat Conservation Plan (MSHCP). Related to these planning processes is the need to fund the mitigation of the cumulative regional transportation impacts of future new development.

Regional arterial highways in Western Riverside County are forecast to carry significant traffic volumes by 2045. While some localized fee programs exist to mitigate the local impacts of new development on the transportation system in specific areas, and while these programs are effective locally, they are insufficient in their ability to meet the regional demand for transportation infrastructure. Former Riverside County Supervisor Buster recognized the need to establish a comprehensive funding source to mitigate the cumulative regional transportation impacts of new development on regional arterial highways. The need to establish a comprehensive funding source for arterial highway improvements has evolved into the development of the Transportation Uniform Mitigation Fee (TUMF) for Western Riverside County.

In February 1999, the cities of Temecula, Murrieta and Lake Elsinore, the Western Riverside Council of Governments (WRCOG), the Riverside County Transportation Commission (RCTC) and the Building Industry Association (BIA) met to discuss the

concept of a TUMF. The intent of this effort was to have the southwest area of Western Riverside County act as a demonstration for the development of policies and a process for a regional TUMF Program before applying the concept countywide. From February 1999 to September 2000, the Southwest Area Transportation Infrastructure System Funding Year 2020 (SATISFY 2020) Program progressed with policy development, the identification of transportation improvements, traffic modeling, cost estimates, fee scenarios and a draft Implementation Agreement.

In May 2000, Riverside County Supervisor Tavaglione initiated discussions in the northwest area of Western Riverside County to determine the level of interest in developing a TUMF for that area of the county. Interest in the development of a northwest area fee program was high. In August 2000, the WRCOG Executive Committee took action to build upon the work completed in the southwest area for the SATISFY 2020 program and to develop a single consolidated mitigation fee program for all of Western Riverside County. This action was predicated on the desire to establish a single uniform mitigation fee program to mitigate the cumulative regional impacts of new development on the regional arterial highway system, rather than multiple discrete and disparate fee programs with varying policies, fees and improvement projects. A TUMF Policy Committee comprising regional elected officials was formed to recommend and set policies for staff to develop the TUMF Program and provide overall guidance to all other staff committees.

While the TUMF cannot fund all necessary transportation system improvements, it is intended to address a current transportation funding shortfall by establishing a new revenue source that ensures future new development will contribute toward addressing its indirect cumulative traffic impacts on regional transportation infrastructure. Funding accumulated through the TUMF Program will be used to construct transportation improvements such as new arterial highway lanes, reconfigured freeway interchanges, railroad grade separations and new regional express bus services that will be needed to accommodate future travel demand in Western Riverside County. By levying a fee on new developments in the region, local agencies will be establishing a mechanism by which developers and in turn new county residents and employees will effectively contribute their "fair share" toward sustaining the regional transportation system.

This TUMF Nexus Study is intended to satisfy the requirements of California Government Code Chapter 5 Section 66000-66008 Fees for Development Projects (also known as California Assembly Bill 1600 (AB 1600) or the Mitigation Fee Act), which governs imposing development impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including cities, counties, and special districts follow two basic rules when instituting impact fees. These rules are as follows:

1) Establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required.
2) The fee must not exceed the project's proportional "fair share" of the proposed improvement and cannot be used to correct current problems or to make improvements for existing development.

1.2 TUMF Nexus Study History

The TUMF Program is implemented through the auspices of WRCOG. As the council of governments for Western Riverside County, WRCOG provides a forum for representatives from 18 cities, the Riverside County Board of Supervisors, the Eastern Municipal Water District, Western Water, the Riverside County Superintendent of Schools, the March Joint Powers Authority and the Riverside Transit Agency to collaborate on issues that affect the entire subregion, such as air quality, solid waste, transportation and the environment. WRCOG strives to "respect local control, provide regional perspective, and make a difference" to elevate the quality of life throughout the subregion. A current list of the standing WRCOG committees and committee membership that oversee the TUMF program is included in **Appendix A.**

The initial WRCOG TUMF Nexus Study was completed in October 2002 and adopted by the WRCOG Executive Committee in November 2002. Its purpose was to establish the nexus or reasonable relationship between new land development projects in Western Riverside County and the proposed development impact fee that would be used to improve regional transportation facilities. It also identified the proportional "fair share" of the improvement cost attributable to new development.

Consistent with the provisions of the Mitigation Fee Act, the WRCOG Executive Committee has established that the TUMF Nexus Study will be subject of a comprehensive review of the underlying program assumptions at least every five years to confirm the Nexus. Acknowledging the unprecedented and unique nature of the TUMF Program, the Executive Committee determined that the first comprehensive review of the Program should be initiated within two years of initial adoption of the Program primarily to validate the findings and recommendations of the study and to correct any program oversights. The results of the first review of the Program were documented in the TUMF Nexus Study 2005 Update adopted by the WRCOG Executive Committee on February 6, 2006. A second comprehensive review of the TUMF Program was conducted in 2008 and 2009 in part to address the impacts of the economic recession on the rate of development within the region and on transportation project costs. The findings of the 2009 review of the program were adopted by the WRCOG Executive Committee on October 5, 2009.

A third comprehensive review of the TUMF Program was conducted in 2014 and 2015 leading to a Draft Nexus Study document being distributed for review in August 2015. The WRCOG Executive Committee subsequently considered comments related to the Draft Nexus Study 2015 Update at the meeting held on September 14, 2015, where it was resolved to "delay finalizing the Nexus Study for the TUMF Program Update until the 2016 Southern California Association of Governments' 2016 Regional Transportation Plan / Sustainable Communities Strategy growth forecast is available for inclusion in the Nexus Study". The Southern California Association of Governments (SCAG) adopted the 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy (2016 RTP/SCS) on April 7, 2016, enabling WRCOG staff to proceed with finalizing the update of the TUMF Nexus Study. The WRCOG TUMF Nexus Study 2016 Update Report was ultimately adopted by the WRCOG Executive Committee on July 10, 2017.

On September 3, 2020, SCAG adopted Connect SoCal; The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy of the Southern California Association of Governments (2020 RTP/SCS). As stated in the plan document "Connect SoCal embodies a collective vision for the region's future, through the horizon year of 2045. It is developed with input from a wide range of constituents and stakeholders within the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura, including public agencies, community organizations, elected officials, tribal governments, the business community and the public. Connect SoCal is an important planning document for the region, allowing public agencies who implement transportation projects to do so in a coordinated manner, while qualifying for federal and state funding."

The adoption of the 2020 RTP/SCS confirmed new growth forecasts for the region that were used as the basis to develop the Connect SoCal plan. These forecasts also provide a foundational element for updating the TUMF program and the associated nexus determination prompting WRCOG to initiate the current program update. The 2020 RTP/SCS growth forecasts are used directly in the fee calculation as the basis for determining the anticipated growth in households and employment in the region through the program horizon year of 2045. These forecasts are also integrated into the Riverside County Transportation Analysis Model (RivCoM) used to forecast the cumulative regional traffic impacts of new development on the arterial highway network in Western Riverside County.

Completed in 2021 to succeed the Riverside County Traffic Analysis Model (RIVTAM), RivCoM provides a valuable tool for supporting a variety of transportation planning activities in Riverside County, including the update of the TUMF Nexus Study. RivCoM was developed under the leadership of WRCOG in conjunction with regional partners with the intent to provide jurisdictions in Riverside County with a traffic forecasting tool that, while consistent with the SCAG regional travel demand model, provides a more appropriate level of detail to support transportation planning at the County or City level.

RivCoM is a critical tool for quantifying the cumulative regional traffic impacts of new development as part of the TUMF Nexus Study Update. Utilizing the 2020 RTP/SCS growth forecasts, RivCoM is used to quantify changes in travel demand and traffic conditions on the regional highway network, with a specific focus on the TUMF Network. RivCoM outputs are used to analyze project eligibility and quantify the fair share of traffic growth that is attributable to new development as inputs to determining the fee. The adoption of the Connect SoCal plan and the availability of RivCoM to serve as a critical tool for quantifying network impacts for the TUMF Nexus Study Update were key factors driving the schedule for this update of the fee.

To ensure new development continues to contribute a fair share of the cost to mitigate its cumulative regional transportation impacts in the period between the comprehensive review of program assumptions completed at least every five years, the WRCOG Executive Committee has also established that the TUMF Schedule of Fees will be reviewed annually, and adjusted, as needed, on July 1st to reflect current costs. The revised schedule of fees will typically be recalculated in February of each year based

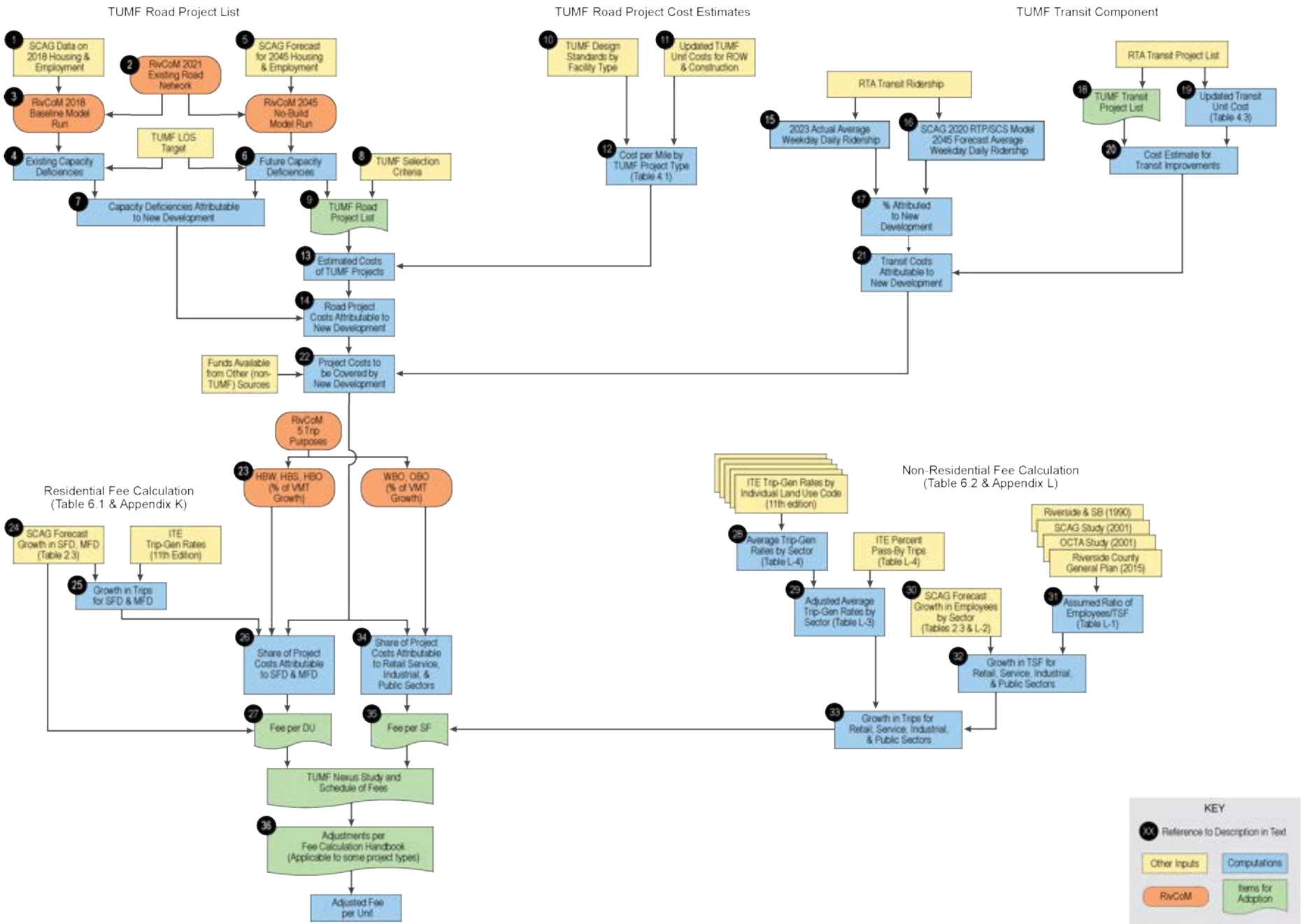
on the percentage increase or decrease in the Engineering News Record (ENR) Construction Cost Index (CCI) for the twelve (12) month period from January of the prior year to January of the current year, and the percentage increase or decrease in the National Association of Realtors (NAR) Median Sales Price of Existing Single Family Homes in the Riverside/San Bernardino Metropolitan Statistical Area for the twelve (12) month period from the 3rd Quarter of the second year prior to the 3rd Quarter of the prior year (to coincide with the publication of the most recently updated index). If approved by the Executive Committee, the resultant percentage change for each of the indices will be applied to the unit cost assumptions for roadway and bus transit costs, and land acquisition costs, respectively, to reflect the combined effects of changes in eligible project costs on the resultant per unit fee for each defined land use category. The most recent annual cost adjustment to the TUMF Schedule of Fees was adopted by the WRCOG Executive Committee on July 12, 2021.

1.3 TUMF Nexus Study Process

In coordination with WRCOG, city and county representatives and other interested parties have reviewed the underlying assumptions of the Nexus Study as part of this comprehensive program review. In particular, the most recent socioeconomic forecasts developed by SCAG as the basis for the 2020 RTP/SCS were incorporated. This use of the most recent SCAG forecasts resulted in a shift of the program base year from 2012 to 2018, as well as a shift in the program horizon year from 2040 to 2045. Furthermore, the TUMF Network was re-examined in detail based on travel demand forecasts derived from the most recent version of the Riverside County Model (RivCoM) to more accurately reflect future project needs to address the cumulative regional impacts of new development in Western Riverside County as well as eliminating those projects having been completed prior to the commencement of the Nexus review in 2021.

The subsequent chapters of this Nexus Study document describe the various assumptions, data inputs and analysis leading to the determination of each major variable in the TUMF calculation, and ultimately leading to the determination of the TUMF Schedule of Fees that indicates the maximum "fair share" fee for each of the various use types defined in the TUMF program. The overall process for establishing the TUMF nexus is summarized in this section, including the flow chart in **Figure 1.1** that illustrates the various technical steps in this fee calculation process. Each technical step that was followed to determine the TUMF Schedule of Fees and establish the program nexus is summarized below, with the numbers denoted on the flow chart correlating to the steps described. The flow chart also incorporates color coding of the steps to indicate those steps that involved the application of RivCoM, steps that utilized other input data, steps that are computations of various inputs, and steps that required specific actions of the various WRCOG committees to confirm major variables. Where appropriate, the flow chart also includes specific cross references to the sections or tables included in this Nexus Study document that correlate to the particular step.

Figure 1.1 - Flowchart of Key Steps in the TUMF Nexus Study Process



2.3.1. Establish the TUMF Network Project List

The roadway network in Western Riverside County must be evaluated to determine how new development activity will impact the performance of the network, and how the resultant traffic impacts can be mitigated by completing various roadway improvements. The following steps integrate the latest SCAG socio-economic forecasts into RivCoM as the basis for determining future roadway deficiencies and identifying the list of eligible improvements to address these future deficiencies. The rational and methodology for accomplishing these steps is further explained in **Chapters 2 and 3** of this report, with the resultant TUMF Network described in **Chapter 4**.

1) The SCAG 2020 RTP/SCS was developed using housing and employment data for 2018 as its base year. This adopted dataset was integrated into RivCoM providing a critical analytic tool to support the Nexus Study Update.

2) The RivCoM model[1] has datasets available that represent the capacity of the different facilities in the road network for several different study years. For this nexus update, the RivCoM 2018 base network that was developed following the adoption of the SCAG 2020 RTP was selected as the one most closely resembling current conditions. This network was subsequently reviewed and updated, including a detailed review by WRCOG staff and participating jurisdictions, to identify projects that were completed on the arterial network in the period between 2016 and December 2021. The arterial network was then recoded to reflect the changes to the TUMF Network to create a 2021 Existing Network as the base network for analysis. A second version of the base network was also developed adding only those facilities that had been identified on the 2016 TUMF network that did not currently exist and therefore were not represented by a link(s) in RivCoM. The Supplemental 2021 Existing Network was utilized as the basis for assessing only those projects that did not currently exist on the TUMF Network.

3) RivCoM was run using the 2018 socio-economic data (SED) and the 2021 Existing Networks to produce the baseline volumes on the roads in the TUMF Network.

4) The baseline volume-to-capacity (V/C) ratio was then determined. The target LOS for TUMF facilities is "D", meaning that facilities with LOS "E" or "F", i.e. those with a V/C ratio of 0.9 or higher, are deemed to have inadequate capacity. The result of this step is a list of roads that have existing capacity deficiencies.

[1] The macro-level traffic forecasting was conducted using the Riverside County Transportation Analysis Model (RivCoM). RivCoM is consistent of SCAG's six-county model with additional detail (traffic analysis zones and local roads) added within Riverside County. It was developed for use in traffic studies in Riverside County as a replacement for the Riverside County Transportation and Analysis Model (RivTAM) integrating an updated modeling platform to improve run time and reliability, as well as a more focused model area, more detailed network and zone structure, and prost processors to satisfy more recent legislative requirements. RivCoM has both the geographic scope needed to analyze all TUMF facilities and conformity with regional planning assumptions. There is a memorandum of understanding among the jurisdictions of Riverside County that encourages the use of the RivCoM model for use in regional traffic studies.

5) The SCAG 2020 RTP/SCS was developed using housing and employment data for 2045 as its forecast horizon year. This adopted dataset was also used as the future base year for the TUMF update calculation.

6) RivCoM was run using the 2021 Existing Networks with the land use assumptions for 2045. These "Future No-Build" scenarios was used to determine where deficiencies would occur in the roadway system if development occurred as expected but no roadway improvements were implemented.

7) Comparing the existing capacity deficiencies with the future deficiencies showed where new deficiencies would occur that are entirely attributable to growth in households and employment. Comparing the existing and future traffic volume to capacity ratio on the roads that are currently deficient shows the portion of the future deficiency that is attributable to growth.

8) It is generally acknowledged that the TUMF program cannot and should not attempt to fund every roadway improvement needed in Western Riverside County. WRCOG has adopted a set of selection criteria that was used to choose which roadway improvements would be eligible for TUMF funding.

9) The selection criteria were applied to the forecast deficiencies to identify projects for the TUMF Project List. The project list was subsequently reviewed to confirm the eligibility of proposed projects, including projects previously included in the TUMF program, as well as additional projects requested for inclusion as part of the current update. The project list was then subsequently updated to reflect those projects considered eligible for TUMF funding as part of the 2024 Nexus Study Update.

2.3.2. Determine the TUMF Network Project Costs

The estimated costs of proposed improvements on the TUMF Network are calculated based on the prices of construction materials, labor and land values for the various eligible project types included as part of the TUMF program. The approach and outcomes of the following steps is described in **Chapter 4** of this report.

10) The TUMF program has design standards covering the road project components that are eligible for TUMF funding. This ensures that projects in jurisdictions with different design standards are treated equally[2].

11) Current cost values for labor and materials such as cement, asphalt, reinforcing steel, etc., as derived from Caltrans cost database, RCTC and other sources, were tabulated and updated to December 2023. Additionally, the ROW cost components per square foot for various land use types were also updated based on current property valuations in Riverside County as researched by Overland, Pacific and Cutler.

[2] A jurisdiction may choose to design to a higher standard, but if it does so, TUMF will only fund up to the equivalent of what costs would have been had the TUMF design standards been followed.

12) The cost values for the contributing labor, materials and land components were applied to estimated quantities of these components for the various roadway project types that are eligible under TUMF to generate aggregate unit cost values for each project type (road costs per lane-mile, typical costs per arterial-freeway interchange, bridge costs per linear foot, etc.).

13) The unit costs from the previous step were then applied to the project list to estimate the costs of the improvements on the TUMF project list.

14) The percentage of each project that was attributable to new development was then applied to the costs of TUMF road projects to find the total road project cost that is attributable to new development.

2.3.3. Determine the TUMF Transit Component

A portion of the TUMF funding is made available for transit services that provide an alternative to car travel for medium-to-long distance intra-regional trips. The eligible transit projects and their associated costs are determined using the following steps, with additional explanation provided in **Chapter 4** of this report.

15) Actual average weekday daily ridership for Riverside Transit Agency (RTA) transit bus services was tabulated for 2023.

16) Forecast average weekday daily ridership for RTA bus transit services was retrieved from the SCAG 2020 RTP/SCS Model for horizon year 2045.

17) The growth in ridership between 2023 and 2045 was compared to determine the portion of 2045 average weekday daily ridership that is attributable to existing passengers and the portion attributable to new growth.

18) A proposed transit project list was provided by RTA staff and was reviewed to confirm the validity of the project list to establish a final recommended transit project list to be included as part of the program. The result was the TUMF Transit Project List.

19) RTA provided information on current costs for the listed transit infrastructure.

20) The cost information was then used to determine the cost of the items on the TUMF Transit Project List.

21) The percent attribution from Step 17 was applied to the project cost estimates from the previous step to determine the cost of transit improvements that are attributable to new development.

22) The costs for road and transit projects that are attributable to new development are then combined along with information on other (non-TUMF) funds to determine the total cost for TUMF projects that is to be cover by new development through the imposition of the fees. The available alternate funding sources were reviewed as part of the Nexus update, specifically including the completion of a detailed review of available federal, state and local funding sources administered by RCTC.

2.3.4. Computing the Fee for Residential Developments

Having determined the total project costs to be covered by new development under the TUMF program, it is necessary to divide these costs among different types of developments roughly in proportion to their expected traffic impacts. The following steps describes the process for determining the proportion attributable to new residential development. The approach for accomplishing these steps along with the findings of this analysis are described in detail in **Chapter 5** and **Chapter 6** of this report.

23) California legislation encourages the use of vehicle miles of travel (VMT) as the primary indicator of traffic impacts because it combines the number of vehicle trips and the average length of those trips to reflect the proportional impact to the roadway network. As a result, the methodology for determining the relative distribution of traffic impacts between residential and non-residential uses for the purposes of TUMF utilizes a VMT based approach. The RivCoM 2021 Existing Network and 2045 No-Build model runs were examined to determine the VMT of various trip types that would take place in Western Riverside County (excluding through trips). The results were compared to determine the growth in VMT for each trip type. Per WRCOG policy (based on National Cooperative Highway Research Program (NCHRP) recommended practice) trips originating in or destined for a home are attributed to residential development while trips where neither the origin nor the destination are a home are attributed to non-residential development.

24) The SCAG 2020 RTP/SCS socio-economic forecasts were used to estimate the number of single-family and multi-family dwelling units that will be developed during the 2018 to 2045 period.

25) The Institute of Transportation Engineers' (ITE's) trip generation rates, which come from surveys of existing sites for various development types, were then used to estimate the daily number of trips that will be generated by future single- and multi-family developments that will occur in the region from 2018 to 2045.

26) The cost to be covered by residential development was divided into the portion attributable to new single-family dwellings and portion attributable to new multi-family development to calculate the cost share for each use.

27) The cost share for single-family dwellings and multi-family dwellings was divided by the number of dwellings of each type to determine the fee level required from each new dwelling unit to cover their fair share of the cost to mitigate the impacts of new developments.

2.3.5. Computing the Fee for Non-Residential Developments

A process similar to that used for residential units was used to determine the fee level for non-residential development. However, the determination of fees for non-residential development involves additional steps due to the additional complexity of accounting for a greater variety of development types within each use category. **Chapter 5** and **Chapter 6** of this report provide additional explanation regarding the methodology for accomplishing these steps along with the results of this analysis.

28) Like many impact fee programs, TUMF groups similar development projects together into general use categories to simplify the administration of the program. TUMF groups the various land use categories found in ITE's Trip Generation Manual into four non-residential categories (industrial, retail, service, and government/public sector) based on the North American Industry Classification System (NAICS), which is also used by the U.S. Census Bureau and SCAG for demographic classifications and is the basis for such classifications in the SCAG Regional Travel Demand Model as well as and the RivCoM model. The ITE trip generation rates for all uses were reviewed for accuracy updated to reflect the most current ITE published rates. The median value for the trip-generation rates for all uses within each category was used in the nexus study to represent the trip-generation characteristics for the category.

29) The trip-generation rates of retail and service uses were adjusted to take into account the share of pass-by trips these uses generate. Pass by trip rates for various retail and service uses were derived from the ITE Trip Generation Manual to determine the median value of all uses as the basis for the adjustment. The ITE pass by trip rates for all uses were reviewed for accuracy and updated to reflect the most current ITE published rates.

30) The SCAG 2020 RTP/SCS socio economic forecasts included non-residential employment for 2018 and 2045. These forecasts were used to estimate the growth in employment in each of the four non-residential uses.

31) The SCAG employment forecasts are denominated in jobs while development applications are typically denominated in square feet of floorspace. The ratio of floorspace per employee was determined as a median value derived from four studies, including a comprehensive study San Bernardino and Riverside Counties conducted in 1990, an OCTA study conducted in 2001, a SCAG study (including a specific focus on Riverside County) conducted in 2001, and the Riverside County General Plan adopted in 2015.

32) The forecast growth in employees was multiplied by the floorspace per employee to produce a forecast of the floorspace that will be developed for each of the four non-residential use types.

33) The trip-generation rate for each of the four uses was multiplied by the forecast of new floorspace to estimate the number of trips generated by each use.

34) The amount of project costs to be covered by non-residential development was split between the four non-residential uses to determine the TUMF cost share for each.

35) The TUMF cost share for each of the four non-residential uses was divided by the forecast growth in floorspace to determine the fee level required from each new square foot of non-residential development to cover their fair share of the cost to mitigate the impacts of new developments.

36) WRCOG has adopted a TUMF Fee Calculation Handbook that allows for fee adjustments to be made to account for unusual circumstances for certain types of residential and non-residential development (fuel filling stations, golf courses, high-cube warehouses, wineries, electric charging stations, etc.) These

adjustments are intended to calculate a fairer proportional fee based on the unique trip generation characteristics of these development types.

The outcome of this process is a schedule of fees for the various use categories identified as part of the TUMF program. The study conclusions including the Schedule of Fees is presented in **Chapter 7** of this report. The schedule of fees represents the ***maximum*** fee permissible under California law for the purposes of the TUMF program. The WRCOG Executive Committee has the option to adopt lower fees, however, in doing so each use category subject to a lower fee would not be contributing a fair share of the cost of their impacts. This would in turn create a funding gap for the program that would necessitate identifying additional project funding from some other source to ensure the cumulative regional impacts of new development are being mitigated fully in accordance with the program.

2.0 FUTURE GROWTH

2.1 Recent Historical Trend

Western Riverside County experienced robust growth in the period from the late 1990's to the mid 2000's. The results of Census 2000 indicate that in the year 2000, Western Riverside County had a population of 1.187 million representing a 30% increase (or 2.7% average annual increase) from the 1990 population of 912,000. Total employment in Western Riverside County in 2000 was estimated by the SCAG to be 381,000 representing a 46% increase (or 3.9% average annual increase) over the 1990 employment of 261,000.

Despite the impacts of the Great Recession and the associated residential mortgage and foreclosure crisis, and more recently with the shifting of population during and following the COVID-19 pandemic, Western Riverside County has continued to grow due to the availability of relatively affordable residential and commercial property, and a generally well-educated workforce. By 2010, the population of the region had grown to 1.742 million, a further 47% growth in population from 2000. Similarly, total employment in the region had also grown from 2000 to 2010 with 434,000 employees estimated to be working in Western Riverside County. This represents a 12% increase from the 381,000 employees working in the region in 2000.

2.2 Available Demographic Data

A variety of alternate demographic information that quantifies future population, household and employment growth is available for Western Riverside County. For earlier versions of the TUMF Nexus Study, the primary available source of consolidated demographic information for Western Riverside County was provided by SCAG. SCAG is the largest of nearly 700 Councils of Government (COG) in the United States and functions as the Metropolitan Planning Organization (MPO) for six counties in Southern California including Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. SCAG is mandated by the federal government to research and plan for issues of regional significance including transportation and growth management. As part of these responsibilities, SCAG maintains a comprehensive database of regional socioeconomic data and develops demographic projections and travel demand forecasts for Southern California.

In preparation for the 2020 RTP/SCS, SCAG undertook robust stakeholder engagement, including participation by WRCOG, Riverside County and the various cities in Western Riverside County, to develop regional demographic forecasts. Using input from regional stakeholders regarding anticipated patterns and rates of development, SCAG compiled and disseminated the forecasts that were ultimately adopted in 2020, including those specific to Western Riverside County. The SCAG forecasts adopted for the 2020 RTP/SCS were subsequently used as the basis for RivCoM and are used as the basis for this TUMF Nexus Study Update.

2.3 Demographic Assumptions Used for the Nexus Study Analysis

A major distinction between data used for the TUMF Nexus Study 2016 Update and the SCAG 2020 RTP/SCS data used for this 2024 Update is the change in the base year from 2012 to 2018, as well as the change in the horizon year from 2040 to 2045. This shift in the base year and horizon year demographic assumptions of the program carries through all aspects of the nexus analysis, including the travel demand forecasting, network review and fee calculation.

The SCAG 2020 RTP/SCS data were compared to the 2016 RTP/SCS data used in the TUMF Nexus Study 2016 Update. As can be seen in **Table 2.1** and **Figure 2.1**, the 2018 data reflects an increase in population and single-family households, and a very slight decline in multi-family households. Employment grew substantially overall, with significant growth in industrial employment, largely attributable to the rapid expansion of warehousing and logistics facilities in Western Riverside County. In contrast, there was a notable decline in government and public sector employment in the region from 2012 to 2018

Table 2.1 - Base Year Socioeconomic Estimates for Western Riverside County

SED Type	2016 Update (2012)	2024 Update (2018)	Change	Percent
Total Population	**1,773,935**	**1,905,440**	**131,505**	**7%**
Total Households	**525,149**	**554,573**	**29,424**	**6%**
Single-Family	366,588	397,407	30,819	8%
Multi-Family	158,561	157,166	-1,395	-1%
Total Employment	**460,787**	**570,420**	**109,633**	**24%**
Industrial	120,736	169,334	48,598	40%
Retail	65,888	73,814	7,926	12%
Service	253,372	308,703	55,331	22%
Government/Public Sector	20,791	18,569	-2,222	-11%

Source: SCAG 2016 RTP/SCS; SCAG 2020 RTP/SCS

Figure 2.1 – Base Year Socioeconomic Estimates for Western Riverside County

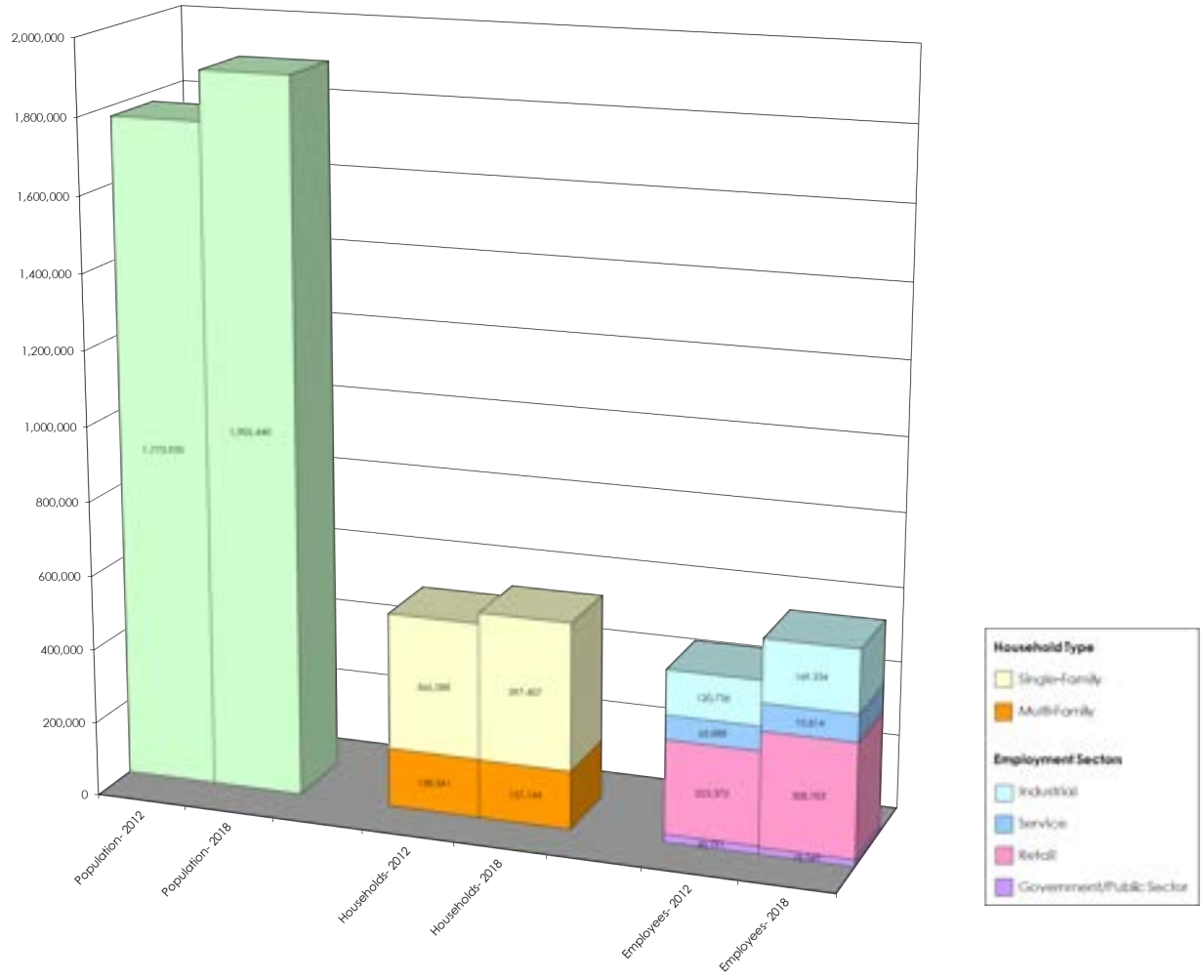


Table 2.2 and **Figure 2.2** compare the socioeconomic forecasts for the program horizon year of 2045 used in the TUMF Nexus Study 2016 Update and 2045 for this study. The most recent forecasts reflect an increase in the horizon year population and households, and a decrease in overall employment in Western Riverside County. The change in employment was not, however, consistent across sectors. The retail employment forecast has decreased approximately 15% from 2040 to 2045, while the industrial employment forecast has increased over 20%. This shift is consistent with the emergence of e-commerce as an alternative to traditional "brick and mortar" retail.

Table 2.2 - Horizon Year Socioeconomic Estimates for Western Riverside County

SED Type	2016 Update (2040)	2024 Update (2045)	Change	Percent
Total Population	**2,429,633**	**2,533,876**	**104,243**	**4%**
Total Households	**775,231**	**812,399**	**37,168**	**5%**
Single-Family	539,631	564,898	25,267	5%
Multi-Family	235,600	247,501	11,901	5%
Total Employment	**861,455**	**846,442**	**-15,013**	**-2%**
TUMF Industrial	201,328	245,915	44,587	22%
TUMF Retail	101,729	86,929	-14,800	-15%
TUMF Service	528,092	482,958	-45,134	-9%
TUMF Government/Public Sector	30,306	30,640	334	1%

Source: SCAG 2016 RTP/SCS; SCAG 2020 RTP/SCS

Figure 2.2 - Horizon Year Socioeconomic Estimates for Western Riverside County

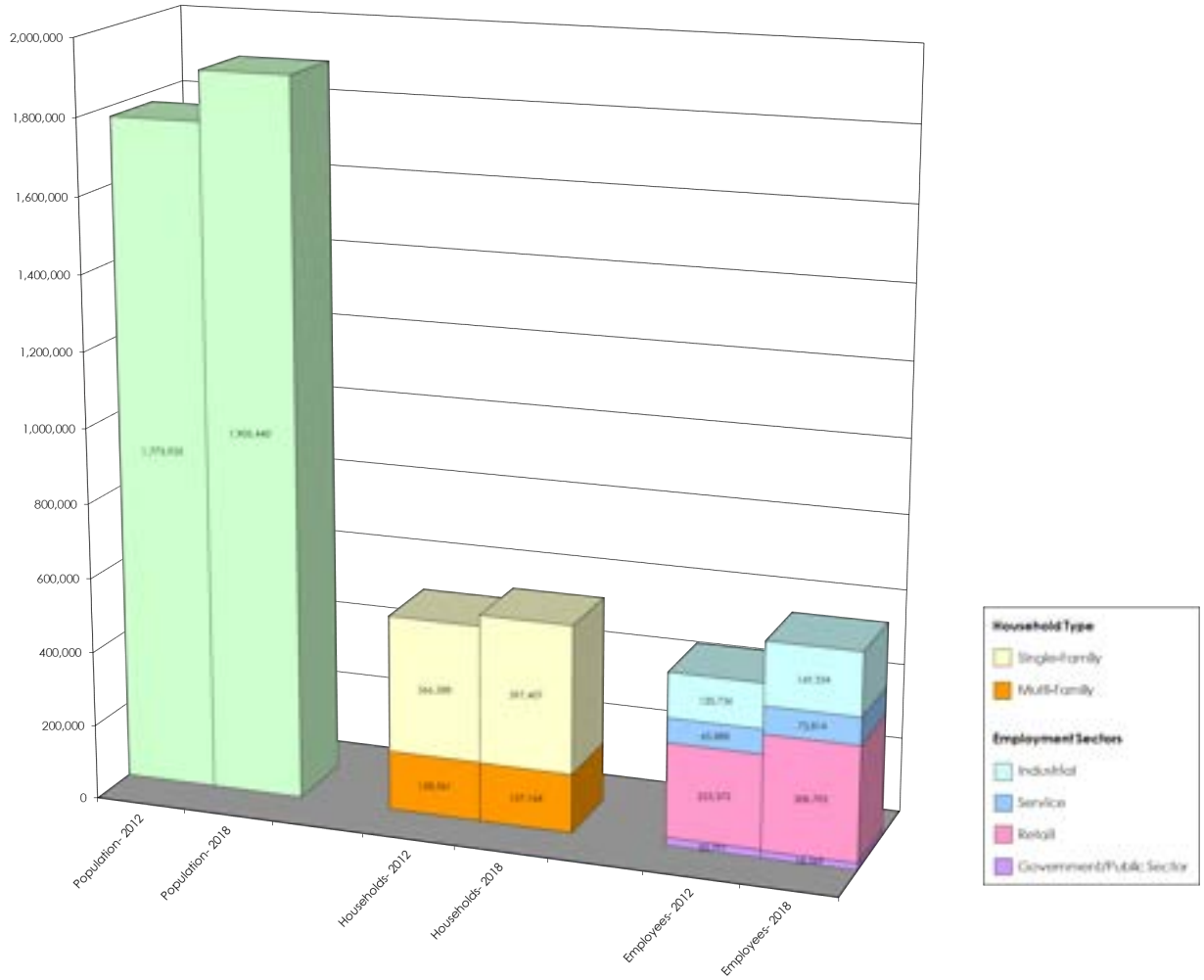


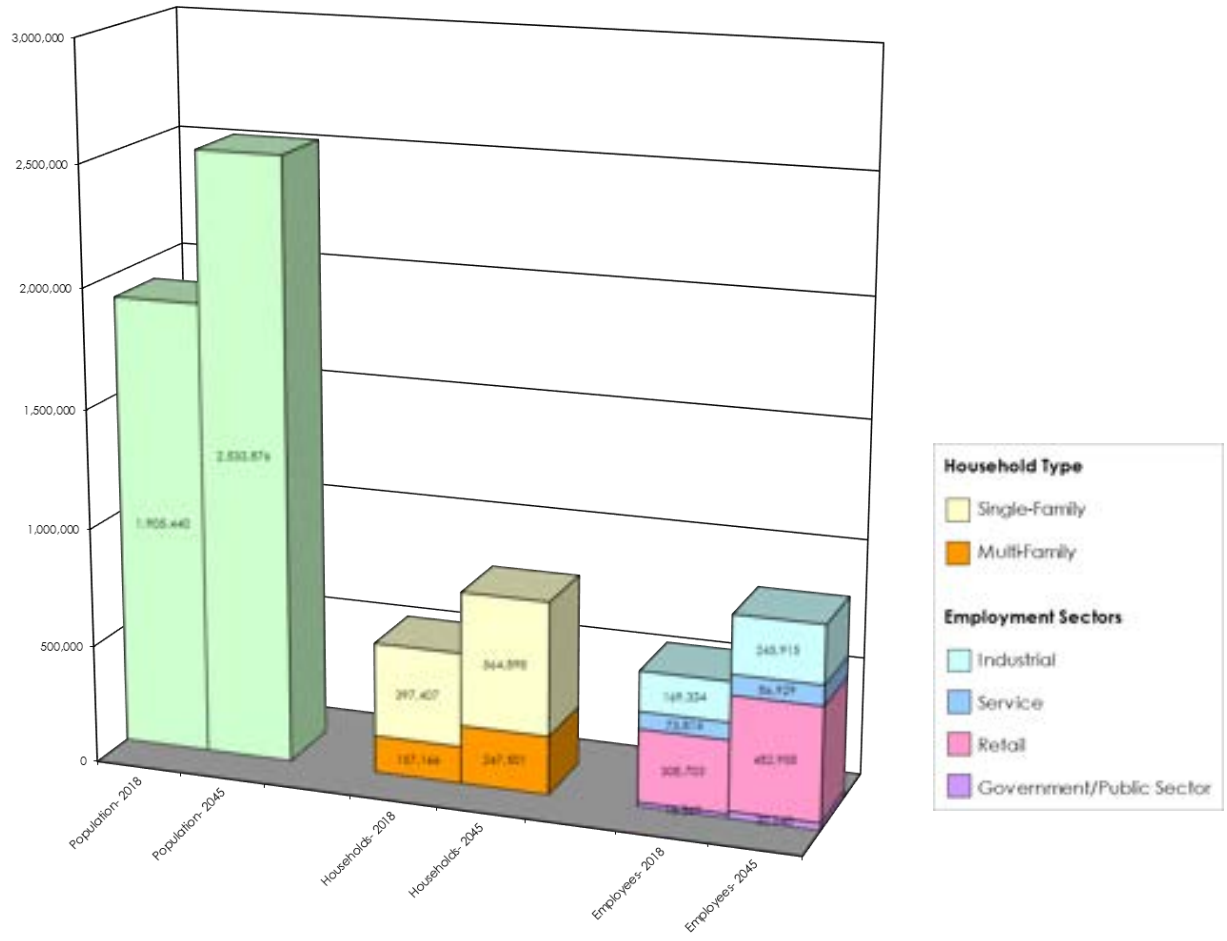
Table 2.3 and **Figure 2.3** summarize the socioeconomic data obtained from SCAG and used as the basis for completing this Nexus Study analysis. The SCAG employment data for 2018 and 2045 was provided for thirteen employment sectors consistent with the California Employment Development Department (EDD) Major Groups including: Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Transportation, Warehousing and Utilities; Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service; and Government. For the purposes of the Nexus Study, the EDD Major Groups were aggregated to Industrial (Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Transportation, Warehousing and Utilities), Retail (Retail Trade), Service (Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service) and Government/Public Sector (Government). These four aggregated sector types were used as the basis for calculating the fee as described in **Section 6.2**. **Appendix B** provides a table detailing the EDD Major Groups and corresponding North American Industry Classification System (NAICS) Categories that are included in each non-residential sector type.

Table 2.3 - Population, Households and Employment in Western Riverside County (2018 to 2045)

SED Type	2018	2045	Change	Percent
Total Population	**1,905,440**	**2,533,876**	**628,436**	**33%**
Total Households	**554,573**	**812,399**	**257,826**	**46%**
Single-Family	397,407	564,898	167,491	42%
Multi-Family	157,166	247,501	90,335	57%
Total Employment	**570,420**	**846,442**	**276,022**	**48%**
TUMF Industrial	169,334	245,915	76,581	45%
TUMF Retail	73,814	86,929	13,115	18%
TUMF Service	308,703	482,958	174,255	56%
TUMF Government/Public Sector	18,569	30,640	12,071	65%

Source: SCAG 2020 RTP/SCS

Figure 2.3 - Population, Households and Employment in Western Riverside County (2018 to 2045)



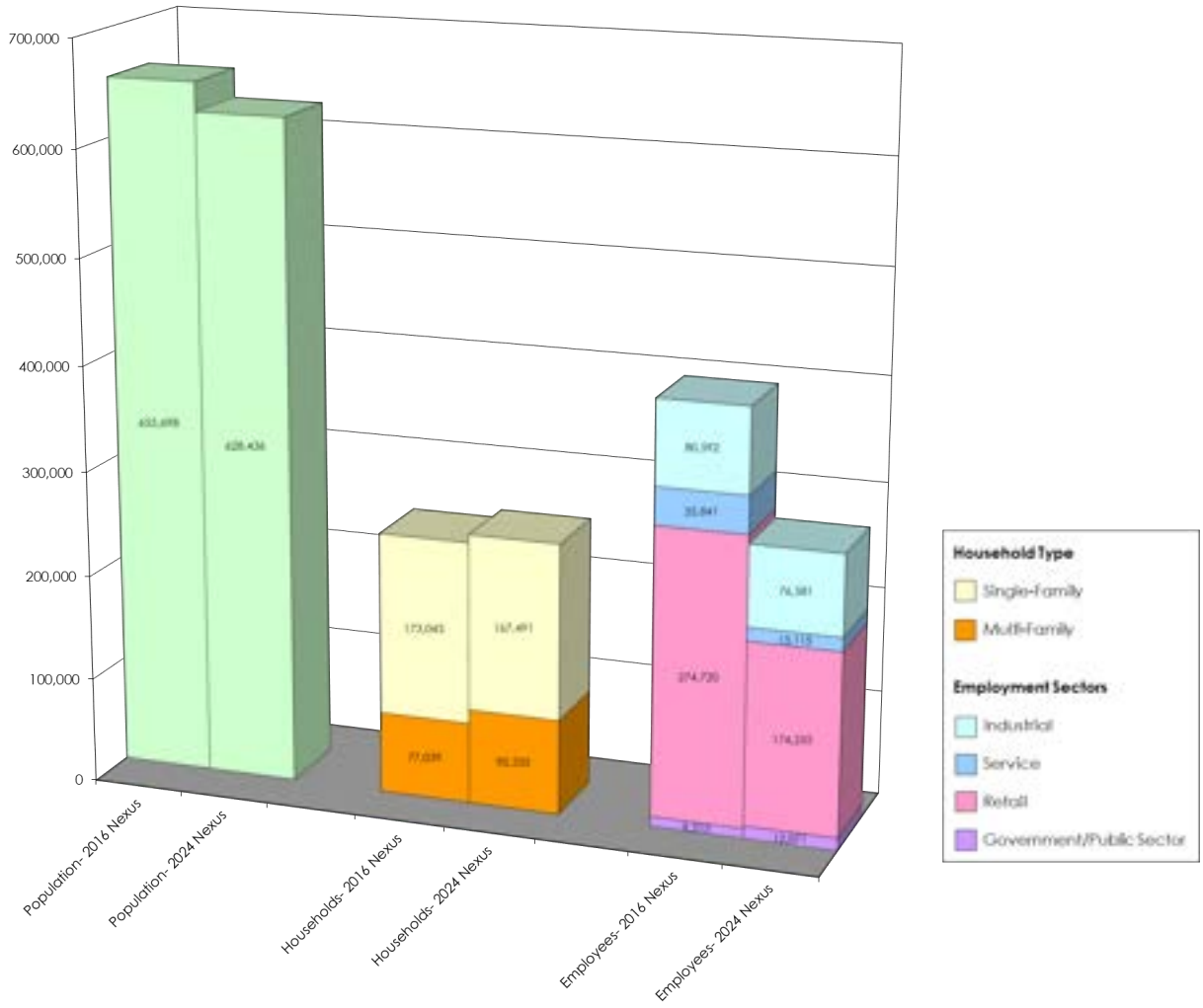
The combined effects of the changes in the base year and horizon year socioeconomic data are modest reductions in the total growth in population and single-family households, but a notable increase in multi-family households. The change in total employment is reduced by 31%, with the most significant reduction in employment growth in the retail sector (-63%), while the industrial sector saw only a slight reduction in total employment growth compared to the 2016 Nexus Update (5%). The Government/public sector employment growth has increased by 27% from the 2016 Nexus Study to the 2024 Nexus Study, although the total number of jobs increased is relatively small as a share of the total employment. **Table 2.4** and **Figure 2.4** provide a comparison of the changes in population, households and employment between the 2016 Nexus Update and the 2024 Nexus Update. The table and figure clearly illustrate the reduction in the rate of growth in Western Riverside County largely attributable to the effects of the economic recession. This reduced rate of growth in the region will serve as the basis for reevaluating the level of impact of new development on the transportation system in the next section, as well as providing the basis for the determination of the fair share fee for each land use type.

Table 2.4 - Population, Households and Employment in Western Riverside County (Existing to Future Change Comparison)

SED Type	2016 Update (2012-2040)	2024 Update (2018-2045)	Difference	Percent
Total Population	**655,698**	**628,436**	**-27,262**	**-4%**
Total Households	**250,082**	**257,826**	**7,744**	**3%**
Single-Family	173,043	167,491	-5,552	-3%
Multi-Family	77,039	90,335	13,296	17%
Total Employment	**400,668**	**276,022**	**-124,646**	**-31%**
TUMF Industrial	80,592	76,581	-4,011	-5%
TUMF Retail	35,841	13,115	-22,726	-63%
TUMF Service	274,720	174,255	-100,465	-37%
TUMF Government/Public Sector	9,515	12,071	2,556	27%

Source: SCAG 2016 RTP/SCS; SCAG 2020 RTP/SCS

Figure 2.4 - Population, Households and Employment in Western Riverside County (Existing to Future Change Comparison)



3.0 NEED FOR THE TUMF

All new developments have some effect on the transportation infrastructure in a community, city or county due to an increase in travel demand. Increasing usage of the transportation facilities leads to more traffic, progressively increasing VMT, traffic congestion and decreasing the level of service (LOS)[3]. To meet the increased travel demand and keep traffic flowing, improvements to transportation facilities become necessary to sustain pre-development traffic conditions.

The projected growth in Western Riverside County (33% growth in population and 48% growth in employment in 27 years) and the related growth in VMT can be expected to increase congestion and degrade mobility if substantial investments are not made in the transportation infrastructure. This challenge is especially critical for arterial highways and roadways that carry a significant number of the trips between cities, since traditional sources of transportation improvement funding (such as the gasoline tax and local general funds) will not be nearly sufficient to fund the improvements needed to serve new development. Development exactions generally provide only a fraction of the improvements with those being confined to the area immediately adjacent to the respective development, and the broad-based county-level funding sources (i.e., Riverside County's half-cent sales tax known as Measure A) designate only a small portion of their revenues for arterial roadway improvements.

This section documents the existing and future congestion levels that demonstrate the need for future improvements to the transportation system to specifically mitigate the cumulative regional transportation impacts of new development. It then describes the TUMF concept that has been developed to fund future new developments' fair share of needed improvements.

The forecast of future congestion levels is derived from Year 2045 No-Build travel demand forecasts for Western Riverside County developed using RivCoM. The Year 2045 No-Build scenario evaluates the effects of 2045 population, employment and resultant traffic generation on the 2021 existing arterial highway network.

3.1 Future Highway Congestion Levels

To support the evaluation of the cumulative regional impacts of new development on the existing arterial highway system in Western Riverside County, existing (2018) and future (2045) SED were modeled on the existing (2021) arterial highway network using RivCoM. To quantify traffic growth impacts, various traffic measures of effectiveness were calculated for the AM and PM peak periods for each of the two scenarios. The

[3] The Highway Capacity Manual 6th Edition – A Guide for Multimodal Mobility Analysis (Transportation Research Board, National Academy of Sciences, Washington, D.C., 2016, Volume 1 – Concepts, pp 5-3) describes LOS as a "quantitative stratification of performance measure or measures representing quality of service….HCM defines six levels of service, ranging from A to F, for each service measure or combination of measures. LOS A represents the best operating conditions from the traveler's perspective and LOS F the worst."

WRCOG TUMF study area was extracted from the greater regional model network for the purpose of calculating measures for Western Riverside County only. Peak period performance measures for the Western Riverside County TUMF study area included total VMT, total vehicle hours of travel (VHT), total combined vehicle hours of delay (VHD), and total VMT experiencing unacceptable level of service (LOS E). These results were tabulated in **Table 3.1**. Plots of the Network Extents are attached in **Appendix C**.

Total Arterial VMT, VHT, VHD and LOS E Threshold VMT were calculated to include all principal arterials, minor arterials and major connectors, respectively. Regional values for each threshold were calculated for a total of all facilities including arterials, freeways, freeway ramps and High-Occupancy Vehicle (HOV) lanes.

Table 3.1 - Regional Highway System Measures of Performance (2018 Existing to 2045 No-Build)

Measure of Performance*	Peak Periods (Total)			
	2018 Existing	2045 No-Build	% Change	% Annual
VMT - Total ALL FACILITIES	23,284,724	29,897,254	28%	0.9%
VMT - FREEWAYS	13,514,522	15,490,284	15%	0.5%
VMT - ALL ARTERIALS	9,770,202	14,406,970	47%	1.4%
TOTAL - TUMF ARTERIAL VMT	**6,216,985**	**8,597,200**	38%	1.2%
VHT - TOTAL ALL FACILITIES	541,350	915,439	69%	2.0%
VHT - FREEWAYS	263,792	399,128	51%	1.5%
VHT - ALL ARTERIALS	277,558	516,311	86%	2.3%
TOTAL TUMF ARTERIAL VHT	**174,455**	**320,869**	84%	2.3%
VHD - TOTAL ALL FACILITIES	108,900	338,056	210%	4.3%
VHD - FREEWAYS	66,156	170,649	158%	3.6%
VHD - ALL ARTERIALS	42,745	167,407	292%	5.2%
TOTAL TUMF ARTERIAL VHD	**33,249**	**124,863**	276%	5.0%
VMT LOS E - TOTAL ALL FACILITIES	5,605,070	13,369,483	139%	3.3%
VMT LOS E - FREEWAYS	4,725,471	9,316,891	97%	2.5%
VMT LOS E & F - ALL ARTERIALS	879,599	4,052,592	361%	5.8%
TOTAL TUMF ARTERIAL VMT w/ LOS E or worse	**765,782**	**3,184,133**	316%	5.4%
% of TUMF ARTERIAL VMT w/ LOS E or worse	**12%**	**37%**		

* Based on RivCoM 2018 base network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network as existing in December 2021

NOTES:

Volume is adjusted by PCE factor

VMT = vehicle miles of travel (the total combined distance that all vehicles travel on the system)

VHT = vehicle hours of travel (the total combined time that all vehicles are traveling on the system)

VHD = vehicle hours of delay (the total combined time that all vehicles have been delayed on the system based on the difference between forecast travel time and free-flow (ideal) travel time)

LOS = level of service (based on forecast volume to capacity ratios).

LOS E or Worse was determined by V/C ratio that exceeds 0.9 thresholds as indicated in the Riverside County General Plan.

The following formulas were used to calculate the respective values:

VMT = Link Distance * Total Daily Volume
VHT = Average Loaded (Congested) Link Travel Time * Total Daily Volume
VHD = VHT – (Free-flow (Uncongested) Link Travel Time * Total Daily Volume)
VMT LOS E or F = VMT (on links where Daily V/C exceeded 0.90)

Note: Volume to capacity (v/c) ratio thresholds for LOS E are based on the Transportation Research Board 2010 Edition of the Highway Capacity Manual (HCM 2010) LOS Maximum V/C Criteria for Multilane Highways with 45 mph Free Flow Speed (Exhibit 14-5, Chapter 14, Page 14-5).

The calculated values were compared to assess the total change between 2018 Existing and 2045 No-Build scenarios, and the average annual change between 2018 Existing and 2044 No-Build. As can be seen from the RivCoM outputs summarized in **Table 3.1**, the additional traffic generated by new development will cause peak period VMT on the arterial highway network to increase by approximately 47% by the year 2045 (approximately 1.4% per year). In the absence of additional improvements to the transportation network in Western Riverside County, the growth in VMT will cause congestion on the highway system to increase almost exponentially, with the most significant increase in congestion observed on the arterial highway system that includes the TUMF Network. Many facilities will experience a significant increase in vehicle delay and deterioration in LOS to unacceptable levels because of new development and the associated growth in traffic. According to the Highway Capacity Manual 6th Edition – A Guide for Multimodal Mobility Analysis (Transportation Research Board, National Academy of Sciences, Washington, D.C., 2016), "LOS E describes operation at or near capacity. Operations…at this level are highly volatile because there are virtually no usable gaps within the traffic stream, leaving little room to maneuver within the traffic stream. Any disruption to the traffic stream, such as vehicles entering…or a vehicle changing lanes, can establish a disruption wave that propagates throughout the upstream traffic stream….the physical and psychological comfort afforded drivers is poor."

The Congestion Management Program for Riverside County (CMP) published by the Riverside County Transportation Commission (RCTC) in 2011 designates LOS E as the "traffic standards must be set no lower than LOS E for any segment or intersection along the CMP System of Highways and Roadways" in Riverside County. "The intent of the CMP is to more directly link land use, transportation, and air quality, thereby prompting reasonable growth management programs that will effectively utilize new transportation funds, alleviate traffic congestion and related impacts, and improve air quality." [4] The CMP provides a mechanism for monitoring congestion on the highway system and, where congestion is observed, establishes procedures for developing a deficiency plan to address improvement needs. The reactive nature of the CMP to identify and remediate existing congestion differs from the proactive nature of the TUMF program to anticipate and provide for future traffic needs. For this reason, the TUMF

[4] Congestion Management Program for Riverside County – Executive Summary (Riverside County Transportation Commission, 2011) Page ES-3, ES-1

program follows the guidance of the Highway Capacity Manual in establishing LOS E as the threshold for unacceptable level of service, and subsequently as the basis for measuring system performance and accounting for existing needs. This approach ensures a more conservative accounting of existing system needs as part of the determination of the "fair share" of mitigating the cumulative regional impacts of future new development on the transportation system.

The continuing need for a mitigation fee on new development is shown by the adverse impact that new development will have on Western Riverside County's transportation infrastructure, and particularly the arterial highway network. As a result of the new development and associated growth in population and employment in Western Riverside County, additional pressure will be placed on the transportation infrastructure with the total peak period VMT on the Western Riverside County Regional System of Highways and Arterials (RSHA; also referred to as the TUMF Network) estimated to increase by approximately 38% or 1.2% compounded annually.

As shown in **Table 3.1**, the peak period VMT on arterial facilities within the TUMF Network experiencing LOS E or worse will increase by approximately 316% or 5.4% compounded annually in Western Riverside County in the period between 2018 and 2045. By 2045, 37% of the total VMT on the TUMF arterial highway system is forecast to be traveling on facilities experiencing daily LOS E or worse. Without improvements to the TUMF arterial highway system, the total vehicle hours of delay (VHD) experienced by area motorists on TUMF arterial highways during the peak periods will increase by approximately 5.0% per year. The combined influences of increased travel demand and worsened LOS that manifest themselves in severe congestion and delay highlighting the continuing need to complete substantial capacity expansion on the TUMF arterial highway system to mitigate the cumulative regional impact of increased travel demand resulting from new development.

The RivCoM outputs summarized in **Table 3.1** clearly demonstrate that the travel demands generated by future new development in the region will lead to increasing levels of traffic congestion, especially on the arterial roadways. The need to improve these roadways to accommodate the anticipated growth in VMT and relieve future congestion is therefore directly linked to the future development which generates the additional travel demand.

3.2 Future Transit Utilization Levels

In addition to the roadway network, public transportation will play a role in serving future travel demand in the region. Transit represents a critical component of the transportation system by providing an alternative mode choice for those not wanting to use an automobile, and particularly for those who do not readily have access to an automobile. As population and employment in Western Riverside County grows because of new development, demand for regional transit services in the region is also expected to grow.

While some future transit trips will be accommodated by inter-regional transit services such as Metrolink, a substantial number of the trips within Western Riverside County will be served by bus transit services and for this reason the provision of regional bus transit service is considered integral to addressing the cumulative regional transportation impacts of new developments. Regional bus transit services within Western Riverside County are primarily provided by RTA.

In 2023, RTA reported average weekday daily ridership of 16,575 on their network of buses[5]. The SCAG 2020 RTP/SCS forecasts for RTA average weekday daily ridership in 2045 is 57,282. These values were used to represent the existing and future transit trips consistent with the analysis of highway trips described in **Section 3.1**. The existing and future transit ridership were compared to assess the impact of new development on transit demand. Average weekday daily ridership would be expected to grow by 40,707 between 2023 and 2045, or an average increase of 1,850 weekday daily riders each year. Average weekday daily system ridership is summarized in **Appendix D**.

The future growth in demand for public transit services is reflective of the cumulative regional impacts of new development, and the associated increase in demand for all types of transportation infrastructure and services to accommodate this growth. Furthermore, bus transit ridership is expected to grow as the improved services being planned and implemented by RTA attract new riders and encourages existing riders to use transit more often as an alternative to driving. Attracting additional riders to bus transit services contributes to the mitigation of the cumulative regional transportation impacts of new development by reducing the number of trips that need to be served on the highway system. The need to provide additional bus transit services within Western Riverside County to satisfy this future demand is therefore directly linked to the future development that generates the demand.

3.3 The TUMF Concept

A sizable percentage of trip-making for any given local community extends beyond the bounds of the individual community as residents pursue employment, education, shopping and entertainment opportunities elsewhere. As new development occurs within a particular local community, this dispersal of trips of all purposes by new residents and the new business that serve them generates additional travel demand and contributes to the need for transportation improvements within their community and in the other communities of Western Riverside County. The idea behind a uniform mitigation fee is to have new development throughout the region contribute uniformly to paying the fair share cost of improving the transportation facilities that serve these trips between communities. Thus, the fee is intended to be used primarily to improve

[5] RTA, like most public transportation agencies, have seen significant short-term declines in transit ridership resulting from changes in travel demands, mode choice and trip distribution following the COVID-19 pandemic. RTA's 2016 actual average weekday daily ridership was 30,700. Post COVID-19, the RTA actual average weekday daily ridership in 2023 was 16,575, a decline of almost 50% of pre-pandemic ridership levels. These levels would be expected to continue to recover toward pre-pandemic levels as potential riders resume more regular work schedules, and apprehension toward the use of transit services for public health reasons wane.

transportation facilities that serve trips between communities within the region (in particular, arterial roadways and regional bus transit services).

Some roadways serve trips between adjacent communities, while some also serve trips between more distant communities within the region. The differing roadway functions led to the concept of using a portion of the fee revenues for a backbone system of arterial roadways that serve the longer-distance trips (i.e. using TUMF revenues from the entire region), while using a second portion of the fee revenues for a secondary system of arterials that serve inter-community trips within a specific subregion or zone (i.e. using TUMF revenues from the communities most directly served by these roads – to some extent, a return-to-source of that portion of the funds). Reflecting the importance of public transit to provide an alternative to highway travel as part of a balanced regional transportation strategy, a third portion of fee revenues was reserved for improvements to regional bus transit services (i.e. using TUMF revenues from the entire region).

Much, but not all, of the new trip-making in each area is generated by residential development (i.e. when people move into new homes, they create new trips on the transportation system as they travel to work, school, shopping or entertainment). Some of the new trips are generated simply by activities associated with new businesses (i.e. new businesses will create new trips through the delivery of goods and services, etc.). Apart from commute trips by residents coming to and from work, and the trips of residents coming to and from new businesses to get goods and services, the travel demands of new businesses are not considered to be directly attributable to residential development. The consideration of different sources of new travel demand is therefore reflected in the concept of assessing both residential and non-residential development for their related transportation impacts.

In summary, the TUMF concept includes the following:

- A uniform fee that is levied on new development throughout Western Riverside County.

- The fee is assessed roughly proportionately on new residential and non-residential development based on the relative impact of each new use on the transportation system.

- A portion of the fee is used to fund capacity improvements on a backbone system of arterial roadways that serve longer-distance trips within the region; a portion of the fee is returned to the subregion or zone in which it was generated to fund capacity improvements on a secondary system of arterial roadways that link the communities in that area; and a portion of the fee is used to fund improvements to regional bus transit services that serve trips between the communities within the region.

4.0 THE TUMF NETWORK

4.1 Identification of the TUMF Roadway Network

An integral element of the initial Nexus Study was the designation of the Western Riverside County Regional System of Highways and Arterials. This network of regionally significant highways represents those arterial and collector highway and roadway facilities that primarily support inter-community trips in Western Riverside County and supplement the regional freeway system. As a result, this system also represents the extents of the network of highways and roadways that would be eligible for TUMF funded improvements. The TUMF Network does ***not*** include the freeways of Western Riverside County as these facilities primarily serve longer distance inter-regional trips and a significant number of pass-through trips that have no origin or destination in Western Riverside County[6].

The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County and therefore are eligible for improvement funding with TUMF funds. The RSHA for Western Riverside County was identified based on several transportation network and performance guidelines as follows:

1. Arterial highway facilities proposed to have a minimum of four lanes at ultimate build-out (not including freeways).
2. Facilities that serve multiple jurisdictions and/or provide connectivity between communities both within and adjoining Western Riverside County.
3. Facilities with forecast traffic volumes exceeding 20,000 vehicles per day in the future horizon year.
4. Facilities with forecast volume to capacity ratio of 0.90 (LOS E) or greater in the future horizon year.
5. Facilities that accommodate regional fixed route transit services.
6. Facilities that provide direct access to major commercial, industrial, institutional, recreational or tourist activity centers, and multi-modal transportation facilities (such as airports, railway terminals and transit centers).

Appendix E includes exhibits illustrating the various performance measures assessed during the definition of the RSHA.

Transportation facilities in Western Riverside County that generally satisfied these guidelines were initially identified, and a skeletal regional transportation framework evolved from facilities where several guidelines were observed. Representatives of all WRCOG constituent jurisdictions reviewed this framework in the context of current local transportation plans to define the TUMF Network, which was subsequently endorsed by

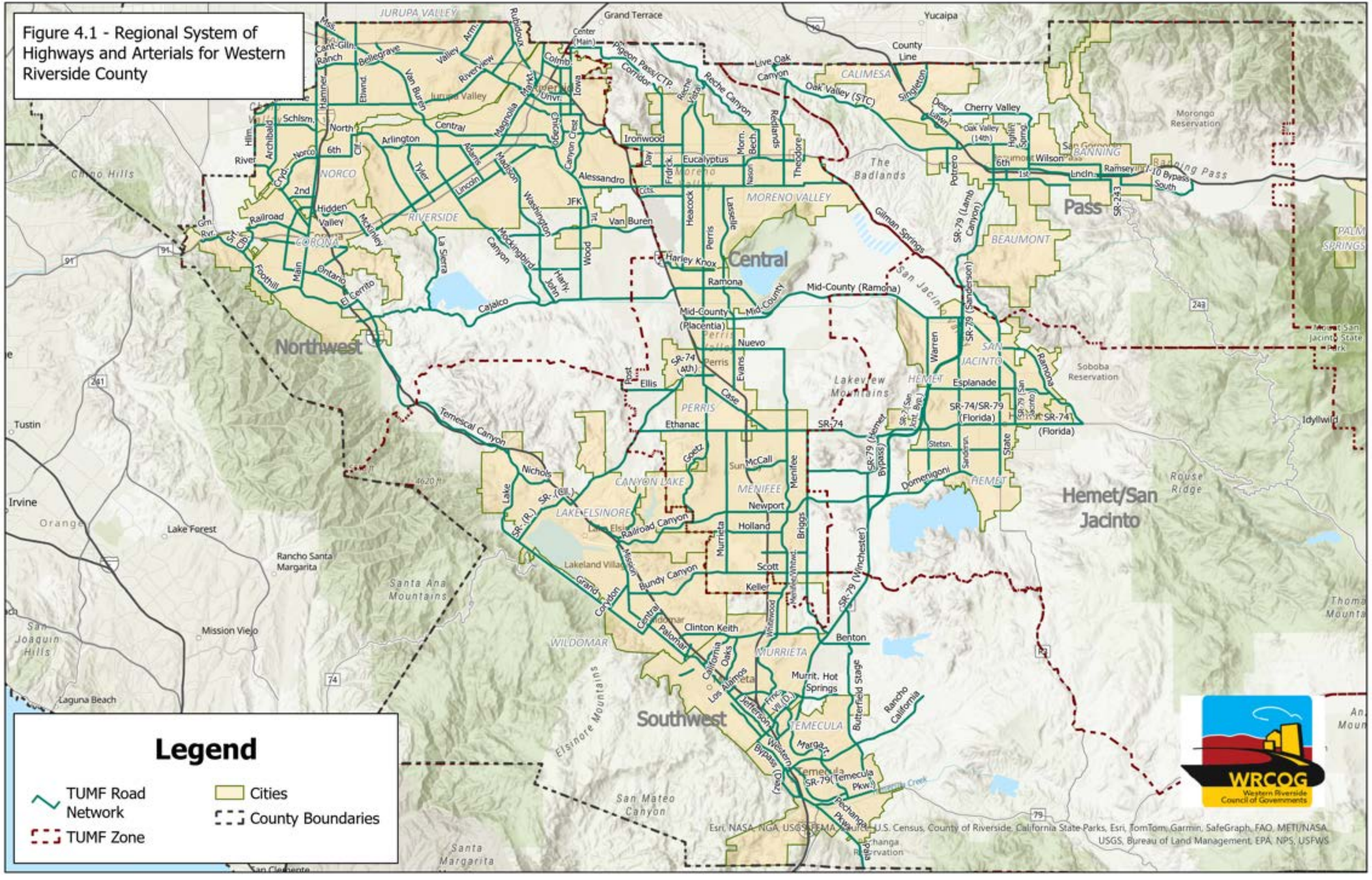
[6] Since pass-through trips have no origin or destination in Western Riverside County, new development within Western Riverside County cannot be considered responsible for mitigating the impacts of pass-through trips. The impact of pass-through trips and the associated cost to mitigate the impact of pass-through trips (and other inter-regional freeway trips) is addressed in the Riverside County Transportation Commission (RCTC) Western Riverside County Freeway Strategic Plan, Phase II – Detailed Evaluation and Impact Fee Nexus Determination, Final Report dated May 31, 2008.

the WRCOG Public Works Committee, WRCOG Technical Advisory Committee, TUMF Policy Committee and the WRCOG Executive Committee.

The RSHA is illustrated in **Figure 4.1**. As stated previously, the RSHA represents those regional significant highway facilities that primarily serve inter-community trips in Western Riverside County and therefore also represents the extents of the network of highways and roadways that would be eligible for TUMF funded improvements.

The TUMF Network was reviewed as part of the 2024 Nexus Update to ensure facilities generally still met the previously described performance guidelines, and/or that the scope and magnitude of specific improvements to the TUMF Network were roughly proportional to the impacts needing to be mitigated. This review process resulted in the removal of various facilities from the TUMF Network, as well as various changes in the scope and magnitude of specific improvements to the TUMF Network. The resulting TUMF Network used as the basis for this Nexus Update is discussed in **Section 4.3** of this report.

Figure 4.1 - Regional System of Highways and Arterials for Western Riverside County



4.2 Backbone Network and Secondary Network

As indicated previously, the TUMF roadway network was refined to distinguish between facilities of "Regional Significance" and facilities of "Zonal Significance." Facilities of Regional Significance were identified as those that typically are proposed to have a minimum of six lanes at general plan build-out[7], extend across and/or between multiple Area Planning Districts[8], and are forecast to carry at least 25,000 vehicles per day in 2045. The Facilities of Regional Significance have been identified as the "backbone" highway network for Western Riverside County. A portion of the TUMF fee is specifically designated for improvement projects on the backbone system. The backbone network is illustrated in **Figure 4.2**.

Facilities of Zonal Significance (the "secondary" network) represent the balance of the RSHA for Western Riverside County. These facilities are typically within one zone and carry comparatively lesser traffic volumes than the backbone highway network, although they are considered significant for circulation within the respective zone. A portion of the TUMF is specifically designated for improvement projects on the secondary network within the zone in which it is collected. The WRCOG APD or zones are illustrated in **Figure 4.3**.

[7] Although facilities were identified based on the minimum number of lanes anticipated at general plan buildout, in some cases it was determined that there was not sufficient demand for all additional lanes on some facilities until beyond the current timeframe of the TUMF Program (2045). As a result, only a portion of the additional lanes on these facilities have currently been identified for funding with TUMF revenues, reflecting the cumulative impact of new development through the current duration of the TUMF Program.

[8] Area Planning Districts (APD) are the five aggregations of communities used for regional planning functions within the WRCOG area. Area Planning Districts are interchangeably referred to as TUMF Zones.

Figure 4.2 - Backbone Network of Highways and Arterials for Western Riverside County

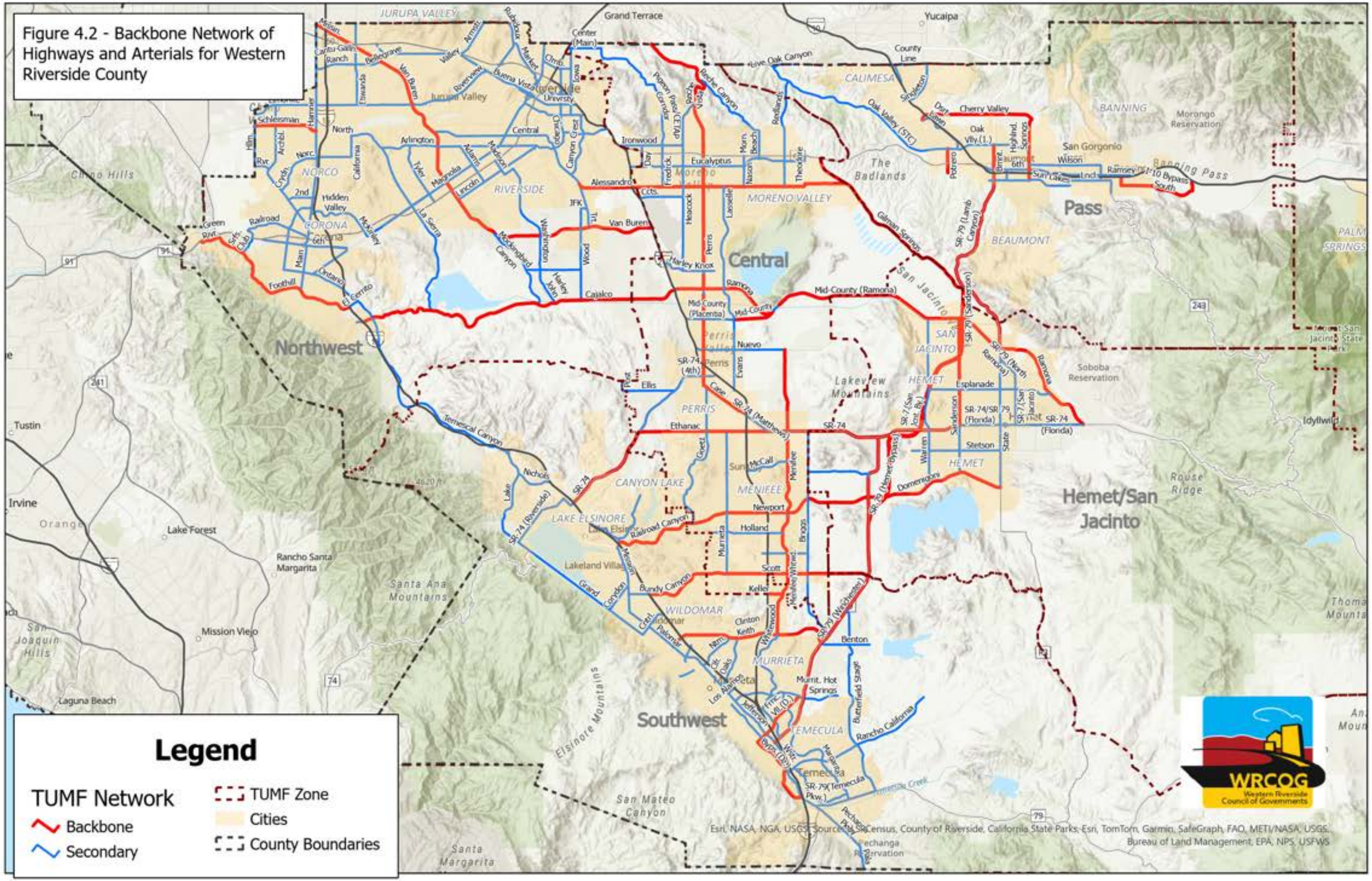
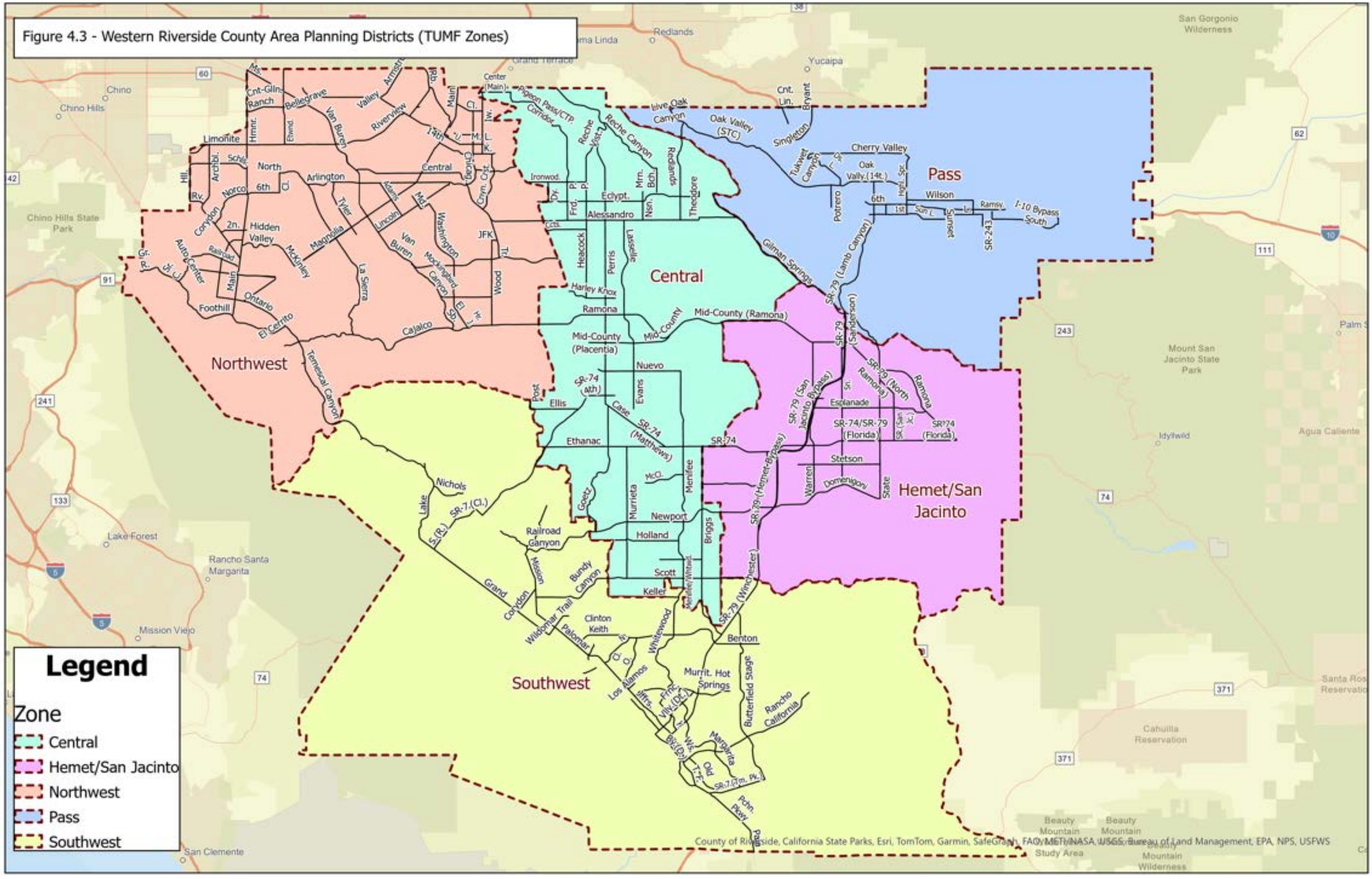


Figure 4.3 - Western Riverside County Area Planning Districts (TUMF Zones)


Northwest
Central
Pass
Hemet/San Jacinto
Southwest
Legend
Zone
Central
Hemet/San Jacinto
Northwest
Pass
Southwest
Redlands
Yucaipa
Chino
Chino Hills
Lake Forest
Rancho Santa Margarita
Mission Viejo
San Clemente
Palm Springs
Idyllwild
Mount San Jacinto State Park
Chino Hills State Park
San Gorgonio Wilderness
Agua Caliente Cahuilla Reservation
Santa Rosa Reservation
Beaumont
Cherry Valley
Oak Valley (STC)
Gilman Springs
Ramona
Mid-County (Placentia)
Mid-County (Ramona)
Nuevo
Ethanac
Newport
Holland
Scott
Keller
Railroad Canyon
Benton
Murrit. Hot Springs
Rancho California
Temescal Canyon
Cajalco
Foothill
Ontario
Limonite
North Arlington
Central
Hidden Valley
Norco
Corona
Eastvale
Jurupa Valley
Riverside
Moreno Valley
Perris
Sunset
Wilson
6th
I-10 Bypass South
SR-243
SR-79 (Lamb Canyon)
SR-79 (Sanderson)
SR-79 (San Jacinto Bypass)
SR-79 (North Ramona)
SR-74/SR-79 (Florida)
SR-74 (Matthews)
SR-74 (Ath)
SR-74
SR-79 (Hemet-Bypass)
SR-79 (Winchester)
Esplanade
Stetson
Domenigoni
Warren
State
Evans
Case
Ellis
Murrieta
Menifee
Briggs
Goetz
Lake
Nichols
Railroad Canyon
Mission
Bundy Canyon
Grand
Wildomar Trail
Clinton Keith
Palomar
Whitewood
Los Alamos
Butterfield Stage
Margarita
Old
Pchn. Pkwy
Cherry Valley
Oak Vally. (14t.)
Tukwet Canyon
Potrero
Singleton
Bryant
Cnt. Ln.
Live Oak Canyon
Reche Canyon
Reche Vista
Pigeon Pass/CTP Corridor
Theodore
Redlands
Alessandro
Eclypt.
Ironwood
Harley Knox
Heacock
Lasselle
Redlands
Wood
JFK
Van Buren
Magnolia
Lincoln
Tyler
McKinley
La Sierra
Auto Center
Railroad
Main
Corydon
Archibald
Hill
Rv.
Cnt-Gln
Ranch
Bellegrave
Valley
Riverview
Armstrong
Main
Center (Main)
Ct.
14th
Chino
Chino Chst.
Chym. Cnst.
Ironwood
Dr.
Frd.
Eclypt.
Alessandro
Mrn.
Nsn.
Bch.
Redlands
Theodore
Wilson
6th
1st
Sunset
Ramsy.
SR-243
I-10 Bypass South
Potrero
Cherry Valley
Oak Vally. (14t.)
Tukwet Canyon
Singleton
Bryant
Cnt. Ln.
Live Oak Canyon
Oak Valley (STC)
Pigeon Pass/CTP Corridor
Reche Vista
Reche Canyon
Redlands
Yucaipa
Grand Terrace
Loma Linda
Center (Main)
Main
Ct.
14th
Chino
Chino Chst.
Limonite
Hmmr.
Elwnd.
Van Buren
Valley
Riverview
Armstrong
Rb.
Cnt-Gln
Ranch
Bellegrave
Archibald
Schl.
North Arlington
Central
6th
Norco
Cl.
Rv.
Hill
Corydon
2n.
Hidden Valley
Railroad
Main
Auto Center
Jurupa
Riverside
Moreno
Tyler
Magnolia
McKinley
La Sierra
Adams
Lincoln
Mid
Van Buren
Washington
Mockingbird Canyon
JFK
Wood
Tl.
Sp.
El
Jr.
Foothill
Ontario
El Cerrito
Cajalco
Temescal Canyon
Harley Knox
Heacock
Perris
Lasselle
Ramona
Mid-County (Placentia)
Mid-County
Mid-County (Ramona)
Nuevo
Ellis
Post
SR-74 (Ath)
Case
Evans
SR-74 (Matthews)
Ethanac
SR-74
Murrieta
Menifee
McCo.
Goetz
Briggs
Newport
Holland
Railroad Canyon
Scott
Keller
Nichols
Lake
St (R.)
SR-74 (Cl.)
Mission
Bundy Canyon
Grand
Corydon
Wildomar Trail
Palomar
Clinton Keith
Whitewood
Los Alamos
Jiffrs.
Frnc
Vlk (Dr.)
Bx (Dr.)
Wlk
Murrit. Hot Springs
Butterfield Stage
Rancho California
Margarita
Old
T-F
SR-74 (Jm. Pk.)
Pchn. Pkwy
Palomar
Benton
SR-79 (Winchester)
Briggs
Menifee/Whitewood
Warren
Domenigoni
State
Stetson
Esplanade
SR-74/SR-79 (Florida)
SR-74 (Florida)
SR-79 (San Jacinto Bypass)
SR-79 (North Ramona)
SR-79 (Sanderson)
SR-79 (Lamb Canyon)
Gilman Springs
Ramona
Mid-County (Ramona)
Mid-County
Nuevo
Ethanac
SR-74
SR-74 (Matthews)
SR-74 (Ath)
Case
Evans
Ellis
Post
Harley Knox
Heacock
Perris
Lasselle
Theodore
Redlands
Alessandro
Eclypt.
Ironwood
Dr.
Frd.
Pl.
Mrn.
Nsn.
Bch.

4.3 Future Roadway Transportation Needs

To calculate a "fair share" fee for new development, it is necessary to estimate the cost of improvements on the TUMF system that will be needed to mitigate the cumulative regional impacts of future transportation demands created by new development. Estimates of the cost to improve the network to mitigate the cumulative impacts of new development were originally developed based on unit costs prepared for the Coachella Valley Association of Governments (CVAG) Regional Arterial Cost Estimate (RACE)[9], and the WRCOG Southwest District SATISFY 2020 Summary of Cost Estimates[10] (TKC/WRCOG 2000). The RACE cost estimates were developed based on a summary of actual construction costs for projects constructed in Riverside County in 1998.

The initial unit cost estimates for the TUMF (based on inflated RACE cost estimates) were reviewed in the context of the SATISFY 2020 Draft Cost Estimates and were consolidated to provide typical improvement costs for each eligible improvement type. The refinement of unit costs was completed to simplify the process of estimating the cost to improve the entire TUMF network. Based on RACE and SATISFY 2020, consolidated cost estimates included typical per mile or lump sum costs for each of the improvement types eligible under the TUMF Program. The resultant revised unit cost estimates were used as the basis for estimating the cost to complete the necessary improvements to the TUMF network to mitigate the cumulative regional transportation impacts of new development.

Variations in the consolidated cost estimates for specific improvement types were provided to reflect differences in topography and land use across the region. Unit costs for roadway construction were originally varied to account for variations in construction cost (in particular, roadway excavation and embankment cost) associated with construction on level (code 1) rolling (code 2) and mountainous (code 3) terrain, respectively. Right-of-way acquisition costs which originally included consideration for land acquisition, documentation and legal fees, relocation and demolition costs, condemnation compensation requirements, utility relocation, and environmental mitigation costs were also varied to account for variations in right-of-way costs associated with urban (developed commercial/residential mixed uses – code 1), suburban (developed residential uses – code 2) and rural (undeveloped uses – code 3) land uses, respectively. Lump sum costs for interchange improvements were originally varied to account for variations in cost associated with new complex, new standard (or fully reconstructed), or major (or partially reconstructed) or minor (individual ramp improvements) interchange improvements.

As part of the 2024 TUMF Nexus Update, the original unit cost categories were revised to generate entirely new unit cost values based on the most recent available construction cost, labor cost and land acquisition cost values for comparable projects within Riverside County. The recalculation of the TUMF unit cost components was completed

[9] Parsons Brinckerhoff/Coachella Valley Association of Governments, 1999, Regional Arterial Cost Estimate (RACE)

[10] TKC/Western Riverside Council of Governments, 2000, SATISFY 2020 Summary of Cost Estimates

as part of the 2024 Nexus Update to reflect the effects of significant changes in materials, labor and land acquisition costs including the influences of supply chain disruptions during and following the COVID-19 pandemic, and the elevated rates of inflation prevailing in the past few years. **Appendix F** provides a detailed outline of the assumptions and methodology leading to the revised TUMF unit cost assumptions developed as part of the 2024 Nexus Update. A new category was also added to the cost assumptions to facilitate the use of intelligent transportation systems (ITS) to enhance traffic flows in arterial corridors that require mitigation but cannot accommodate construction of addition lane capacity.

Section 8.5.1 of the Riverside County Integrated Project (RCIP) Multiple Species Habitat Conservation Plan (MSHCP) adopted by the Riverside County Board of Supervisors on June 17, 2003, states that "each new transportation project will contribute to Plan implementation. Historically, these projects have budgeted 3% - 5% of their construction costs to mitigate environmental impacts." This expectation is reiterated in the Western Riverside County Multiple Species Habitat Conservation Plan Nexus Fee Study Update (Economic & Planning Systems, Inc., October 2020) Section 6 which indicates that "about 44% of the revenue for the program" is expected to be derived from non-fee sources, including " the Measure A sales tax which is authorized through 2039 and other transportation funding sources such as the Transportation Uniform Mitigation Fees (TUMF)." Consistent with the MSHCP Nexus Report, an amount equal to 5% of the construction cost for new TUMF network lanes, bridges and railroad grade separations will be specifically included as part of TUMF Program with revenues to be provided to the Western Riverside County Regional Conservation Authority (RCA) for the acquisition of land identified in the MSHCP. The relevant sections of the MSHCP document and the most recent MSHCP Nexus Report are included in **Appendix F**.

Table 4.1 summarizes the unit cost estimate assumptions used to develop the TUMF network cost estimate as part of the current Nexus Update. **Table 4.1** also includes a comparison of the original TUMF unit cost assumptions and the 2016 Nexus Study unit cost assumptions that demonstrates the significant increases in unit costs observed during recent years. In most cases the unit cost assumptions have more than doubled from those used for the 2016 Nexus Study. Cost estimates are provided in current year values as indicated.

To estimate the cost of improving the regional network to provide for traffic growth from new development, the network characteristics and performance guidelines (outlined in **Section 4.1**) were initially used as a basis for determining the needed improvements. The initial list of improvements was then compared with local General Plan Circulation Elements to ensure that the TUMF network included planned arterial roadways of regional significance. A consolidated list of proposed improvements and the unit cost assumptions were then used to establish an initial estimate of the cost to improve the network to mitigate for future traffic growth associated with new development. This initial list of proposed improvements has since been revised and updated as part of each subsequent Nexus Update to reflect the completion of projects, changing levels of development and associated changes in travel demand and transportation system impacts to be mitigated as part of the TUMF program.

Table 4.1 - Unit Costs for Arterial Highway and Street Construction

Component Type	Original Cost Assumptions as published October 18, 2002	Cost Assumptions per 2016 Nexus Study July 10, 2017	**Cost Assumptions per 2024 Nexus Update**	Description
Terrain 1	$550,000	$692,000	**$1,132,000**	Construction cost per lane mile - level terrain
Terrain 2	$850,000	$878,000	**$1,740,000**	Construction cost per lane mile - rolling terrain
Terrain 3	$1,150,000	$1,064,000	**$2,350,000**	Construction cost per lane mile - mountainous terrain
Landuse 1	$900,000	$2,509,000	**$7,830,000**	ROW cost factor per lane mile - urban areas
Landuse 2	$420,000	$2,263,000	**$5,440,000**	ROW cost factor per lane mile - suburban areas
Landuse 3	$240,000	$287,000	**$490,000**	ROW cost factor per lane mile - rural areas
Interchange 1	n/a	$50,032,000	**$84,190,000**	Complex new interchange/interchange modification cost
Interchange 2	$20,000,000	$25,558,000	**$43,490,000**	New interchange/interchange modification total cost
Interchange 3	$10,000,000	$12,343,000	**$22,550,000**	Major interchange improvement total cost
Bridge 1	$2,000	$3,180	**$4,800**	Bridge total cost per lane per linear foot
RRXing 1	$4,500,000	$6,376,000	**$18,200,000**	New Rail Grade Crossing per lane
RRXing 2	$2,250,000	$2,733,000	**$6,900,000**	Existing Rail Grade Crossing per lane
ITS 1			**$686,400**	Infrastructure for ITS of roadway segments per route mile
Planning	10%	10%	**10%**	Planning, preliminary engineering and environmental assessment costs based on construction cost only
Engineering	25%	25%	**25%**	Project study report, design, permitting and construction oversight costs based on construction cost only
Contingency	10%	10%	**10%**	Contingency costs based on total segment cost
Administration		4%	**4%**	TUMF program administration based on total TUMF eligible network cost
MSHCP		5%	**5%**	TUMF component of MSHCP based on total TUMF eligible construction cost

As indicated in **Table 2.4** and **Figure 2.4**, the anticipated rate of forecasted growth in Western Riverside County has been reduced by 4% for population, 3% for single-family residential and 31% for employment. This reduced rate of forecasted socioeconomic growth has a commensurate impact on the forecasted daily traffic in the region as demonstrated by the 2016 Nexus Study VMT compared to the 2024 Nexus Update VMT in **Table 4.2**. As shown in the table, the forecast peak period VMT on the TUMF arterial network in the year 2045 as the basis for the 2024 Nexus Update is more than 5% less than the comparable peak period VMT for 2040 used for the 2016 Nexus Study.

Table 4.2 – Forecasted Daily Traffic in Western Riverside County

Measure of Performance	2024 Nexus Update		2016 Nexus Study	
	Peak Period		Peak Period	
	2018 Existing	2045 No-Build	2012 Existing	2040 No-Build
VMT - Total ALL FACILITIES	23,284,724	29,897,254	19,532,437	29,277,587
VMT - FREEWAYS	13,514,522	15,490,284	11,019,155	14,487,570
VMT - ALL ARTERIALS	9,770,202	14,406,970	8,513,282	14,790,016
TOTAL - TUMF ARTERIAL VMT	**6,216,985**	**8,597,200**	**5,585,202**	**9,089,495**

Source: RivCoM 2018 base network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network as existing in December 2021; RivTAM 2012 network and SCAG 2016 RTP/SCS SED with updated 2015 arterial network completed by WSP, September 2016

As a result of the reduced forecast traffic growth in the region, it is anticipated that the cumulative regional impacts of new development on the arterial highway and transit systems in the region is also reduced necessitating a reduction in the projects identified on the TUMF Network to mitigate the impacts of new development. As part of the 2024 Nexus Update, the list of proposed improvements included in the initial Nexus Study and validated during the subsequent Nexus updates was reviewed for accuracy and, where necessary, amended to remove or modify projects that have changed in need to mitigate impacts based on changes in the patterns of growth and travel demand within the region. Projects completed since the adoption of the 2016 Nexus Update were also removed from the network to reflect the fact that mitigation at these locations is no longer required. The specific network changes were screened by the WRCOG Public Works Committee for consistency with TUMF network guidelines including travel demand and traffic performance.

Based on the findings of the network screening, elements of specific projects were revised to reflect necessary network corrections and modifications to project assumptions. A matrix summarizing the disposition of the requests received as part of the 2024 TUMF Nexus Update was developed and is included in **Appendix G**.

Eligible arterial highway and street improvement types to mitigate the cumulative regional transportation impacts of new development on Network facilities include:

1. Construction of additional Network roadway lanes
2. Construction of new Network roadway segments
3. Expansion of existing Network bridge structures
4. Construction of new Network bridge structures
5. Expansion of existing Network interchanges with freeways
6. Construction of new Network interchanges with freeways
7. Grade separation of existing Network at-grade railroad crossings
8. Installation of ITS along Network roadway segments

All eligible improvement types, except for ITS, provide additional capacity to Network facilities to accommodate future traffic growth generated by new development in Western Riverside County. ITS provides the ability to improve traffic flows along corridors

where capacity expansion is not possible. Following the comprehensive update of the TUMF Program, the estimated total cost to improve the RSHA for Western Riverside County is $4.84 billion with this cost including all arterial highway and street planning, engineering, design, right-of-way acquisition and capital construction costs, but not including transit, MSHCP or program administration costs that will be subsequently described. It should be noted that the full cost to improve the TUMF Network cannot be entirely attributed to new development and must be adjusted to account for the previous obligation of other funds to complete necessary improvements and unfunded existing needs. **Sections 4.5** and **4.6** describe the adjustments to the total TUMF Network improvement need to account for existing needs and obligated funds.

In addition to the arterial highway and street improvement costs indicated above, the TUMF Nexus Update included specific consideration for the TUMF Program obligation to the MSHCP program to mitigate the impact of TUMF network improvements on species and habitat within Western Riverside County. The TUMF obligation to MSHCP was calculated at a rate of 5% of the total construction (capital) cost of new lane segments, bridges and railroad grade separations on the TUMF Network. The total obligation to the MSHCP as indicated in the TUMF Network cost fee table is approximately $64.6 million, although the total obligation specific to the TUMF program is reduced to account for MSHCP obligations associated with improvements addressing existing needs and therefore excluded from TUMF.

The TUMF 2024 Nexus Update similarly includes specific consideration of the costs associated with WRCOG administration of the TUMF Program. The average cost for WRCOG to administer the TUMF Program was calculated at a rate of 4% of the total eligible cost of new lane segments (including interchanges, bridges and railroad grade separations) on the TUMF Network and new transit services. Administration costs incurred by WRCOG include direct salary, fringe benefit and overhead costs for WRCOG staff assigned to administer the program and support participating jurisdictions, and costs for consultant, legal and auditing services to support the implementation of the TUMF program. The total cost for WRCOG administration of the TUMF Program as indicated in the TUMF Network cost fee table is approximately $161.2 million.

The detailed TUMF network cost calculations are provided in **Section 4.7**, including each of the individual segments and cost components considered as part of the TUMF Program, and the maximum eligible TUMF share for each segment following adjustments for obligated funding and unfunded existing needs as described in subsequent sections.

4.4 Public Transportation Component of the TUMF System

In addition to the roadway network, public transportation plays a key role in serving future travel demand in the region. Public transportation serving inter-community trips is generally provided in the form of public bus transit services and in particular express bus or other high frequency services between strategically located community transit centers. In Western Riverside County, these bus transit services are typically provided by

RTA. Transit needs to serve future regional travel in Western Riverside County via bus transit include vehicle acquisitions, transit centers, express bus stop upgrades, maintenance facilities and other associated capital improvements to develop express bus or other high frequency inter-community transit bus services within the region. Metrolink commuter rail service improvements were not included in the TUMF Program as they typically serve longer inter-regional commute trips equivalent to freeway trips on the inter-regional highway system.

The network of regionally significant bus transit services represents those express bus and other high frequency transit bus services that primarily support inter-community trips in Western Riverside County and supplement the regional highway system and inter-regional commuter rail services. As a result, this portion of the bus transit system also represents the extents of the network of bus services that would be eligible for TUMF funded improvements.

The TUMF Bus Transit Network is the system of bus services that serve inter-community trips within Western Riverside County and therefore are eligible for improvement funding with TUMF funds. The Bus Transit Network for Western Riverside County was identified based on several transit network and performance guidelines as follows:

1. Bus transit routes (or corridors comprised of multiple overlapping routes) proposed to have a frequency of greater than three buses per direction during peak hours at ultimate build out.
2. Routes or corridors that serve multiple jurisdictions and/or provide connectivity between communities, both within and adjoining western Riverside County.
3. Routes or corridors with forecast weekday bus ridership in excess of 1,000 person trips per day by 2040.
4. Routes or corridors that are proposed to provide timed interconnections with at least four other routes or corridors at ultimate build out.
5. Routes or corridors that utilize the majority of travel along the TUMF RSHA.
6. Routes or corridors that provide direct access to areas of forecast population and employment growth, major commercial, industrial, institutional, recreational or tourist activity centers, and multi-modal transportation facilities (such as airports, railway terminals and transit centers).

Express bus routes and other high-frequency bus transit routes and corridors in Western Riverside County that generally satisfied the respective guidelines were identified by RTA. Updated cost estimates for improving the infrastructure serving public transportation, including construction of transit centers and transfer facilities, express bus stop upgrades, and capital improvements needed to develop express bus and other high frequency bus transit service within the region were also provided by RTA. The updated transit unit cost data provided by RTA are shown in **Table 4.3**.

Table 4.3 - Unit Costs for Transit Capital Expenditures

Component Type*	Original Cost Assumptions as published October 18, 2002	Cost Assumptions per 2016 Nexus Study July 10, 2017	**Cost Assumptions per 2024 Nexus Update**	Description
Transit Center 1		$6,000,000	**$7,465,000**	Relocation/expansion of existing Regional Transit Center with up to 14 bus bays and park and ride
Transit Center 2	$6,000,000	$9,000,000	**$11,195,000**	New Regional Transit Center with up to 14 bus bays and park and ride
Transfer Facility		$1,000,000	**$1,245,000**	Multiple route transfer hub
O & M Facility		$50,000,000	**$62,186,000**	Regional Operations and Maintenance Facility
Green Technology			**$100,000**	ZEB technology enhancements
Bus Stop	$10,000	$40,000	**$50,000**	Bus Stop Amenities Upgrade on TUMF Network
BRT Service Capital	$540,000	$60,000	**$75,000**	BRT/Limited Stop Service Capital (per stop**)
Vehicle Fleet 1* **			**$160,000**	Small Sized Bus/Van Contract Operated
Vehicle Fleet 2		$155,000	**$300,000**	Medium Sized Bus Contract Operated
Vehicle Fleet 3	$325,125	$585,000	**$1,271,000**	Large Sized Bus Directly Operated
COA Study		$950,000	**$1,150,000**	Comprehensive Operational Analysis Study component of Nexus Study Update

* Transit Cost Component Types were restructured as part of the 2016 Nexus Update in accordance with the RTA Comprehensive Operational Analysis (January 2015)

** BRT Service Capital Cost Assumption was based on a per mile unit prior to the 2016 Nexus Update. 2016 Nexus Update uses a per stop unit cost for BRT Service Capital

*** Vehicle Fleet component was restructured as part of the 2024 Nexus Update with the inclusion of Small Sized Bus/Van Contract Operated as Vehicle Fleet 1 and subsequent renumbering of Vehicle Fleet 2 and 3, respectively

The estimated total cost for future RTA bus transit services to accommodate forecast transit demand is approximately $217.9 million with this cost including all planning, engineering, design and capital improvement costs. Detailed transit component cost estimates are included in **Section 4.7**. The full cost to improve RTA bus transit services cannot be entirely attributed to new development and must be adjusted to account for existing needs. **Section 4.6** describes the adjustments to the total transit cost to account for existing needs.

4.5 Existing Obligated Funding

For some of the facilities identified in the TUMF network, existing obligated funding has previously been secured through traditional funding sources to complete necessary improvements. Since funding has been obligated to provide for the completion of needed improvements to the TUMF system, the funded cost of these improvements will not be recaptured from future developments through the TUMF Program. As a result, the TUMF network cost was adjusted accordingly to reflect the availability of obligated funds.

To determine the availability of obligated funds, WRCOG staff, in conjunction with RCTC staff, completed a review of the current Federal Transportation improvement Program (FTIP) to identify TUMF eligible projects that were also programmed to receive funding from alternate sources. A table summarizing the obligated funds for segments of the TUMF network is included in **Appendix H**. A total of $382.9 million in obligated funding was identified for improvements to the TUMF system. The estimated total TUMF network project cost was subsequently reduced by this amount.

4.6 Unfunded Existing Improvement Needs

A review of the existing traffic conditions on the TUMF network (as presented in **Table 3.1**) indicates that some segments of the roadways on the TUMF system currently experience congestion and operate at unacceptable levels of service. In addition, demand for inter-community transit service already exists and future utilization of proposed inter-community transit services will partially satisfy this existing demand. The need to improve these portions of the system is generated, at least in part, by existing demand, rather than solely the cumulative regional impacts of future new development, so future new development cannot be assessed for the equivalent cost share of improvements providing for this existing need.

To account for existing need in the TUMF Network, the cost for facilities identified as currently experiencing LOS E or F was adjusted. This was done by identifying the portion of any segment of the TUMF Network with a volume to capacity (v/c) ratio of greater than 0.9 (the threshold for LOS E) in the RivCoM 2018 Existing scenario and extracting the share of the overall facility cost to improve that portion. This cost adjustment provides for the mitigation of incremental traffic growth on those TUMF segments with an existing high level of congestion. The following approach was applied to account for incremental traffic growth associated with new development as part of the existing need methodology:

1. Facilities with an existing need were identified by reviewing the RivCoM 2018 Existing scenario assigned traffic on the 2021 existing network and delineating

those facilities included on the TUMF Cost Fee Summary Table that have an average directional v/c exceeding 0.90[11].

a. Weighted directional v/c values were used to determine existing need for network segments, which was calculated by:
    i. Determining the length for the portion of each segment (model link), and calculating the ratio of link length to the overall segment length
    ii. Generating the average directional v/c for each link, for both directions in AM and PM periods, and multiplying by link/segment length ratio
    iii. Determining the maximum peak-period peak-direction v/c for each link, representing the highest directional v/c in either AM or PM
    iv. Calculating weighted average v/c for each TUMF segment, based on the sum of all weighted max v/c values of each link within a segment

b. A similar method was used to determine existing need for spot improvements including interchanges, railroad crossings and bridges. However, no weighting was used in the calculation of existing need for spot improvements. For these facilities, the peak-period peak-direction v/c values (highest directional v/c in either AM or PM) were utilized in the existing need calculation. This was based on the individual link within a network segment where a bridge or railroad crossing is located, or on- and off-ramps in the case of interchanges.

2. Initial costs of addressing the existing need were calculated by estimating the share of a particular roadway segments "new lane" cost, or individual spot improvement cost (including all associated ROW and soft costs).

3. Incremental growth in v/c was determined by comparing the average directional exisitng year v/c for the TUMF facilities (delineated under step one) with the horizon year v/c for the corresponding segments and spot improvements calculated based on the RivCoM 2045 No-Build scenario assigned traffic on the 2021 existing network using the same methodology as the existing year v/c.

[11] The RivCoM 2021 Existing Network used for the TUMF Nexus Study analyses reflects the RivCoM 2018 base year network augmented to include highways facilities on the TUMF Network as they existed in December 2021. A second version of the base network was also developed adding only those facilities that had been identified on the 2016 TUMF Nexus study 2040 Build scenario that did not currently exist in December 2021 and therefore were not represented by a link(s) in the RivCoM base network. The Supplemental 2021 Existing Network was utilized as the basis for determining existing and future v/c for only those projects that did not currently exist on the 2021 TUMF Network.

4. The proportion of the incremental growth attributable to new development was determined by dividing the result of step three with the total 2045 No-Build scenario v/c exceeding LOS E.

5. For those segments experiencing a net increase in v/c over the base year, TUMF will 'discount' the cost of existing need improvements by the proportion of the incremental v/c growth through 2045 No-Build compared to the 2018 Baseline v/c (up to a maximum of 100%).

The unfunded cost of existing highway improvement needs (including the related MSHCP obligation) totals $582.6 million. **Appendix H** includes a detailed breakdown of the existing highway improvement needs on the TUMF network, including the associated unfunded improvement cost estimate for each segment and spot improvement experiencing unacceptable LOS.

For transit service improvements, the cost to provide for existing demand was determined by multiplying the total transit component cost by the share of future transit trips representing existing demand. The cost of existing transit service improvement needs is $63.0 million representing 28.9% of the TUMF transit component. **Appendix H** includes tables reflecting the calculation of the existing transit need share and the existing transit need cost.

4.7 Maximum TUMF Eligible Cost

A total of $382.9 million in obligated funding was identified for improvements to the TUMF system. Since these improvements are already funded with other available revenue sources, the funded portion of these projects cannot also be funded with TUMF revenues. Furthermore, the total cost of the unfunded existing improvement need is $646.9 million. These improvements are needed to mitigate existing transportation deficiencies and therefore their costs cannot be assigned to new development through TUMF.

Based on the estimated costs described in **Sections 4.3** and **4.4**, the total value to complete the identified TUMF network and transit improvements, and administer the program is $5.28 billion. Having accounted for obligated funds and unfunded existing needs as described in **Sections 4.5** and **4.6**, respectively, the estimated maximum eligible value of the TUMF Program is $4.24 billion. The maximum eligible value of the TUMF Program includes approximately $3.87 billion in eligible arterial highway and street related improvements and $154.8 million in eligible transit related improvements. An additional $53.9 million is eligible as part of the TUMF Program to mitigate the impact of eligible TUMF related arterial highway and street projects on critical native species and wildlife habitat, while $161.2 million is provided to cover the costs incurred by WRCOG to administer the TUMF Program.

Figure 4.4 illustrates the various improvements to the RSHA included as part of the TUMF network cost calculation. **Table 4.4** summarizes the TUMF network cost calculations for each of the individual segments. This table also identifies the maximum eligible TUMF share for each segment having accounted for obligated funding and unfunded

existing need. A detailed breakdown of the individual cost components and values for the various TUMF Network segments is included in **Appendix H**. **Table 4.5** outlines the detailed transit component cost estimates. It should be noted that the detailed cost tables (and fee levels) are subject to regular review and updating by WRCOG and therefore WRCOG should be contacted directly to obtain the most recently adopted version of these tables (and to confirm the corresponding fee level).

Figure 4.4 - Regional System of Highways and Arterials - TUMF Network Improvements

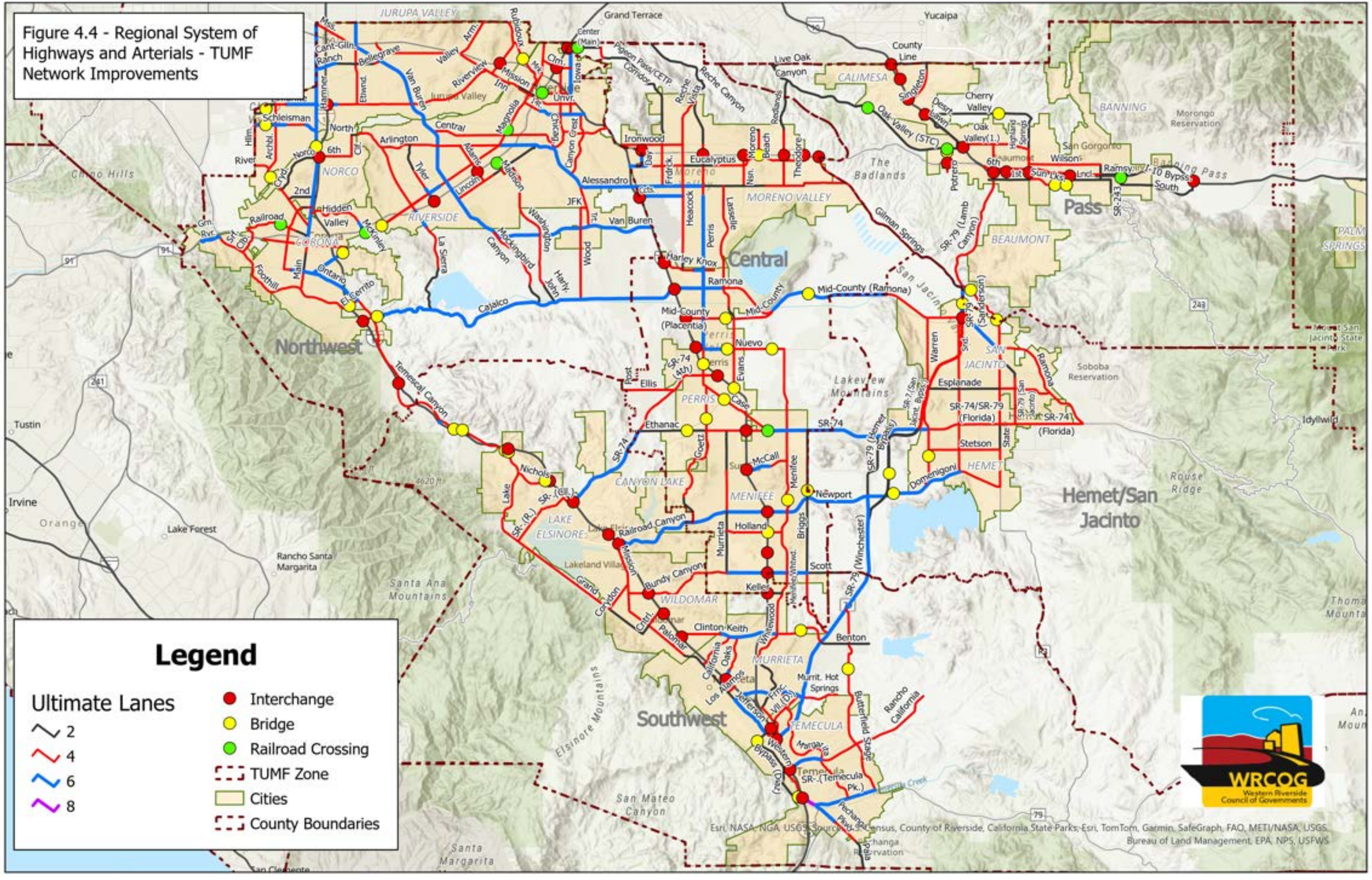


Table 4.4 - TUMF Network Cost Estimates

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Central	Menifee	Ethanac	Goetz	Murrieta	$0	$0
Central	Menifee	Ethanac	Murrieta	I-215	$0	$0
Central	Menifee	Ethanac	I-215	interchange	$32,698,000	$32,698,000
Central	Menifee	Ethanac	Sherman	Matthews	$2,674,000	$2,674,000
Central	Menifee	Ethanac	BNSF San Jacinto Branch	railroad crossing	$105,560,000	$105,560,000
Central	Menifee	Menifee	SR-74 (Pinacate)	Simpson	$1,307,000	$1,307,000
Central	Menifee	Menifee	Salt Creek	bridge	$4,384,000	$4,384,000
Central	Menifee	Menifee	Simpson	Aldergate	$0	$0
Central	Menifee	Menifee	Aldergate	Newport	$0	$0
Central	Menifee	Menifee	Newport	Holland	$0	$0
Central	Menifee	Menifee	Holland	Garbani	$0	$0
Central	Menifee	Menifee	Garbani	Scott	$4,353,000	$4,353,000
Central	Menifee	Menifee/Whitewood	Scott	Murrieta City Limit	$0	$0
Central	Menifee	Newport	Goetz	Murrieta	$0	$0
Central	Menifee	Newport	Murrieta	I-215	$1,130,000	$1,130,000
Central	Menifee	Newport	I-215	Menifee	$0	$0
Central	Menifee	Newport	Menifee	Lindenberger	$0	$0
Central	Menifee	Newport	Lindenberger	SR-79 (Winchester)	$0	$0
Central	Menifee	Scott	I-215	Briggs	$8,635,000	$8,635,000
Central	Menifee	Scott	I-215	interchange	$0	$0
Central	Menifee	Scott	Sunset	Murrieta	$4,388,000	$4,388,000
Central	Menifee	Scott	Murrieta	I-215	$16,949,000	$12,949,000
Central	Menifee	SR-74	Matthews	Briggs	$8,254,000	$8,254,000
Central	Moreno Valley	Alessandro	I-215	Perris	$13,420,000	$13,420,000
Central	Moreno Valley	Alessandro	Perris	Nason	$0	$0
Central	Moreno Valley	Alessandro	Nason	Moreno Beach	$0	$0
Central	Moreno Valley	Alessandro	Moreno Beach	Gilman Springs	$18,019,000	$18,019,000
Central	Moreno Valley	Gilman Springs	SR-60	Alessandro	$7,291,000	$7,291,000
Central	Moreno Valley	Gilman Springs	SR-60	interchange	$0	$0
Central	Moreno Valley	Perris	Reche Vista	Ironwood	$0	$0
Central	Moreno Valley	Perris	Ironwood	Sunnymead	$0	$0
Central	Moreno Valley	Perris	SR-60	interchange	$32,698,000	$11,192,000
Central	Moreno Valley	Perris	Sunnymead	Cactus	$0	$0
Central	Moreno Valley	Perris	Cactus	Harley Knox	$0	$0
Central	Moreno Valley	Reche Vista	Country	Heacock	$7,486,000	$3,799,000
Central	Perris	11th/Case	Perris	Goetz	$4,582,000	$4,582,000
Central	Perris	Case	Goetz	I-215	$20,876,000	$20,876,000
Central	Perris	Case	San Jacinto River	bridge	$1,740,000	$1,235,000
Central	Perris	Ethanac	Keystone	Goetz	$6,056,000	$6,056,000
Central	Perris	Ethanac	San Jacinto River	bridge	$5,568,000	$5,568,000
Central	Perris	Ethanac	I-215	Sherman	$5,316,000	$5,316,000
Central	Perris	Goetz	Case	Ethanac	$1,507,000	$999,000
Central	Perris	Goetz	San Jacinto River	bridge	$5,568,000	$3,398,000
Central	Perris	Mid-County (Placentia)	I-215	Perris	$15,655,000	$15,655,000
Central	Perris	Mid-County (Placentia)	I-215	interchange	$0	$0
Central	Perris	Mid-County (Placentia)	Perris	Evans	$22,985,000	$22,985,000
Central	Perris	Mid-County (Placentia)	Perris Valley Storm Channel	bridge	$8,352,000	$8,352,000
Central	Perris	Perris	Harley Knox	Ramona	$0	$0
Central	Perris	Perris	Ramona	Citrus	$7,063,000	$7,063,000
Central	Perris	Perris	Citrus	Nuevo	$0	$0
Central	Perris	Perris	Nuevo	11th	$6,927,000	$6,927,000
Central	Perris	Perris	I-215 overcrossing	bridge	$0	$0
Central	Perris	Ramona	I-215	Perris	$5,039,000	$5,039,000
Central	Perris	Ramona	I-215	interchange	$32,698,000	$7,725,000
Central	Perris	Ramona	Perris	Evans	$0	$0
Central	Perris	Ramona	Evans	Mid-County (2,800 ft E of Rider)	$0	$0
Central	Perris	SR-74 (4th)	Ellis	I-215	$0	$0
Central	Unincorporated	Ethanac	SR-74	Keystone	$4,666,000	$4,666,000
Central	Unincorporated	Gilman Springs	Alessandro	Bridge Road	$30,601,000	$30,601,000
Central	Unincorporated	Menifee	Nuevo	SR-74 (Pinacate)	$16,684,000	$16,684,000
Central	Unincorporated	Mid-County	Evans	Ramona (2,800 ft E of Rider)	$12,156,000	$12,156,000
Central	Unincorporated	Mid-County (Ramona)	Ramona (2,800 ft E of Rider)	Pico Avenue	$0	$0
Central	Unincorporated	Mid-County (Ramona)	Pico Avenue	Bridge Road	$47,769,000	$47,769,000
Central	Unincorporated	Mid-County (Ramona)	San Jacinto River	bridge	$36,192,000	$36,192,000
Central	Unincorporated	Reche Canyon	San Bernardino County	Reche Vista	$0	$0
Central	Unincorporated	Reche Vista	Reche Canyon	Country	$0	$0
Central	Unincorporated	Scott	Briggs	SR-79 (Winchester)	$0	$0
Central	Unincorporated	SR-74	Ethanac	Ellis	$0	$0
Northwest	Corona	Cajalco	I-15	Temescal Canyon	$0	$0
Northwest	Corona	Cajalco	I-15	interchange	$0	$0
Northwest	Corona	Foothill	Paseo Grande	Lincoln	$0	$0
Northwest	Corona	Foothill	Wardlow Wash	bridge	$0	$0
Northwest	Corona	Foothill	Lincoln	California	$0	$0
Northwest	Corona	Foothill	California	I-15	$0	$0
Northwest	Corona	Green River	SR-91	Dominguez Ranch	$0	$0
Northwest	Corona	Green River	Dominguez Ranch	Palisades	$0	$0
Northwest	Corona	Green River	Palisades	Paseo Grande	$0	$0
Northwest	Eastvale	Schleisman	San Bernardino County	600' e/o Cucamonga Creek	$648,000	$648,000
Northwest	Eastvale	Schleisman	Cucamonga Creek	bridge	$0	$0
Northwest	Eastvale	Schleisman	600' e/o Cucamonga Creek	Harrison	$866,000	$866,000
Northwest	Eastvale	Schleisman	Harrison	Sumner	$488,000	$488,000
Northwest	Eastvale	Schleisman	Sumner	Scholar	$7,625,000	$7,625,000
Northwest	Eastvale	Schleisman	Scholar	A Street	$119,000	$119,000
Northwest	Eastvale	Schleisman	A Street	Hamner	$209,000	$209,000

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Northwest	Jurupa Valley	Van Buren	SR-60	Bellegrave	$23,928,000	$10,461,000
Northwest	Jurupa Valley	Van Buren	Bellegrave	Santa Ana River	$60,900,000	$0
Northwest	Riverside	Alessandro	Arlington	Trautwein	$2,410,000	$2,410,000
Northwest	Riverside	Arlington	La Sierra	Magnolia	$0	$0
Northwest	Riverside	Arlington	Magnolia	Alessandro	$46,465,000	$46,465,000
Northwest	Riverside	Van Buren	Santa Ana River	SR-91	$5,230,000	$4,392,000
Northwest	Riverside	Van Buren	SR-91	Mockingbird Canyon	$39,493,000	$21,292,000
Northwest	Riverside	Van Buren	Wood	Trautwein	$0	$0
Northwest	Riverside	Van Buren	Trautwein	Orange Terrace	$7,574,000	$7,574,000
Northwest	Unincorporated	Alessandro	Trautwein	Vista Grande	$0	$0
Northwest	Unincorporated	Alessandro	Vista Grande	I-215	$0	$0
Northwest	Unincorporated	Cajalco	El Sobrante	Harley John	$10,580,000	$9,817,000
Northwest	Unincorporated	Cajalco	Harley John	Harvil	$166,492,000	$166,492,000
Northwest	Unincorporated	Cajalco	Harvil	I-215	$1,238,000	$1,238,000
Northwest	Unincorporated	Cajalco	Temescal Canyon	La Sierra	$49,596,000	$35,953,000
Northwest	Unincorporated	Cajalco	Temescal Wash	bridge	$4,872,000	$1,907,000
Northwest	Unincorporated	Cajalco	La Sierra	El Sobrante	$96,453,000	$96,453,000
Northwest	Unincorporated	Van Buren	Mockingbird Canyon	Wood	$67,429,000	$67,429,000
Northwest	Unincorporated	Van Buren	Orange Terrace	I-215	$0	$0
Pass	Banning	Highland Springs	Wilson (8th)	Sun Lakes	$0	$0
Pass	Banning	Highland Springs	I-10	interchange	$63,061,000	$32,516,000
Pass	Banning	Highland Springs	Oak Valley (14th)	Wilson (8th)	$0	$0
Pass	Banning	Highland Springs	Cherry Valley	Oak Valley (14th)	$0	$0
Pass	Banning	I-10 Bypass South	I-10	Morongo Trail (Apache Trail)	$50,110,000	$50,110,000
Pass	Banning	I-10 Bypass South	I-10	interchange	$63,061,000	$63,061,000
Pass	Banning	I-10 Bypass South	San Gorgonio	bridge	$4,176,000	$4,176,000
Pass	Banning	I-10 Bypass South	UP/Hargrave	railroad crossing	$52,780,000	$52,780,000
Pass	Beaumont	Beaumont	Oak Valley (14th)	I-10	$0	$0
Pass	Beaumont	Potrero	Oak Valley (San Timoteo Canyon)	SR-60	$1,100,000	$1,100,000
Pass	Beaumont	Potrero	SR-60	interchange	$63,061,000	$29,561,000
Pass	Beaumont	Potrero	UP	railroad crossing	$40,020,000	$40,020,000
Pass	Beaumont	Potrero	Noble Creek	bridge	$0	$0
Pass	Beaumont	Potrero	SR-60	4th	$0	$0
Pass	Beaumont	SR-79 (Beaumont)	I-10	California	$0	$0
Pass	Beaumont	SR-79 (Beaumont)	I-10	interchange	$63,061,000	$7,408,000
Pass	Calimesa	Cherry Valley	I-10	interchange	$63,061,000	$59,773,000
Pass	Calimesa	Cherry Valley	Roberts St	Roberts Rd	$3,053,000	$3,053,000
Pass	Unincorporated	Cherry Valley	Bellflower	Noble	$6,411,000	$6,411,000
Pass	Unincorporated	Cherry Valley	Highland Springs	Bellflower	$0	$0
Pass	Unincorporated	Cherry Valley	Noble	Roberts St	$0	$0
Pass	Unincorporated	Cherry Valley	San Timoteo Wash	bridge	$0	$0
Pass	Unincorporated	SR-79 (Lamb Canyon)	California	Gilman Springs	$0	$0
San Jacinto	Hemet	Domenigoni	Warren	Sanderson	$7,726,000	$7,726,000
San Jacinto	Hemet	Domenigoni	Sanderson	State	$0	$0
San Jacinto	Hemet	SR-74	Winchester	Warren	$35,208,000	$35,208,000
San Jacinto	San Jacinto	Mid-County (Ramona)	Warren	Sanderson	$0	$0
San Jacinto	San Jacinto	Mid-County (Ramona)	Sanderson/SR-79 (Hemet Bypass)	interchange	$0	$0
San Jacinto	San Jacinto	Ramona	Sanderson	State	$0	$0
San Jacinto	San Jacinto	Ramona	State	Main	$0	$0
San Jacinto	San Jacinto	Ramona	Main	Cedar	$31,518,000	$26,928,000
San Jacinto	San Jacinto	Ramona	Cedar	SR-74	$0	$0
San Jacinto	Unincorporated	Domenigoni	SR-79 (Winchester)	Warren	$13,508,000	$13,508,000
San Jacinto	Unincorporated	Domenigoni	San Diego Aqueduct	bridge	$4,176,000	$4,176,000
San Jacinto	Unincorporated	Gilman Springs	Bridge	Sanderson	$0	$0
San Jacinto	Unincorporated	Mid-County (Ramona)	Bridge	Warren	$9,221,000	$9,221,000
San Jacinto	Unincorporated	SR-74	Briggs	SR-79 (Winchester)	$15,417,000	$15,417,000
San Jacinto	Unincorporated	SR-79 (Hemet Bypass)	SR-74 (Florida)	Domenigoni	$13,901,000	$13,901,000
San Jacinto	Unincorporated	SR-79 (Hemet Bypass)	San Diego Aqueduct	bridge	$4,176,000	$4,176,000
San Jacinto	Unincorporated	SR-79 (Hemet Bypass)	Domenigoni	Winchester	$6,542,000	$6,542,000
San Jacinto	Unincorporated	SR-79 (San Jacinto Bypass)	Mid-County (Ramona)	SR-74 (Florida)	$56,690,000	$56,690,000
San Jacinto	Unincorporated	SR-79 (Sanderson)	Gilman Springs	Ramona	$6,899,000	$2,555,000
San Jacinto	Unincorporated	SR-79 (Sanderson)	San Jacinto River	bridge	$19,488,000	$7,651,000
San Jacinto	Unincorporated	SR-79 (Winchester)	Domenigoni	Keller	$65,022,000	$65,022,000

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Southwest	Canyon Lake	Goetz	Railroad Canyon	Newport	$0	$0
Southwest	Canyon Lake	Railroad Canyon	Canyon Hills	Goetz	$0	$0
Southwest	Lake Elsinore	Railroad Canyon	I-15	Canyon Hills	$0	$0
Southwest	Lake Elsinore	Railroad Canyon	I-15	interchange	$0	$0
Southwest	Lake Elsinore	SR-74	I-15	interchange	$63,061,000	$24,162,000
Southwest	Murrieta	Clinton Keith	Copper Craft	Toulon	$0	$0
Southwest	Murrieta	Clinton Keith	Toulon	I-215	$2,076,000	$2,076,000
Southwest	Murrieta	Clinton Keith	I-215	Whitewood	$0	$0
Southwest	Murrieta	French Valley (Date)	Murrieta Hot Springs	Winchester Creek	$7,321,000	$7,321,000
Southwest	Murrieta	French Valley (Date)	Winchester Creek	Margarita	$0	$0
Southwest	Murrieta	Whitewood	Menifee City Limit	Keller	$0	$0
Southwest	Murrieta	Whitewood	Keller	Clinton Keith	$0	$0
Southwest	Temecula	French Valley (Cherry)	Jefferson	Diaz	$3,929,000	$3,929,000
Southwest	Temecula	French Valley (Cherry)	Murrieta Creek	bridge	$5,846,000	$5,846,000
Southwest	Temecula	French Valley (Date)	Margarita	Ynez	$0	$0
Southwest	Temecula	French Valley (Date)	Ynez	Jefferson	$5,010,000	$5,010,000
Southwest	Temecula	French Valley (Date)	I-15	interchange	$122,076,000	$122,076,000
Southwest	Temecula	SR-79 (Winchester)	Murrieta Hot Springs	Jefferson	$2,697,000	$2,697,000
Southwest	Temecula	SR-79 (Winchester)	I-15	interchange	$0	$0
Southwest	Temecula	Western Bypass (Diaz)	Cherry	Rancho California	$2,285,000	$2,285,000
Southwest	Temecula	Western Bypass (Vincent Moroga)	Rancho California	SR-79 (Front)	$23,629,000	$23,629,000
Southwest	Temecula	Western Bypass (Vincent Moroga)	I-15	interchange	$0	$0
Southwest	Temecula	Western Bypass (Vincent Moroga)	Murrieta Creek	bridge	$4,176,000	$4,176,000
Southwest	Unincorporated	Benton	SR-79	Eastern Bypass	$0	$0
Southwest	Unincorporated	Clinton Keith	Whitewood	SR-79	$5,539,000	$5,539,000
Southwest	Unincorporated	Clinton Keith	Warm Springs Creek	bridge	$0	$0
Southwest	Unincorporated	SR-74	I-15	Ethanac	$27,699,000	$26,347,000
Southwest	Unincorporated	SR-79 (Winchester)	Keller	Thompson	$34,213,000	$34,213,000
Southwest	Unincorporated	SR-79 (Winchester)	Thompson	La Alba	$27,699,000	$27,699,000
Southwest	Unincorporated	SR-79 (Winchester)	La Alba	Hunter	$7,854,000	$3,042,000
Southwest	Unincorporated	SR-79 (Winchester)	Hunter	Murrieta Hot Springs	$595,000	$442,000
Southwest	Wildomar	Bundy Canyon	I-15	Monte Vista	$1,362,000	$1,362,000
Southwest	Wildomar	Bundy Canyon	Monte Vista	Sunset	$24,818,000	$24,818,000
Southwest	Wildomar	Bundy Canyon	I-15	interchange	$32,698,000	$24,613,000
Southwest	Wildomar	Clinton Keith	Palomar	I-15	$0	$0
Southwest	Wildomar	Clinton Keith	I-15	Copper Craft	$5,030,000	$0
Subtotal					$2,331,921,000	$1,961,707,000

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Central	Menifee	Briggs	Newport	Scott	$0	$0
Central	Menifee	Briggs	SR-74 (Pinacate)	Simpson	$2,991,000	$2,991,000
Central	Menifee	Briggs	Simpson	Old Newport	$5,430,000	$5,430,000
Central	Menifee	Briggs	Salt Creek	bridge	$8,352,000	$8,352,000
Central	Menifee	Garbani	I-215	interchange	$63,061,000	$42,483,000
Central	Menifee	Goetz	Juanita	Lesser Lane	$11,378,000	$11,378,000
Central	Menifee	Goetz	Newport	Juanita	$0	$0
Central	Menifee	Holland	Murrieta	Bradley	$15,708,000	$15,708,000
Central	Menifee	Holland	Bradley	Haun	$11,439,000	$11,439,000
Central	Menifee	Holland	Haun	Antelope	$9,456,000	$9,456,000
Central	Menifee	Holland	I-215 overcrossing	bridge	$9,744,000	$9,744,000
Central	Menifee	Holland	Antelope	Menifee	$3,844,000	$3,844,000
Central	Menifee	McCall	I-215	Aspel	$5,354,000	$5,354,000
Central	Menifee	McCall	I-215	interchange	$0	$0
Central	Menifee	McCall	Aspel	Menifee	$2,288,000	$2,288,000
Central	Menifee	Murrieta	Ethanac	McCall	$0	$0
Central	Menifee	Murrieta	McCall	Newport	$7,967,000	$7,967,000
Central	Menifee	Murrieta	Newport	Bundy Canyon	$0	$0
Central	Moreno Valley	Cactus	I-215	Heacock	$5,617,000	$5,617,000
Central	Moreno Valley	Cactus	I-215	interchange	$0	$0
Central	Moreno Valley	Day	Ironwood	SR-60	$0	$0
Central	Moreno Valley	Day	SR-60	interchange	$0	$0
Central	Moreno Valley	Day	SR-60	Eucalyptus	$0	$0
Central	Moreno Valley	Eucalyptus	I-215	Towngate	$8,843,000	$8,843,000
Central	Moreno Valley	Eucalyptus	Towngate	Frederick	$0	$0
Central	Moreno Valley	Eucalyptus	Frederick	Heacock	$0	$0
Central	Moreno Valley	Eucalyptus	Heacock	Kitching	$0	$0
Central	Moreno Valley	Eucalyptus	Kitching	Moreno Beach	$0	$0
Central	Moreno Valley	Eucalyptus	Moreno Beach	Theodore	$0	$0
Central	Moreno Valley	Frederick	SR-60	Alessandro	$0	$0
Central	Moreno Valley	Heacock	Cactus	San Michele	$0	$0
Central	Moreno Valley	Heacock	Reche Vista	Cactus	$0	$0
Central	Moreno Valley	Heacock	San Michele	Harley Knox	$0	$0
Central	Moreno Valley	Ironwood	SR-60	Day	$0	$0
Central	Moreno Valley	Ironwood	Day	Heacock	$0	$0
Central	Moreno Valley	Lasselle	Alessandro	John F Kennedy	$0	$0
Central	Moreno Valley	Lasselle	John F Kennedy	Oleander	$0	$0
Central	Moreno Valley	Moreno Beach	Reche Canyon	SR-60	$18,797,000	$18,797,000
Central	Moreno Valley	Moreno Beach	SR-60 overcrossing	bridge	$0	$0
Central	Moreno Valley	Nason	SR-60	Alessandro	$0	$0
Central	Moreno Valley	Pigeon Pass	Ironwood	SR-60	$0	$0
Central	Moreno Valley	Pigeon Pass/CETAP Corridor	Hidden Springs	Ironwood	$0	$0
Central	Moreno Valley	Reche Canyon	Moreno Valley City Limit	Locust	$0	$0
Central	Moreno Valley	Redlands	Locust	Alessandro	$39,789,000	$39,789,000
Central	Moreno Valley	Redlands	SR-60	interchange	$32,698,000	$32,698,000
Central	Moreno Valley	Theodore	SR-60	Eucalyptus	$3,966,000	$3,966,000
Central	Moreno Valley	Theodore	SR-60	interchange	$32,698,000	$32,698,000
Central	Perris	Ellis	Goetz	Evans	$9,526,000	$9,526,000
Central	Perris	Evans	Oleander	Ramona	$0	$0
Central	Perris	Evans	Ramona	Morgan	$0	$0
Central	Perris	Evans	Morgan	Rider	$0	$0
Central	Perris	Evans	Rider	Placentia	$0	$0
Central	Perris	Evans	Placentia	Nuevo	$6,492,000	$6,492,000
Central	Perris	Evans	Nuevo	Ellis	$17,705,000	$17,705,000
Central	Perris	Evans	San Jacinto River	bridge	$11,136,000	$11,136,000
Central	Perris	Evans	I-215	bridge	$8,352,000	$8,352,000
Central	Perris	Goetz	Lesser	Ethanac	$7,845,000	$7,845,000
Central	Perris	Harley Knox	I-215	Indian	$0	$0
Central	Perris	Harley Knox	I-215	interchange	$0	$0
Central	Perris	Harley Knox	Indian	Perris	$0	$0
Central	Perris	Harley Knox	Perris	Redlands	$0	$0
Central	Perris	Nuevo	I-215	Murrieta	$16,971,000	$16,971,000
Central	Perris	Nuevo	I-215	interchange	$32,698,000	$19,736,000
Central	Perris	Nuevo	Murrieta	Dunlap	$4,367,000	$4,367,000
Central	Perris	Nuevo	Perris Valley Storm Channel	bridge	$0	$0
Central	Perris	SR-74 (Matthews)	I-215	Ethanac	$0	$0
Central	Perris	SR-74 (Matthews)	I-215	interchange	$32,698,000	$21,835,000
Central	Unincorporated	Center (Main)	I-215	Mt Vernon	$0	$0
Central	Unincorporated	Center (Main)	I-215	interchange	$32,698,000	$11,912,000
Central	Unincorporated	Center (Main)	BNSF	railroad crossing	$20,010,000	$20,010,000
Central	Unincorporated	Ellis	Post	SR-74	$11,550,000	$11,550,000
Central	Unincorporated	Mount Vernon/CETAP Corridor	Center	Pigeon Pass	$2,582,000	$2,582,000
Central	Unincorporated	Nuevo	Dunlap	Menifee	$8,737,000	$2,505,000
Central	Unincorporated	Nuevo	San Jacinto River	bridge	$5,568,000	$5,568,000
Central	Unincorporated	Pigeon Pass/CETAP Corridor	Hidden Springs	Mount Vernon	$8,106,000	$8,106,000
Central	Unincorporated	Post	Santa Rosa Mine	Ellis	$0	$0
Central	Unincorporated	Reche Canyon	Reche Vista	Moreno Valley City Limit	$0	$0
Central	Unincorporated	Redlands	San Timoteo Canyon	Locust	$0	$0

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Northwest	Corona	6th	SR-91	Magnolia	$0	$0
Northwest	Corona	Auto Center	Railroad	SR-91	$0	$0
Northwest	Corona	Cajalco	Bedford Canyon	I-15	$0	$0
Northwest	Corona	Hidden Valley	Norco Hills	McKinley	$0	$0
Northwest	Corona	Lincoln	Parkridge	Ontario	$0	$0
Northwest	Corona	Magnolia	6th	Sherborn	$7,054,000	$6,419,000
Northwest	Corona	Magnolia	Temescal Creek	bridge	$4,176,000	$3,580,000
Northwest	Corona	Magnolia	Sherborn	Rimpau	$0	$0
Northwest	Corona	Magnolia	Rimpau	Ontario	$0	$0
Northwest	Corona	Main	Grand	Ontario	$0	$0
Northwest	Corona	Main	Ontario	Foothill	$0	$0
Northwest	Corona	Main	Hidden Valley	Parkridge	$5,314,000	$4,389,000
Northwest	Corona	Main	Parkridge	SR-91	$0	$0
Northwest	Corona	Main	SR-91	S. Grand	$0	$0
Northwest	Corona	McKinley	Hidden Valley	Promenade	$0	$0
Northwest	Corona	McKinley	Promenade	SR-91	$0	$0
Northwest	Corona	McKinley	SR-91	Magnolia	$0	$0
Northwest	Corona	McKinley	Arlington Channel	bridge	$0	$0
Northwest	Corona	McKinley	BNSF	railroad crossing	$105,560,000	$0
Northwest	Corona	Ontario	I-15	El Cerrito	$13,451,000	$13,451,000
Northwest	Corona	Ontario	Lincoln	Buena Vista	$0	$0
Northwest	Corona	Ontario	Buena Vista	Main	$0	$0
Northwest	Corona	Ontario	Main	Kellogg	$0	$0
Northwest	Corona	Ontario	Kellogg	Fullerton	$0	$0
Northwest	Corona	Ontario	Fullerton	Rimpau	$0	$0
Northwest	Corona	Ontario	Rimpau	I-15	$0	$0
Northwest	Corona	Railroad	Auto Club	Buena Vista	$0	$0
Northwest	Corona	Railroad	BNSF	railroad crossing	$40,020,000	$40,020,000
Northwest	Corona	Railroad	Buena Vista	Main (at Grand)	$0	$0
Northwest	Corona	River	Corydon	Main	$0	$0
Northwest	Corona	Serfas Club	SR-91	Green River	$0	$0
Northwest	Eastvale	Archibald	Remington	River	$3,382,000	$3,382,000
Northwest	Eastvale	Hamner	Mission	Bellegrave	$0	$0
Northwest	Eastvale	Hamner	Bellegrave	Amberhill	$199,000	$199,000
Northwest	Eastvale	Hamner	Amberhill	Limonite	$2,787,000	$2,787,000
Northwest	Eastvale	Hamner	Limonite	Schleisman	$991,000	$991,000
Northwest	Eastvale	Hamner	Schleisman	Santa Ana River	$5,533,000	$3,675,000
Northwest	Eastvale	Hellman	Schleisman	Walters	$419,000	$419,000
Northwest	Eastvale	Hellman	Walters	River	$21,503,000	$21,503,000
Northwest	Eastvale	Hellman	Cucamonga Creek	bridge	$3,828,000	$3,828,000
Northwest	Eastvale	Limonite	I-15	Eastvale Gateway	$289,000	$289,000
Northwest	Eastvale	Limonite	I-15	interchange	$0	$0
Northwest	Eastvale	Limonite	Eastvale Gateway	Hamner	$255,000	$255,000
Northwest	Eastvale	Limonite	Hamner	Sumner	$1,094,000	$1,094,000
Northwest	Eastvale	Limonite	Sumner	Harrison	$497,000	$497,000
Northwest	Eastvale	Limonite	Harrison	Archibald	$0	$0
Northwest	Eastvale	Limonite	Archibald	Hellman (Keller SBD Co.)	$2,208,000	$2,208,000
Northwest	Eastvale	Limonite	Cucamonga Creek	bridge	$13,920,000	$0
Northwest	Eastvale	River	Hellman	Archibald	$5,948,000	$5,948,000
Northwest	Jurupa Valley	Armstrong	San Bernardino County	Valley	$6,192,000	$6,192,000
Northwest	Jurupa Valley	Bellegrave	Cantu-Galleano Ranch	Van Buren	$464,000	$464,000
Northwest	Jurupa Valley	Cantu-Galleano Ranch	Wineville	Bellegrave	$793,000	$793,000
Northwest	Jurupa Valley	Etiwanda	Philadelphia	SR-60	$1,515,000	$989,000
Northwest	Jurupa Valley	Etiwanda	SR-60	Limonite	$0	$0
Northwest	Jurupa Valley	Limonite	I-15	Wineville	$0	$0
Northwest	Jurupa Valley	Limonite	Wineville	Etiwanda	$0	$0
Northwest	Jurupa Valley	Limonite	Etiwanda	Van Buren	$2,981,000	$2,981,000
Northwest	Jurupa Valley	Limonite	Van Buren	Clay	$0	$0
Northwest	Jurupa Valley	Limonite	Clay	Riverview	$0	$0
Northwest	Jurupa Valley	Market	Rubidoux	Santa Ana River	$5,181,000	$0
Northwest	Jurupa Valley	Market	Santa Ana River	bridge	$13,920,000	$6,204,000
Northwest	Jurupa Valley	Mission	Milliken	SR-60	$0	$0
Northwest	Jurupa Valley	Mission	SR-60	Santa Ana River	$0	$0
Northwest	Jurupa Valley	Riverview	Limonite	Mission	$0	$0
Northwest	Jurupa Valley	Rubidoux	Pine	Mission	$0	$0
Northwest	Jurupa Valley	Rubidoux	SR-60	interchange	$32,698,000	$9,051,000
Northwest	Jurupa Valley	Valley	Armstrong	Mission	$0	$0
Northwest	Norco	1st	Parkridge	Mountain	$0	$0
Northwest	Norco	1st	Mountain	Hamner	$0	$0
Northwest	Norco	2nd	River	I-15	$0	$0
Northwest	Norco	6th	Hamner	California	$0	$0
Northwest	Norco	6th	I-15	interchange	$32,698,000	$3,489,000
Northwest	Norco	Arlington	Crestview	Fairhaven	$4,342,000	$4,342,000
Northwest	Norco	California	Arlington	6th	$15,237,000	$12,525,000
Northwest	Norco	Corydon	River	5th	$0	$0
Northwest	Norco	Hamner	Santa Ana River	bridge	$33,408,000	$11,455,000
Northwest	Norco	Hamner	Santa Ana River	Hidden Valley	$49,591,000	$49,591,000
Northwest	Norco	Hidden Valley	I-15	Norco Hills	$0	$0
Northwest	Norco	Hidden Valley	Hamner	I-15	$0	$0
Northwest	Norco	Norco	Corydon	Hamner	$0	$0
Northwest	Norco	North	California	Crestview	$0	$0
Northwest	Norco	River	Archibald	Corydon	$1,743,000	$1,109,000

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Northwest	Riverside	14th	Market	Martin Luther King	$0	$0
Northwest	Riverside	1st	Market	Main	$0	$0
Northwest	Riverside	3rd	SR-91	I-215	$1,941,000	$1,941,000
Northwest	Riverside	3rd	BNSF	railroad crossing	$105,560,000	$30,560,000
Northwest	Riverside	Adams	Arlington	SR-91	$0	$0
Northwest	Riverside	Adams	SR-91	Lincoln	$0	$0
Northwest	Riverside	Adams	SR-91	interchange	$32,698,000	$3,262,000
Northwest	Riverside	Arlington	Fairhaven	La Sierra	$0	$0
Northwest	Riverside	Buena Vista	Santa Ana River	Redwood	$0	$0
Northwest	Riverside	Canyon Crest	Martin Luther King	Central	$0	$0
Northwest	Riverside	Canyon Crest	Central	Country Club	$0	$0
Northwest	Riverside	Canyon Crest	Country Club	Via Vista	$4,996,000	$1,593,000
Northwest	Riverside	Canyon Crest	Via Vista	Alessandro	$0	$0
Northwest	Riverside	Central	Chicago	I-215/SR-60	$0	$0
Northwest	Riverside	Central	SR-91	Magnolia	$0	$0
Northwest	Riverside	Central	Alessandro	SR-91	$0	$0
Northwest	Riverside	Central	Van Buren	Magnolia	$0	$0
Northwest	Riverside	Chicago	Alessandro	Spruce	$0	$0
Northwest	Riverside	Chicago	Spruce	Columbia	$0	$0
Northwest	Riverside	Columbia	Main	Iowa	$0	$0
Northwest	Riverside	Columbia	I-215	interchange	$32,698,000	$9,050,000
Northwest	Riverside	Iowa	Center	3rd	$30,272,000	$30,272,000
Northwest	Riverside	Iowa	3rd	University	$0	$0
Northwest	Riverside	Iowa	University	Martin Luther King	$0	$0
Northwest	Riverside	JFK	Trautwein	Wood	$1,880,000	$1,880,000
Northwest	Riverside	La Sierra	Arlington	SR-91	$0	$0
Northwest	Riverside	La Sierra	SR-91	Indiana	$192,000	$192,000
Northwest	Riverside	La Sierra	Indiana	Victoria	$778,000	$778,000
Northwest	Riverside	Lemon (NB One way)	Mission Inn	University	$0	$0
Northwest	Riverside	Lincoln	Van Buren	Jefferson	$0	$0
Northwest	Riverside	Lincoln	Jefferson	Washington	$0	$0
Northwest	Riverside	Lincoln	Washington	Victoria	$0	$0
Northwest	Riverside	Madison	SR-91	Victoria	$853,000	$853,000
Northwest	Riverside	Madison	BNSF	railroad crossing	$20,010,000	$20,010,000
Northwest	Riverside	Magnolia	BNSF Railroad	Tyler	$0	$0
Northwest	Riverside	Magnolia	BNSF	railroad crossing	$0	$0
Northwest	Riverside	Magnolia	Tyler	Harrison	$0	$0
Northwest	Riverside	Magnolia	Harrison	14th	$0	$0
Northwest	Riverside	Main	1st	San Bernardino County	$0	$0
Northwest	Riverside	Market	14th	Santa Ana River	$9,491,000	$9,491,000
Northwest	Riverside	Martin Luther King	14th	I-215/SR-60	$24,031,000	$24,031,000
Northwest	Riverside	Mission Inn	Redwood	Lemon	$0	$0
Northwest	Riverside	Redwood (SB One way)	Mission Inn	University	$0	$0
Northwest	Riverside	Trautwein	Alessandro	Van Buren	$0	$0
Northwest	Riverside	Tyler	SR-91	Magnolia	$0	$0
Northwest	Riverside	Tyler	SR-91	interchange	$63,061,000	$21,814,000
Northwest	Riverside	Tyler	Magnolia	Hole	$0	$0
Northwest	Riverside	Tyler	Hole	Wells	$0	$0
Northwest	Riverside	Tyler	Wells	Arlington	$0	$0
Northwest	Riverside	University	Redwood	SR-91	$859,000	$859,000
Northwest	Riverside	University	SR-91	I-215/SR-60	$2,067,000	$2,067,000
Northwest	Riverside	Victoria	Lincoln	Arlington	$0	$0
Northwest	Riverside	Victoria	Madison	Washington	$0	$0
Northwest	Riverside	Washington	Victoria	Hermosa	$27,018,000	$27,018,000
Northwest	Riverside	Wood	JFK	Van Buren	$3,053,000	$3,053,000
Northwest	Riverside	Wood	Van Buren	Bergamont	$0	$0
Northwest	Riverside	Wood	Bergamont	Krameria	$0	$0
Northwest	Unincorporated	Cantu-Galleano Ranch	Hamner	Wineville	$0	$0
Northwest	Unincorporated	Dos Lagos (Weirick)	Temescal Canyon	I-15	$0	$0
Northwest	Unincorporated	El Cerrito	I-15	Ontario	$0	$0
Northwest	Unincorporated	El Sobrante	Mockingbird Canyon	Cajalco	$0	$0
Northwest	Unincorporated	Harley John	Washington	Scottsdale	$0	$0
Northwest	Unincorporated	Harley John	Scottsdale	Cajalco	$0	$0
Northwest	Unincorporated	La Sierra	Victoria	El Sobrante	$0	$0
Northwest	Unincorporated	La Sierra	El Sobrante	Cajalco	$0	$0
Northwest	Unincorporated	Mockingbird Canyon	Van Buren	El Sobrante	$20,871,000	$20,871,000
Northwest	Unincorporated	Temescal Canyon	El Cerrito	Tuscany	$3,168,000	$0
Northwest	Unincorporated	Temescal Canyon	Tuscany	Dos Lagos	$0	$0
Northwest	Unincorporated	Temescal Canyon	Dos Lagos	Leroy	$0	$0
Northwest	Unincorporated	Temescal Canyon	Leroy	Dawson Canyon	$0	$0
Northwest	Unincorporated	Temescal Canyon	Dawson Canyon	I-15	$0	$0
Northwest	Unincorporated	Temescal Canyon	I-15	interchange	$32,698,000	$32,698,000
Northwest	Unincorporated	Temescal Canyon	I-15	Park Canyon	$14,329,000	$14,329,000
Northwest	Unincorporated	Temescal Canyon	Park Canyon	Indian Truck Trail	$0	$0
Northwest	Unincorporated	Washington	Hermosa	Harley John	$12,787,000	$12,787,000
Northwest	Unincorporated	Wood	Krameria	Cajalco	$12,537,000	$12,537,000

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Pass	Banning	8th	Wilson	I-10	$0	$0
Pass	Banning	Lincoln	Sunset	SR-243	$0	$0
Pass	Banning	Ramsey	I-10	8th	$0	$0
Pass	Banning	Ramsey	8th	Highland Springs	$0	$0
Pass	Banning	SR-243	I-10	Wesley	$0	$0
Pass	Banning	Sun Lakes	Highland Home	Sunset	$30,502,000	$30,502,000
Pass	Banning	Sun Lakes	Smith Creek	bridge	$8,352,000	$8,352,000
Pass	Banning	Sun Lakes	Montgomery Creek	bridge	$5,568,000	$5,568,000
Pass	Banning	Sun Lakes	Highland Springs	Highland Home	$0	$0
Pass	Banning	Sunset	Ramsey	Lincoln	$0	$0
Pass	Banning	Sunset	I-10	interchange	$32,698,000	$32,698,000
Pass	Banning	Wilson	Highland Home	8th	$0	$0
Pass	Banning	Wilson	Highland Springs	Highland Home	$0	$0
Pass	Beaumont	1st	Viele	Pennsylvania	$0	$0
Pass	Beaumont	1st	Pennsylvania	Highland Springs	$0	$0
Pass	Beaumont	6th	I-10	Highland Springs	$0	$0
Pass	Beaumont	Desert Lawn	Champions	Oak Valley (STC)	$0	$0
Pass	Beaumont	Oak Valley (14th)	Highland Springs	Pennsylvania	$0	$0
Pass	Beaumont	Oak Valley (14th)	Pennsylvania	Oak View	$0	$0
Pass	Beaumont	Oak Valley (14th)	Oak View	I-10	$0	$0
Pass	Beaumont	Oak Valley (14th)	I-10	interchange	$63,061,000	$62,401,000
Pass	Beaumont	Oak Valley (STC)	UP Railroad	Tukwet Canyon	$0	$0
Pass	Beaumont	Oak Valley (STC)	Tukwet Canyon	I-10	$0	$0
Pass	Beaumont	Pennsylvania	6th	1st	$6,588,000	$6,588,000
Pass	Beaumont	Pennsylvania	I-10	interchange	$0	$0
Pass	Calimesa	Bryant	County Line	Avenue L	$0	$0
Pass	Calimesa	Calimesa	County Line	I-10	$0	$0
Pass	Calimesa	Calimesa	I-10	interchange	$63,061,000	$63,061,000
Pass	Calimesa	County Line	7th	Bryant	$0	$0
Pass	Calimesa	County Line	I-10	interchange	$32,698,000	$32,698,000
Pass	Calimesa	Desert Lawn	Palmer	Champions	$0	$0
Pass	Calimesa	Singleton	Avenue L	Condit	$0	$0
Pass	Calimesa	Singleton	Condit	Roberts	$12,972,000	$12,972,000
Pass	Calimesa	Singleton	I-10	interchange	$63,061,000	$0
Pass	Calimesa	Tukwet Canyon	Roberts Rd	Palmer	$0	$0
Pass	Unincorporated	Live Oak Canyon	Oak Valley (STC)	San Bernardino County	$0	$0
Pass	Unincorporated	San Timoteo Canyon	San Bernardino County	UP Railroad	$0	$0
Pass	Unincorporated	San Timoteo Canyon	UP Railroad	railroad crossing	$52,780,000	$52,780,000
San Jacinto	Hemet	Sanderson	Acacia	Menlo	$0	$0
San Jacinto	Hemet	Sanderson	Domenigoni	Stetson	$0	$0
San Jacinto	Hemet	Sanderson	RR Crossing	Acacia	$0	$0
San Jacinto	Hemet	Sanderson	Stetson	RR Crossing	$0	$0
San Jacinto	Hemet	Sanderson	Menlo	Esplanade	$0	$0
San Jacinto	Hemet	SR-74 (Florida)	Warren	Cawston	$0	$0
San Jacinto	Hemet	SR-74 (Florida)	Columbia	Ramona	$0	$0
San Jacinto	Hemet	SR-74/SR-79 (Florida)	Cawston	Columbia	$0	$0
San Jacinto	Hemet	State	Domenigoni	Chambers	$0	$0
San Jacinto	Hemet	State	Chambers	Stetson	$0	$0
San Jacinto	Hemet	State	Florida	Esplanade	$0	$0
San Jacinto	Hemet	State	Stetson	Florida	$0	$0
San Jacinto	Hemet	Stetson	Cawston	State	$0	$0
San Jacinto	Hemet	Stetson	Warren	Cawston	$4,357,000	$4,357,000
San Jacinto	Hemet	Warren	Esplanade	Domenigoni	$19,926,000	$19,926,000
San Jacinto	Hemet	Warren	Salt Creek	bridge	$4,176,000	$4,176,000
San Jacinto	San Jacinto	Esplanade	Mountain	State	$0	$0
San Jacinto	San Jacinto	Esplanade	State	Warren	$0	$0
San Jacinto	San Jacinto	Sanderson	Ramona	Esplanade	$0	$0
San Jacinto	San Jacinto	SR-79 (North Ramona)	State	San Jacinto	$0	$0
San Jacinto	San Jacinto	SR-79 (San Jacinto)	North Ramona Blvd	7th	$0	$0
San Jacinto	San Jacinto	SR-79 (San Jacinto)	7th	SR-74	$0	$0
San Jacinto	San Jacinto	State	Ramona	Esplanade	$0	$0
San Jacinto	San Jacinto	State	Gilman Springs	Quandt Ranch	$3,317,000	$3,317,000
San Jacinto	San Jacinto	State	San Jacinto River	bridge	$0	$0
San Jacinto	San Jacinto	State	Quandt Ranch	Ramona	$0	$0
San Jacinto	San Jacinto	Warren	Ramona	Esplanade	$13,469,000	$13,469,000
San Jacinto	Unincorporated	Gilman Springs	Sanderson	State	$11,097,000	$11,097,000
San Jacinto	Unincorporated	Gilman Springs	Massacre Canyon Wash	bridge	$1,392,000	$1,392,000
San Jacinto	Unincorporated	SR-79 (Winchester)	SR-74 (Florida)	Domenigoni	$0	$0

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Southwest	Lake Elsinore	Corydon	Mission	Grand	$3,336,000	$3,336,000
Southwest	Lake Elsinore	Diamond	Mission	I-15	$0	$0
Southwest	Lake Elsinore	Franklin (integral to Railroad Canyon Interchange)	I-15	interchange	$32,698,000	$32,698,000
Southwest	Lake Elsinore	Grand	Lincoln	Toft	$0	$0
Southwest	Lake Elsinore	Grand	Toft	SR-74 (Riverside)	$3,512,000	$3,512,000
Southwest	Lake Elsinore	Lake	I-15	Lincoln	$39,817,000	$32,726,000
Southwest	Lake Elsinore	Lake	I-15	interchange	$32,698,000	$15,771,000
Southwest	Lake Elsinore	Lake	Temescal Wash	bridge	$2,506,000	$1,150,000
Southwest	Lake Elsinore	Mission	Railroad Canyon	Bundy Canyon	$0	$0
Southwest	Lake Elsinore	Nichols	I-15	Lake	$7,850,000	$7,850,000
Southwest	Lake Elsinore	Nichols	Temescal Wash	bridge	$4,176,000	$4,176,000
Southwest	Lake Elsinore	Nichols	I-15	interchange	$63,061,000	$63,061,000
Southwest	Lake Elsinore	SR-74 (Collier/Riverside)	I-15	Lakeshore	$24,303,000	$24,303,000
Southwest	Lake Elsinore	SR-74 (Grand)	Riverside	SR-74 (Ortega)	$9,733,000	$3,691,000
Southwest	Lake Elsinore	SR-74 (Riverside)	Lakeshore	Grand	$20,175,000	$20,175,000
Southwest	Lake Elsinore	Temescal Canyon	I-15	Lake	$7,411,000	$7,411,000
Southwest	Lake Elsinore	Temescal Canyon	Temescal Wash	bridge	$3,480,000	$3,480,000
Southwest	Murrieta	California Oaks	Jefferson	I-15	$0	$0
Southwest	Murrieta	California Oaks	I-15	Jackson	$0	$0
Southwest	Murrieta	California Oaks	Jackson	Clinton Keith	$0	$0
Southwest	Murrieta	Jackson	Whitewood	Ynez	$0	$0
Southwest	Murrieta	Jefferson	Palomar	Nutmeg	$1,562,000	$1,562,000
Southwest	Murrieta	Jefferson	Nutmeg	Murrieta Hot Springs	$0	$0
Southwest	Murrieta	Jefferson	Murrieta Hot Springs	Cherry	$30,634,000	$30,634,000
Southwest	Murrieta	Keller	I-215	Whitewood	$0	$0
Southwest	Murrieta	Keller	I-215	interchange	$0	$0
Southwest	Murrieta	Los Alamos	Jefferson	I-215	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	Jefferson	I-215	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	I-215	Margarita	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	Margarita	SR-79 (Winchester)	$4,057,000	$3,899,000
Southwest	Murrieta	Nutmeg	Jefferson	Clinton Keith	$0	$0
Southwest	Murrieta	Whitewood	Clinton Keith	Los Alamos	$2,708,000	$2,708,000
Southwest	Murrieta	Whitewood	Los Alamos	Murrieta Hot Springs	$0	$0
Southwest	Murrieta	Whitewood	Murrieta Hot Springs	Jackson	$4,629,000	$4,629,000
Southwest	Murrieta	Ynez	Jackson	SR-79 (Winchester)	$0	$0
Southwest	Temecula	Butterfield Stage	Murrieta Hot Springs	Calle Chapos	$816,000	$816,000
Southwest	Temecula	Butterfield Stage	Calle Chapos	La Serena	$696,000	$696,000
Southwest	Temecula	Butterfield Stage	La Serena	Rancho California	$904,000	$904,000
Southwest	Temecula	Butterfield Stage	Rancho California	Pauba	$846,000	$846,000
Southwest	Temecula	Butterfield Stage	Pauba	SR-79 (Temecula Pkwy)	$725,000	$725,000
Southwest	Temecula	Jefferson	Cherry	Rancho California	$2,285,000	$2,285,000
Southwest	Temecula	Margarita	Murrieta Hot Springs	SR-79 (Temecula Pkwy)	$7,644,000	$7,644,000
Southwest	Temecula	Old Town Front	Rancho California	I-15/SR-79 (Temecula Pkwy)	$0	$0
Southwest	Temecula	Pechanga Pkwy	SR-79 (Temecula Pkwy)	Via Gilberto	$0	$0
Southwest	Temecula	Pechanga Pkwy	Via Gilberto	Pechanga Pkwy	$0	$0
Southwest	Temecula	Rancho California	Jefferson	Margarita	$18,254,000	$18,181,000
Southwest	Temecula	Rancho California	I-15	interchange	$32,698,000	$0
Southwest	Temecula	Rancho California	Margarita	Butterfield Stage	$0	$0
Southwest	Temecula	SR-79 (Temecula Pkwy)	I-15	Pechanga Pkwy	$0	$0
Southwest	Temecula	SR-79 (Temecula Pkwy)	Pechanga Pkwy	Butterfield Stage	$3,065,000	$3,065,000
Southwest	Unincorporated	Briggs	Scott	SR-79 (Winchester)	$6,509,000	$6,509,000
Southwest	Unincorporated	Butterfield Stage	Tucalota Creek	bridge	$0	$0
Southwest	Unincorporated	Butterfield Stage (Pourroy)	Auld	Murrieta Hot Springs	$23,076,000	$23,076,000
Southwest	Unincorporated	Grand	Ortega	Corydon	$68,025,000	$68,025,000
Southwest	Unincorporated	Horsethief Canyon	Temescal Canyon	I-15	$0	$0
Southwest	Unincorporated	Indian Truck Trail	Temescal Canyon	I-15	$0	$0
Southwest	Unincorporated	Murrieta Hot Springs	SR-79 (Winchester)	Pourroy	$0	$0
Southwest	Unincorporated	Pala	Pechanga	San Diego County	$0	$0
Southwest	Unincorporated	Pourroy	SR-79 (Winchester)	Auld	$2,236,000	$2,236,000
Southwest	Unincorporated	Rancho California	Butterfield Stage	Glen Oaks	$87,369,000	$87,369,000
Southwest	Unincorporated	Temescal Canyon	Horsethief Canyon Wash	bridge	$3,340,000	$3,340,000
Southwest	Unincorporated	Temescal Canyon	Indian Truck Trail	I-15	$15,739,000	$15,739,000
Southwest	Unincorporated	Temescal Canyon	Indian Wash	bridge	$1,462,000	$1,462,000
Southwest	Wildomar	Bundy Canyon	Mission	I-15	$9,704,000	$9,704,000
Southwest	Wildomar	Grand	Corydon	Wildomar Trail	$0	$0
Southwest	Wildomar	Mission	Bundy Canyon	Palomar	$0	$0
Southwest	Wildomar	Palomar	Clinton Keith	Washington	$3,227,000	$3,227,000
Southwest	Wildomar	Palomar	Mission	Clinton Keith	$13,493,000	$13,493,000
Southwest	Wildomar	Wildomar Trail	I-15	Baxter	$1,281,000	$1,281,000
Southwest	Wildomar	Wildomar Trail	I-15	interchange	$32,698,000	$27,858,000
Southwest	Wildomar	Wildomar Trail	Baxter	Palomar	$11,316,000	$11,316,000
Southwest	Wildomar	Wildomar Trail	Palomar	Grand	$0	$0
Subtotal					$2,508,329,000	$1,913,028,000
Totals	Network				$4,840,250,000	$3,874,735,000
	Transit				$217,870,000	$154,831,000
	Administration				$161,183,000	$161,183,000
	MSHCP				$64,606,000	$53,859,000
	TOTAL				$5,283,909,000	$4,244,608,000

Table 4.5 – TUMF Transit Cost Estimates

AREA PLAN DIST	LEAD AGENCY	PROJECT NAME	LOCATION	UNITS (number/ length in miles)	UNIT COST	TOTAL	MAXIMUM TUMF SHARE
Central	RTA	Menifee Mobility Hub	Menifee	1	$7,465,000	$7,465,000	$5,305,000
Northwest	RTA	Riverside Mobility Hub at Vine Street	Riverside	1	$11,195,000	$11,195,000	$7,956,000
Central	RTA	Moreno Valley Mobility Hub(s)	Moreno Valley	1	$11,195,000	$11,195,000	$7,956,000
Northwest	RTA	Jurupa Valley Mobility Hub(s)	Jurupa Valley	1	$11,195,000	$11,195,000	$7,956,000
Pass	RTA	Pass Area Mobility Hub(s)	Banning	1	$11,195,000	$11,195,000	$7,956,000
Southwest	RTA	Lake Elsinore / Canyon Lake Mobility Hub(s)	Lake Elsinore	1	$11,195,000	$11,195,000	$7,956,000
San Jacinto	RTA	Hemet Mobility Hub	Hemet	1	$11,195,000	$11,195,000	$7,956,000
San Jacinto	RTA	San Jacinto Mobility Hub	San Jacinto	1	$11,195,000	$11,195,000	$7,956,000
San Jacinto	RTA	MSJC Mobility Hub	San Jacinto	1	$1,245,000	$1,245,000	$885,000
Regional	RTA	ZEB Technology Enhancements	Various locations region wide	10	$100,000	$1,000,000	$711,000
Northwest	RTA	Regional Operations and Maintenance Facility	Riverside	1	$62,186,000	$62,186,000	$44,192,000
Regional	RTA	Annual Transit Enhancements Program	Various locations region wide	290	$50,000	$14,500,000	$10,304,000
Northwest	RTA	HQTC Improvements	UCR, Riverside to Perris	42	$75,000	$3,150,000	$2,239,000
Regional	RTA	Vehicle Fleet Small Buses/Vans	Various locations region wide	30	$160,000	$4,800,000	$3,411,000
Regional	RTA	Vehicle Fleet Medium Buses	Various locations region wide	20	$300,000	$6,000,000	$4,264,000
Regional	RTA	Vehicle Fleet Large Buses	Various locations region wide	29	$1,271,000	$36,859,000	$26,194,000
Regional	RTA	COA Study	Various locations region wide	2	$1,150,000	$2,300,000	$1,634,000
TOTAL						**$217,870,000**	**$154,831,000**

4.8 TUMF Network Evaluation

To assess the effectiveness of the proposed TUMF Network improvements to mitigate the cumulative regional impact of new development in Western Riverside County, the proposed network improvements were added to the 2021 existing network in RivCoM and the model was run with 2045 socioeconomic data to determine the relative impacts on horizon year traffic conditions. To quantify the impacts of the TUMF Network improvements, the various traffic measures of effectiveness described in **Section 3.1** for the 2018 Existing and 2045 No-Build scenarios were again calculated for the 2045 TUMF Build scenario. The results for VMT, VHT, VHD, and total VMT experiencing unacceptable level of service (LOS E) were then compared to the results presented in **Table 3.1** for the no-build conditions. The 2045 TUMF Build comparison results are provided in **Table 4.6**. Plots of the Network Extents are attached in **Appendix H**.

As shown in **Table 4.6**, the 2045 peak period VMT on all arterial facilities experiencing LOS of E or worse will decrease with the addition of the TUMF Network improvements while the share of VMT on the TUMF arterial network experiencing LOS E or worse during the peak periods will be reduced to 32% (which is still above the level experienced in 2018). It should be noted that the total VMT on the arterial system **increases** because of freeway trips being diverted to the arterial system to benefit from the proposed TUMF improvements.

Despite a greater share of the total peak period VMT in 2045, the arterial system can more efficiently accommodate the increased demand with the proposed TUMF improvements. Although peak period VMT on the TUMF improved arterial system increases by approximately 6% in 2045 compared to the No Build condition, VHT on the arterial system remains almost constant. Additionally, a benefit is observed on the

freeway system with VMT and VHT being reduced following TUMF Network improvements. By completing TUMF improvements, the total VHD experienced by all area motorists would be reduced during the peak period by over 7% from the levels that would be experienced under the 2045 No-Build scenario. These results highlight the effectiveness of the TUMF Program to mitigate the cumulative regional transportation impacts of new development commensurate with the level of impact being created.

Table 4.6 – Regional Highway System Measures of Performance
(2018 Existing and 2045 No-Build Scenarios to 2045 TUMF Build Scenario)

	Peak Periods (Total)		
Measure of Performance*	**2018 Existing**	**2045 No-Build**	**2045 Build**
VMT - Total ALL FACILITIES	23,284,724	29,897,254	30,160,328
VMT - FREEWAYS	13,514,522	15,490,284	15,418,548
VMT - ALL ARTERIALS	9,770,202	14,406,970	14,741,781
TOTAL - TUMF ARTERIAL VMT	**6,216,985**	**8,597,200**	**9,096,417**
VHT - TOTAL ALL FACILITIES	541,350	915,439	895,725
VHT - FREEWAYS	263,792	399,128	388,847
VHT - ALL ARTERIALS	277,558	516,311	506,878
TOTAL TUMF ARTERIAL VHT	**174,455**	**320,869**	**321,062**
VHD - TOTAL ALL FACILITIES	108,900	338,056	313,288
VHD - FREEWAYS	66,156	170,649	161,528
VHD - ALL ARTERIALS	42,745	167,407	151,760
TOTAL TUMF ARTERIAL VHD	**33,249**	**124,863**	**114,451**
VMT LOS E - TOTAL ALL FACILITIES	5,605,070	13,369,483	12,788,016
VMT LOS E - FREEWAYS	4,725,471	9,316,891	9,115,937
VMT LOS E & F - ALL ARTERIALS	879,599	4,052,592	3,672,079
TOTAL TUMF ARTERIAL VMT w/ LOS E or worse	**765,782**	**3,184,133**	**2,929,288**
% of TUMF ARTERIAL VMT w/ LOS E or worse	**12%**	**37%**	**32%**

* Source: RivCoM 2018 base network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network as existing in December 2021and RivCoM 2018 base network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network plus future TUMF network projects.

NOTES:

Volume is adjusted by PCE factor

VMT = vehicle miles of travel (the total combined distance that all vehicles travel on the system)

VHT = vehicle hours of travel (the total combined time that all vehicles are traveling on the system)

VHD = vehicle hours of delay (the total combined time that all vehicles have been delayed on the system based on the difference between forecast travel time and free-flow (ideal) travel time)

LOS = level of service (based on forecast volume to capacity ratios).

LOS E or Worse was determined by V/C ratio that exceeds 0.9 thresholds as indicated in the Riverside County General Plan.

5.0 TUMF NEXUS ANALYSIS

The objective of this section is to evaluate and document the rational nexus (or reasonable relationship) between the proposed fee and the transportation system improvements it will be used to help fund. The analysis starts by documenting the correlation between future development and the need for transportation system improvements on the TUMF network to mitigate the cumulative regional impacts of this new development, followed by analysis of the nexus evaluation of the key components of the TUMF concept.

5.1 Future Development and the Need for Improvements

Previous sections of this report documented the projected population, household and employment growth in Western Riverside County, the expected increases in traffic congestion and travel delay, and the identification of the transportation system improvements that will serve these future inter-community travel demands. The following points coalesce this information in a synopsis of how the future growth relates to the need for improvements to the TUMF system.

- Western Riverside County is expected to continue growing.
  Development in Western Riverside County is expected to continue at a robust rate of growth into the foreseeable future. Current projections estimate the population is projected to grow from a level of approximately 1.91 million in 2018 to a future level of about 2.53 million in 2045, while employment is projected to grow from a level of about 570,000 in 2018 to approximately 846,000 in 2045 (as shown in **Table 2.3**).

- Continuing growth will result in increasing congestion on arterial roadways.
  Traffic congestion and delay on arterial roadways are projected to increase dramatically in the future (as shown in **Table 3.1**). Without improvements to the transportation system, congestion levels will grow rapidly and travelers will experience unacceptable travel conditions with slow travel speeds and lengthy delays.

- The future arterial roadway congestion is directly attributable to future development in Western Riverside County.
  Traffic using arterial roadways within Western Riverside County is virtually all generated within or attracted to Western Riverside County, since longer-distance trips passing through the region typically use the freeway system, not arterial roadways. Therefore, the future recurring congestion problems on these roadways will be attributable to new trips that originate in, terminate in, or travel within Western Riverside County.

- Capacity improvements to the transportation system will be needed to alleviate the future congestion caused by new development.
  To maintain transportation service closer to current levels of efficiency, capacity enhancements will need to be made to the arterial roadway system. These enhancements could include new or realigned roads, additional lanes on existing

roads, new or expanded bridges, new or upgraded freeway interchanges, grade separation of at-grade rail crossings, or the installation of new ITS to improve traffic flows. The completion of improvements to the arterial roadway system would enhance regional mobility and reduce the total peak period vehicles hours of travel (VHT) by over 2%, reduce peak period vehicle hours of delay (VHD) by over 7%, and reduce the share of traffic experiencing congestion in the peak periods by over 4% (as shown in **Table 4.6**). The specific needs and timing of implementation will depend on the location and rate of future development, so the specific improvements to be funded by the TUMF and their priority of implementation will be determined during future project programming activities as improvement needs unfold and as TUMF funds become available.

- Roads on the TUMF network are the facilities that merit improvement through this fee program.
  The criteria used to identify roads for the TUMF network (future number of lanes, future traffic volume, future congestion level, and roadway function linking communities and activity centers and serving public transportation) were selected to ensure that these are the roadways that will serve inter-community travel and will require future improvement to alleviate congestion.

- Improvements to the public transportation system will be needed to provide adequate mobility for transit-dependent travelers and to provide an alternative to automobile travel.
  Since a portion of the population does not own an automobile and depends on public transportation for mobility, public transportation infrastructure and service will need to be enhanced and expanded to ensure continued mobility for this segment of the population. In addition, improvements to the public transportation system will be required to ensure that transit service can function as a viable option for future new Western Riverside County residents and employees who choose to avoid congestion by using public transportation.

For the reasons cited above, it can be readily concluded that there is a rational nexus between the future need for transportation improvements on the TUMF system and the future development upon which the proposed TUMF would be levied. The following sections evaluate the rational nexus in relation to the system components and the types of uses upon which the fee is assessed.

5.2 Application of Fee to System Components

As noted in **Section 3.2**, the TUMF concept includes splitting the fee revenues between the backbone system of arterials, the secondary system of arterials, and the public transportation system. This section evaluates the travel demands to determine the rational nexus between the future travel demands and the use of the fee to fund improvements to the future system components.

The split of fee revenues between the backbone and secondary highway networks is related to the proportion of highway vehicle trips that are relatively local (between

adjacent communities) and longer distance (between more distant communities but still within Western Riverside County). To estimate a rational fee split between the respective networks, the future combined AM and PM peak period travel forecast estimates were aggregated to a matrix of trips between zones to show the percentage of trips that remain within each zone in relation to the volume that travels to the other zones. This analysis was completed using the Year 2045 No-Build scenario trip tables from RivCoM.

The first step in the analysis was to create a correspondence table between the TAZs in the model and the five WRCOG TUMF zones (i.e. Northwest, Southwest, Central, Hemet/San Jacinto and Pass). The TAZs were then compressed into six districts (the five WRCOG zones and one for the rest of the SCAG region).

Table 5.1 shows the estimated peak period vehicle trips within and between each of the zones. **Table 5.2** shows the percentage of peak period vehicle trips within and between the respective zones. **Appendix I** includes the detailed RivCoM outputs used to develop the regional trip distribution profile shown in **Table 5.1** and **5.2**.

Table 5.1 - 2045 No-Build Peak Period Vehicle Trips by WRCOG Zone

From \ To	Central	Hemet/San Jacinto	Northwest	Pass	Southwest	Outside WRCOG	TOTAL
Central	417,608	23,474	89,780	6,301	55,101	57,558	**649,822**
Hemet/San Jacinto	29,401	209,005	8,647	8,432	16,081	18,078	**289,645**
Northwest	58,578	2,684	743,234	2,687	11,032	196,041	**1,014,257**
Pass	8,068	7,585	6,114	110,385	908	32,334	**165,395**
Southwest	55,812	16,232	32,852	1,976	667,255	62,713	**836,839**
Outside WRCOG	33,907	7,574	192,712	24,490	33,867		**292,550**
TOTAL	**603,375**	**266,554**	**1,073,340**	**154,271**	**784,244**	**366,724**	**3,248,507**

Based on RivCoM Year 2045 No-Build scenario

Table 5.2 – 2045 No-Build Percent Peak Period Vehicle Trips By WRCOG Zone

From \ To	Central	Hemet/San Jacinto	Northwest	Pass	Southwest	Outside WRCOG	TOTAL
Central	64.3%	3.6%	13.8%	1.0%	8.5%	8.9%	**100%**
Hemet/San Jacinto	10.2%	72.2%	3.0%	2.9%	5.6%	6.2%	**100%**
Northwest	5.8%	0.3%	73.3%	0.3%	1.1%	19.3%	**100%**
Pass	4.9%	4.6%	3.7%	66.7%	0.5%	19.5%	**100%**
Southwest	6.7%	1.9%	3.9%	0.2%	79.7%	7.5%	**100%**

Based on RivCoM Year 2045 No-Build scenario

Table 5.3 summarizes the calculation of the split between the backbone and secondary highway networks as derived from the peak period trip values provided in **Table 5.1**. Peak period vehicle trips to and from areas outside Western Riverside County were subtracted from the calculation, on the presumption that most of their inter-regional travel would occur on the freeway system. Peak period trips between zones (regional) were assigned to the backbone network, since these trips are primarily served by the arterial roadways that provide connections between the zones. Peak period trips within zones (local) were split between the backbone network and the secondary network in proportion to their lane-miles, since roadways on both networks serve intra-zonal trips. The backbone network includes approximately 41.1% of the lane-miles on the future TUMF system, and the secondary network includes approximately 58.9% of the lane-miles.

The backbone network is therefore assigned all the inter-zonal peak period trips plus 41.1% of the intra-zonal peak period trips. The secondary network is assigned 58.9% of the intra-zonal peak period trips and none of the inter-zonal peak period trips. The overall result is that 51.1% of the regional travel is assigned to the backbone network and 48.9% is assigned to the secondary network.

Table 5.3 - Backbone-Secondary Network Share Calculation

Calculation Value Description	Input Values	Backbone Value	Backbone Share	Secondary Value	Secondary Share
Total Western Riverside County Peak Period Vehicle Trips	3,248,507				
Less Internal/External Peak Period Vehicle Trips	-659,273				
Total Peak Period Vehicle Trips Internal to Western Riverside County	**2,589,234**				
Peak Period Vehicle Trips Between TUMF Zones	441,747				
Peak Period Vehicle Trips Within TUMF Zones	2,147,487				
TUMF Future Network Lane-Miles	3,029.9	1,243.9	41.1%	1,786.0	58.9%
Peak Period Vehicle Trips Between TUMF Zones	441,747	441,747	100.0%	0	0.0%
Peak Period Vehicle Trips Within TUMF Zones (as share of intra-zonal trips)	2,147,487	882,332	41.1%	1,265,155	58.9%
Total Peak Period Vehicle Trips Assigned	**2,589,234**	**1,324,079**	**51.1%**	**1,265,155**	**48.9%**

Based on RivCoM Year 2045 No-Build scenario; TUMF Nexus Study Exhibit H-1

5.3 Application of Fee to Residential and Non-Residential Developments

In order to establish the approximate proportionality of the future traffic impacts associated with new residential development and new non-residential development, the growth in daily VMT between the 2018 Existing and 2045 No-Build Scenarios from RivCoM were aggregated by trip purpose. RivCoM produces person trips (irrespective of mode choice) on the basis of five trip purposes: home-based-work (HBW), home-based-other (HBO), home-based-school (HBS), non-home-based (NHB), and home-based-university (HBU).

NCHRP Report #187 Quick Response Urban Travel Estimation Techniques and Transferable Parameters User's Guide (Transportation Research Board, 1978) details operational travel estimation techniques that are universally used for the travel demand modeling. Chapter 2 of this report, which details trip generation estimation, states that "HBW (Home Based Work) and HBNW (Home Based Non-Work) trips are generated at the households, whereas the NHB (Non-Home Based) trips are generated elsewhere." In accordance with NCHRP Report #187, growth in daily VMT was aggregated into home-based growth in daily VMT (combining the four home-based purposes: HBW, HBO, HBSC and HBU) and non-home-based growth in daily VMT. The home-based growth in daily VMT represents 77.7% of the total future growth in daily VMT and the non-home-based growth in daily VMT represent 22.3% of the total future growth in daily VMT, as shown in **Table 5.4**. **Appendix J** includes the RivCoM outputs used to develop the trip purpose summary in **Table 5.4**.

Table 5.4 - Daily VMT Growth by Trip Purpose for Western Riverside County (2018 - 2045)

VEHICLE TRIP PURPOSE	2018 EXISTING DAILY VMT	2045 NO-BUILD DAILY VMT	DAILY VMT GROWTH	DAILY VMT GROWTH SHARE
Home-Based-Work	81,121,525	98,818,811	17,697,286	31.8%
Home-Based-Other	114,840,696	138,710,519	23,869,822	42.9%
Home-Based-School (K-12)	8,592,941	9,230,272	637,331	1.1%
Non-Home-Based	61,534,566	73,907,099	12,372,533	22.3%
Home-Based-University	5,377,197	6,400,662	1,023,465	1.8%
TOTAL	271,466,925	327,067,363	55,600,437	100.00%
Home-Based Trips (Residential Uses)			**43,227,904**	**77.7%**
Non-Home-Based Trips (Non-Residential Uses)			**12,372,533**	**22.3%**

Based on RivCoM Year 2018 Existing Scenario, November 2023 and RivCoM Year 2045 No Build Scenario, November 2023

6.0 FAIR-SHARE FEE CALCULATION

The fee amounts, by type of development, that are justified to mitigate the cumulative regional impacts of new development on transportation facilities in Western Riverside County are quantified in this section. The total cost of improving the TUMF system is $5.28 billion. Existing funding obligated for improvements to the TUMF system totals $382.9 million while unfunded improvement needs generated by existing development represent $646.9 million of the total cost. The balance of the unfunded TUMF system improvement needs is $4.24 billion which is the maximum value attributable to the mitigation of the cumulative regional transportation impacts of future new development in the WRCOG region and will be captured through the TUMF Program. By levying the uniform fee directly on future new developments (and indirectly on new residents and new employees to Western Riverside County), these transportation system users are assigned their "fair share" of the costs to address the cumulative impacts of additional traffic they will generate on the regional transportation system.

Of the $4.24 billion in unfunded future improvement needs, 77.7% ($3.30 billion) will be assigned to future new residential development and 22.3% ($946.5 million) will be assigned to future new non-residential development.

6.1 Residential Fees

The portion of the unfunded future improvement cost allocable to new residential development through the TUMF is $3.30 billion. Since this future transportation system improvement need is generated by new residential development anticipated through the Year 2045, the fee will be spread between the residential developments projected to be constructed between 2018 and 2045. The projected residential growth from year 2018 to 2045 is 257,826 households (or dwelling units) as is indicated in **Table 2.3**.

Different household types generate different numbers of trips. To reflect the difference in trip generation between lower density "single-family" dwelling units and higher density "multi-family" dwelling units, the TUMF was weighted based on the respective trip generation rates of these different dwelling unit types. For the purposes of the TUMF Program, single family dwelling units are those housing units with a density of less than 8 units per acre while multi-family units are those with a density of 8 or more units per acre. According to the SCAG 2020 RTP/SCS forecasts included in **Table 2.3** and **Appendix B**, single family dwelling units (including mobile homes) are forecast to constitute 65.0% of the growth in residential dwelling units in the region between 2018 and 2045.

Data provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (2021) show that, on average, single-family dwelling units generate 0.99 vehicle trips per dwelling unit per hour in the PM peak hour, whereas apartments, condominiums and townhouses (considered to be representative of higher density multi-family dwelling units) generate a median of 0.50 vehicle trips per unit per hour in the PM peak hour. The growth in dwelling units for single-family and multi-family, respectively, were multiplied by the corresponding trip generation rates to determine

the weighted proportion of the change in trips attributable to each use type as the basis for determining the per unit fee required to levy the necessary $3.20 billion to mitigate the cumulative regional transportation impacts of future new residential development. **Table 6.1** summarizes the calculation of the fee for single-family and multi-family dwelling units. **Appendix K** includes worksheets detailing the calculation of the residential (and non-residential) TUMF for Western Riverside County.

Table 6.1 - Fee Calculation for Residential Share

Residential Sector	2018 Dwelling Units	2045 Dwelling Units	Dwelling Unit Change	Trip Generation Rate	Trip Change	Percentage of Trip Change	Fee/DU
Single-Family	397,407	564,898	167,491	0.99	165,816	78.6%	$15,476
Multi-Family	157,166	247,501	90,335	0.50	45,168	21.4%	$7,816
Total	554,573	812,399	257,826		210,984	100.0%	

Household data based on SCAG 2020 RTP/SCS;
Trip Generation based on ITE Trip Generation (2021).

Consistent with the socio-economic forecasts developed by SCAG and the trip generation basis to assess the cumulative regional transportation impacts of new development, the residential fee calculation for TUMF reflects a uniform fee per dwelling unit for two categories as described previously: single-family residential and multi-family residential. On September 28, 2021, California Governor Gavin Newsome signed Assembly Bill 602 (AB 602) approving several changes to the Mitigation Fee Act, including the additional of §66016.5 to the California Government Code (CGC). CGC §66016.5(a)(5)(A) states "A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development…." unless certain findings are made. These findings include:

"(i) An explanation as to why square footage is not appropriate metric to calculate fees imposed on housing development project.
(ii) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
(iii) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees."

To address these provisions of AB 602, WRCOG analyzed the trip generation characteristics of single-family and multi-family residential dwelling units of various sizes to determine whether the TUMF should be imposed based on the square footage of the respective housing type. The findings of the analyses for single-family and multi-family, respectively, were summarized in technical memoranda that are included in **Appendix K**. Based on the findings of the analyses, WRCOG has determined that the fee for single-family residential units should be adjusted in four tiers to correlate to the trip generation characteristics associated with various ranges of single-family housing sizes to demonstrate compliance with AB 602. The tiers reflecting the adjustments to the

standard single-family residential fee per dwelling unit (as calculated in **Table 6.1**) for differing ranges of single-family dwelling unit sizes are summarized in **Table 6.2**. Adjustments to the standard uniform fair-share single-family residential fee to account for variations in trip generation rates based on the size of the units will be made at the time of determining the fee obligation consistent with the process outlined further in the WRCOG TUMF Fee Calculation Handbook.

Table 6.2 – Single-Family Residential Fee Adjustments by Unit Size

Adjustment Tier	Housing Unit Size Range (in square feet)	Base Fee Adjustment
Tier 1	Less than or equal to 1,800	80%
Tier 2	1,801 to 2,300	90%
Tier 3	2,301 to 2,700	100%
Tier 4	More than 2,700	125%

For multi-family residential units, WRCOG determined that the fee can be imposed on all multi-family units uniformly consistent with the conclusions of the analysis of multi-family trip generation rates by unit size, which demonstrated little variation in trip generation rates across the range of multi-family residential unit sizes. Therefore, the multi-family residential fee, as calculated in **Table 6.2**, can be applied uniformly to all multi-family residential units under the TUMF program.

6.2 Non-Residential Fees

The portion of the unfunded future improvement cost allocable to new non-residential development through the TUMF is $946.5 million. Estimates of employment by sector were obtained from the SCAG 2020 RTP/SCS socioeconomic data included in **Table 2.3** and **Appendix B**. From the 2045 employment forecast, the amount of employee growth in each sector was calculated. The employment figures were then translated into square footage of new development using typical ratios of square feet per employee derived from four sources including: Cordoba Corporation/Parsons Brinckerhoff Quade and Douglas (PBQD), Land Use Density Conversion Factors For Long Range Corridor Study San Bernardino and Riverside Counties, August 20, 1990; Orange County Transportation Authority (OCTA), Orange County Subarea Model Guidelines Manual, June 2001; SCAG, Employment Density Study, October 31, 2001; and the County of Riverside, General Plan, as amended December 15, 2015. Worksheets showing the development of the TUMF employee conversion factors and the application of the conversion factors to calculate the square footage of future new non-residential development in Western Riverside County are included in **Appendix L**.

To account for the differences in trip generation between various types of non-residential uses, the new non-residential development was weighted by trip generation rate for each sector. Typical trip generation rates per employee were obtained from the Institute of Transportation Engineers (ITE) Trip Generation – 11th Edition (2021), and were weighted based on a calculated value of trips per employee as derived from the

employee conversion factors and ITE typical trip generation rates per square foot of development, before being assigned to the non-residential categories as follows: Industrial – 0.6 PM peak hour trips per employee, Retail – 1.8 PM peak hour trips per employee, Service – 1.2 PM peak hour trips per employee, and Government/Public – 2.1 PM peak hour trips per employee[12]. These rates were applied to the employment growth in each sector to determine the relative contribution of each sector to new trip-making, and the $946.5 million was then allocated among the non-residential categories based on the percentage of new trips added. This proportionate non-residential fee share by sector was then divided by the estimated square footage of future new development to obtain the rate per square foot for each type of use. The calculation of the non-residential fee by sector is shown in **Table 6.3**.

Table 6.3 - Fee Calculation for Non-Residential Share

Non-Residential Sector	Employment Change	Trip Generation Rate per Employee	Trip Change	Percentage of Trip Change	Change in Square Feet of Gross Floor Area	Fee/SF
Industrial	76,581	0.6	45,949	15.1%	61,489,565	**$2.33**
Retail	13,115	1.8	23,607	7.8%	6,557,500	**$11.21**
Service	174,255	1.2	209,106	68.8%	66,735,957	**$9.76**
Government/Public	12,071	2.1	25,349	8.3%	3,420,665	**$23.07**
Total	276,022		304,011	100.0%	138,203,688	

Employment Change data based on SCAG 2020 RTP/SCS; Trip Generation based on ITE (2021); Change in Square Feet conversion factor based on Cordoba (1990), OCTA (2001), SCAG (2001) and County of Riverside (2015).

[12] The median trip generation rate for 'Retail' and 'Service' was reduced to reflect the influence of pass-by trips using the weekday PM peak median pass-by trip rate for select uses as derived from the ITE Trip Generation Manual (11th Edition) (September 2021).

7.0 CONCLUSIONS

Based on the results of the Nexus Study evaluation, there is reasonable relationship between the cumulative regional transportation impacts of new land development projects in Western Riverside County and the need to mitigate these transportation impacts using funds levied through the ongoing TUMF Program. Factors that reflect this reasonable relationship include:

- Western Riverside County is expected to continue growing because of future new development.
- Continuing new growth will result in increasing congestion on arterial roadways.
- The future arterial roadway congestion is directly attributable to the cumulative regional transportation impacts of future development in Western Riverside County.
- Capacity improvements to the transportation system will be needed to mitigate the cumulative regional impacts of new development.
- Roads on the TUMF network are the facilities that merit improvement through this fee program.
- Improvements to the public transportation system will be needed to provide adequate mobility for transit-dependent travelers and to provide an alternative to automobile travel.

The Nexus Study evaluation has established a proportional "fair share" of the improvement cost attributable to new development based on the impacts of existing development and the availability of obligated funding through traditional sources. Furthermore, the Nexus Study evaluation has divided the fair share of the cost to mitigate the cumulative regional impacts of future new development in Western Riverside County in rough proportionality to the cumulative impacts of future residential and non-residential development in the region. The respective fee allocable to future new residential and non-residential development in Western Riverside County is summarized for differing use types in **Table 7.1**.

Table 7.1 - Transportation Uniform Mitigation Fee for Western Riverside County

Land Use Type	Units	Development Change	Fee Per Unit	Total Revenue ($ million)
Single Family Residential	DU	167,491	**$15,476**	$2,592.0
Multi Family Residential	DU	90,335	**$7,816**	$706.1
Industrial	SF GFA	61,489,565	**$2.33**	$143.1
Retail	SF GFA	6,557,500	**$11.21**	$73.5
Service	SF GFA	66,735,957	**$9.76**	$651.1
Government/Public	SF GFA	3,420,665	**$23.07**	$78.9
MAXIMUM TUMF VALUE				**$4,244.6**

8.0 APPENDICES

The following Appendices incorporate the extent of materials used to support the development of the WRCOG TUMF Nexus Study and, where appropriate, specifically the 2024 Update. The respective Appendices also incorporate an explanation of the methodology and assumptions used to develop the various elements of the Nexus Study.

These Appendices represent a compilation of materials derived from a variety of technical resources. Each of the following Appendices relate to the development of a specific element of the Nexus Study. These Appendices are as follows:

Appendix A - List of WRCOG Committees
Appendix B - Western Riverside County Population and Employment Growth 2018 – 2045
Appendix C - Western Riverside County Traffic Growth 2018 – 2045
Appendix D - Western Riverside County Transit System Ridership 2018 – 2045
Appendix E - Western Riverside County Regional System of Highways and Arterials Performance Measures
Appendix F - TUMF Network Cost Assumptions
Appendix G - TUMF 2024 Program Update Disposition of Network Change Requests
Appendix H - TUMF Network Cost Estimate and Evaluation
Appendix I - Western Riverside County Regional Trip Distribution
Appendix J - Western Riverside County Regional Trip Purpose
Appendix K - Residential Fee Calculation
Appendix L - Non-Residential Fee Calculation

Appendix A - List of WRCOG Committees

WRCOG Executive Committee

Sheri Flynn	City of Banning
Mike Lara	City of Beaumont
Wendy Hewitt	City of Calimesa
Mark Terry	City of Canyon Lake
Jacque Casillas (2nd Vice-Chair)	City of Corona
Christian Dinco	City of Eastvale
Jackie Peterson	City of Hemet
Chris Barajas (Past Chair)	City of Jurupa Valley
Brian Tisdale	City of Lake Elsinore
Bob Karwin	City of Menifee
Elena Baca-Santa Cruz	City of Moreno Valley
Lisa DeForest	City of Murrieta
Kevin Bash	City of Norco
Rita Rogers (Chair)	City of Perris
Chuck Conder	City of Riverside
Crystal Ruiz	City of San Jacinto
James Stewart	City of Temecula
Joseph Morabito	City of Wildomar
Kevin Jeffries	County of Riverside Dist. 1
Karen Spiegel	County of Riverside Dist. 2
Chuck Washington	County of Riverside Dist. 3
Yxstian Gutierrez	County of Riverside Dist. 5
Phil Paule	Eastern Municipal Water District
Dr. Edwin Gomez	Riverside County Superintendent of Schools (ex-officio)
Brenda Dennstedt (Vice-Chair)	Western Water

WRCOG Technical Advisory Committee

Doug Schulze	City of Banning
Elizabeth Gibbs	City of Beaumont
Will Kolbow	City of Calimesa
Aaron Brown	City of Canyon Lake
Brett Channing	City of Corona
Mark Orme	City of Eastvale
Mark Prestwich	City of Hemet
Rod Butler (Past Chair)	City of Jurupa Valley
Jason Simpson	City of Lake Elsinore
Armando Villa	City of Menifee
Mike Lee	City of Moreno Valley
Kim Summers	City of Murrieta
Lori Sassoon	City of Norco
Clara Miramontes (Chair)	City of Perris
Mike Futrell	City of Riverside
Rob Johnson	City of San Jacinto
Aaron Adams	City of Temecula
Dan York	City of Wildomar
Jeff Van Wagenen	County of Riverside
Joe Mouawad	Eastern Municipal Water District
Grace Martin	March Joint Power Authority
Matt Snellings	Riverside County Office of Education
Craig Miller	Western Water

WRCOG Planning Directors' Committee

no new appointment made (as of 07/24/24)	City of Banning
Carole Kendrick	City of Beaumont
Kelly Lucia	City of Calimesa
Jim Morrisey	City of Canyon Lake
Joanne Coletta	City of Corona
David Murray	City of Eastvale
Monique Alaniz-Flejter	City of Hemet
Joe Perez (Chair)	City of Jurupa Valley
Damaris Abraham	City of Lake Elsinore
Cheryl Kitzerow	City of Menifee
Sean Kelleher (2nd Vice-Chair)	City of Moreno Valley
David Chantarangsu	City of Murrieta
Alma Robles	City of Norco
Kenneth Phung (Vice-Chair)	City of Perris
Judy Eguez	City of Riverside
Travis Randel	City of San Jacinto
Matt Peters	City of Temecula
Matthew Bassi	City of Wildomar
John Hildebrand	County of Riverside
Jeffrey Smith	March Joint Powers Authority
Jennifer Nguyen	Riverside Transit Agency
Ryan Shaw	Western Water

WRCOG Public Works Committee

Art Vela	City of Banning
Robert Vestal	City of Beaumont
Michael Thornton	City of Calimesa
Stuart McKibben	City of Canyon Lake
Savat Khamphou (Vice-Chair)	City of Corona
Jimmy Chung	City of Eastvale
Noah Rau	City of Hemet
Paul Toor (Chair)	City of Jurupa Valley
Remon Habib	City of Lake Elsinore
Nick Fidler	City of Menifee
Melissa Walker	City of Moreno Valley
Bob Moehling	City of Murrieta
Sam Nelson	City of Norco
John Pourkazemi	City of Perris
Gil Hernandez	City of Riverside
Stuart McKibbin (Vice-Chair)	City of San Jacinto
Patrick Thomas	City of Temecula
Jason Farag	City of Wildomar
Patricia Romo	County of Riverside
Lauren Sotelo	March Joint Powers Authority
Jillian Guizado	Riverside County Transportation Commission
Mauricio Alvarez	Riverside Transit Agency

WRCOG Finance Directors' Committee

Lincoln Bogard	City of Banning
Jennifer Ustation	City of Beaumont
Celeste Reid	City of Calimesa
Terry Shea	City of Canyon Lake
Kim Sitton	City of Corona
Amanda Wells	City of Eastvale
vacant	City of Hemet
June Overholt	City of Jurupa Valley
Shannon Buckley	City of Lake Elsinore
Travis Hickey	City of Menifee
Launa Jimenez	City of Moreno Valley
Javier Carcamo (Past Chair)	City of Murrieta
Lisette Free	City of Norco
Ernie Reyna (Chair)	City of Perris
Kristie Thomas	City of Riverside
Erika Gomez (2nd Vice-Chair)	City of San Jacinto
Jennifer Hennessy	City of Temecula
Adam Jantz	City of Wildomar
Vacant	County of Riverside
John Adams	Eastern Municipal Water District
Grace Martin	March Joint Power Authority
Dr. Ruth Perez	Riverside County Office of Education
Kevin Mascaro	Western Water

Appendix B - Western Riverside County Population and Employment Growth 2008 – 2035

Although a variety of alternate demographic information is available for the purpose of quantifying population and household growth in Western Riverside County, it was determined that the data developed by SCAG to support the 2020 RTP/SCS represented the most comprehensive source of socioeconomic data (SED) for the six-county SCAG region that includes Riverside County. The SCAG 2020 RTP/SCS SED information is disaggregated to the level of traffic analysis zones (TAZ) that comprise inputs to RivCoM. These SED data by TAZ were extracted from RivCoM (specifically the TAZ_Data.CSV file located in the PopSyn output folder) and aggregated to correspond with the TUMF zones to support this update of the TUMF Nexus. The SCAG 2020 RTP/SCS SED data retrieved from RivCoM and used as the basis for the Nexus Update is summarized in this Appendix.

The SCAG employment data for 2018 and 2045 was provided for thirteen employment sectors consistent with the California Employment Development Department (EDD) Major Groups including: Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Transportation, Warehousing and Utilities; Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service; and Government. For the purposes of the Nexus Study, the SCAG Employment Categories were aggregated to Industrial (Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Transportation, Warehousing and Utilities), Retail (Retail Trade), Service (Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service) and Government/Public Sector (Government). These four aggregated sector types were used as the basis for calculating the fee as described in **Section 6.2**. This Appendix includes tables detailing the SCAG RTP/SCS SED Employment Categories and corresponding North American Industry Classification System (NAICS) Categories that are included in each non-residential sector type.

EXHIBIT B-1

Western Riverside County Population, Households and Employment (2018) - SCAG 2020 RTP/SCS Base Year

SED Type/Zone	Central	Northwest	Pass	San Jacinto	Southwest	Total
Population						
Total Population	**408,260**	**777,900**	**98,688**	**187,677**	**432,915**	**1,905,440**
Households						
Single-Family	83,142	152,897	24,937	38,888	97,543	397,407
Multi-Family	26,889	63,591	8,661	26,055	31,970	157,166
Total Households	**110,031**	**216,488**	**33,598**	**64,943**	**129,513**	**554,573**
Employment						
Farming, Natural Resources and Mining	799	3,431	559	1,625	2,080	8,494
Construction	6,245	31,914	1,807	2,067	13,290	55,323
Manufacturing	4,172	25,866	1,101	925	8,902	40,966
Wholesale Trade	8,428	9,269	268	546	6,490	25,001
Retail Trade	13,346	32,061	5,472	4,564	18,371	73,814
Transportation, Warehousing and Utilities	7,349	22,686	1,132	2,132	6,251	39,550
Information	425	2,073	496	177	863	4,034
Financial Activities	1,887	8,632	586	1,003	5,414	17,522
Professional and Business Service	7,834	32,973	3,434	1,630	13,532	59,403
Education and Health Service	20,423	76,884	6,092	13,659	29,192	146,250
Leisure and Hospitality	8,391	21,990	7,207	3,726	18,270	59,584
Other Service	2,834	10,603	1,244	1,891	5,338	21,910
Government	2,579	11,727	871	761	2,631	18,569
TUMF Industrial	26,993	93,166	4,867	7,295	37,013	**169,334**
TUMF Retail	13,346	32,061	5,472	4,564	18,371	**73,814**
TUMF Service	41,794	153,155	19,059	22,086	72,609	**308,703**
TUMF Government/Public Sector	2,579	11,727	871	761	2,631	**18,569**
Total Employment	**84,712**	**290,109**	**30,269**	**34,706**	**130,624**	**570,420**

Source: SCAG 2020 RTP/SCS

EXHIBIT B-2

Western Riverside County Population, Households & Employment (2045) - SCAG 2020 RTP/SCS Horizon Year

SED Type/Zone	Central	Northwest	Pass	San Jacinto	Southwest	Total
Population						
Total Population	**594,678**	**925,228**	**158,040**	**289,439**	**566,491**	**2,533,876**
Households						
Single-Family	133,507	181,827	43,988	70,713	134,863	564,898
Multi-Family	53,555	79,359	14,362	43,654	56,571	247,501
Total Households	**187,062**	**261,186**	**58,350**	**114,367**	**191,434**	**812,399**
Employment						
Farming, Natural Resources and Mining	712	2,212	527	1,218	2,001	6,670
Construction	18,304	48,533	3,186	5,861	20,236	96,120
Manufacturing	6,836	24,624	1,393	1,149	10,335	44,337
Wholesale Trade	6,150	9,048	324	559	6,529	22,610
Retail Trade	16,310	33,656	7,136	6,338	23,489	86,929
Transportation, Warehousing and Utilities	18,227	38,043	2,705	4,771	12,432	76,178
Information	642	2,166	476	191	1,116	4,591
Financial Activities	2,906	9,889	1,229	1,536	6,665	22,225
Professional and Business Service	14,214	41,712	6,016	4,518	21,058	87,518
Education and Health Service	52,764	111,454	13,803	25,739	51,118	254,878
Leisure and Hospitality	13,197	27,739	10,540	8,424	24,641	84,541
Other Service	5,148	13,062	1,532	2,838	6,625	29,205
Government	6,229	18,222	1,176	1,471	3,542	30,640
TUMF Industrial	50,229	122,460	8,135	13,558	51,533	**245,915**
TUMF Retail	16,310	33,656	7,136	6,338	23,489	**86,929**
TUMF Service	88,871	206,022	33,596	43,246	111,223	**482,958**
TUMF Government/Public Sector	6,229	18,222	1,176	1,471	3,542	**30,640**
Total Employment	**161,639**	**380,360**	**50,043**	**64,613**	**189,787**	**846,442**

Source: SCAG 2020 RTP/SCS

EXHIBIT B-3

Western Riverside County Population, Households and Employment (2018 to 2045 Change) - SCAG 2020 RTP/SCS

SED Type/Zone	Central	Northwest	Pass	San Jacinto	Southwest	Total
Population						
Total Population	**186,418**	**147,328**	**59,352**	**101,762**	**133,576**	**628,436**
Households						
Single-Family	50,365	28,930	19,051	31,825	37,320	167,491
Multi-Family	26,666	15,768	5,701	17,599	24,601	90,335
Total Households	**77,031**	**44,698**	**24,752**	**49,424**	**61,921**	**257,826**
Employment						
Farming, Natural Resources and Mining	-87	-1,219	-32	-407	-79	-1,824
Construction	12,059	16,619	1,379	3,794	6,946	40,797
Manufacturing	2,664	-1,242	292	224	1,433	3,371
Wholesale Trade	-2,278	-221	56	13	39	-2,391
Retail Trade	2,964	1,595	1,664	1,774	5,118	13,115
Transportation, Warehousing and Utilities	10,878	15,357	1,573	2,639	6,181	36,628
Information	217	93	-20	14	253	557
Financial Activities	1,019	1,257	643	533	1,251	4,703
Professional and Business Service	6,380	8,739	2,582	2,888	7,526	28,115
Education and Health Service	32,341	34,570	7,711	12,080	21,926	108,628
Leisure and Hospitality	4,806	5,749	3,333	4,698	6,371	24,957
Other Service	2,314	2,459	288	947	1,287	7,295
Government	3,650	6,495	305	710	911	12,071
TUMF Industrial	23,236	29,294	3,268	6,263	14,520	**76,581**
TUMF Retail	2,964	1,595	1,664	1,774	5,118	**13,115**
TUMF Service	47,077	52,867	14,537	21,160	38,614	**174,255**
TUMF Government/Public Sector	3,650	6,495	305	710	911	**12,071**
Total Employment	**76,927**	**90,251**	**19,774**	**29,907**	**59,163**	**276,022**

Source: SCAG 2020 RTP/SCS

Exhibit B-4a - TUMF 2024 Nexus Update
Western Riverside County Population, Households and Employment (2018-2045)

SED Type/Zone	2018	2045	Change	Percent
Total Population	**1,905,440**	**2,533,876**	**628,436**	**33%**
Total Households	**554,573**	**812,399**	**257,826**	**46%**
Single-Family	397,407	564,898	167,491	42%
Multi-Family	157,166	247,501	90,335	57%
Total Employment	**570,420**	**846,442**	**276,022**	**48%**
TUMF Industrial	169,334	245,915	76,581	45%
TUMF Retail	73,814	86,929	13,115	18%
TUMF Service	308,703	482,958	174,255	56%
TUMF Government/Public Sector	18,569	30,640	12,071	65%

Source: SCAG 2020 RTP/SCS

Exhibit B-4b - TUMF 2016 Nexus Update
Western Riverside County Population, Households and Employment (2012-2040)

SED Type/Zone	2012	2040	Change	Percent
Total Population	**1,773,935**	**2,429,633**	**655,698**	**37%**
Total Households	**525,149**	**775,231**	**250,082**	**48%**
Single-Family	366,588	539,631	173,043	47%
Multi-Family	158,561	235,600	77,039	49%
Total Employment	**460,787**	**861,455**	**400,668**	**87%**
TUMF Industrial	120,736	201,328	80,592	67%
TUMF Retail	65,888	101,729	35,841	54%
TUMF Service	253,372	528,092	274,720	108%
TUMF Government/Public Sector	20,791	30,306	9,515	46%

Source: SCAG 2016 RTP/SCS

Exhibit B-4c - TUMF 2016 Nexus Update to 2024 Nexus Update Comparison

Western Riverside County Population, Households and Employment (Existing to Future Change)

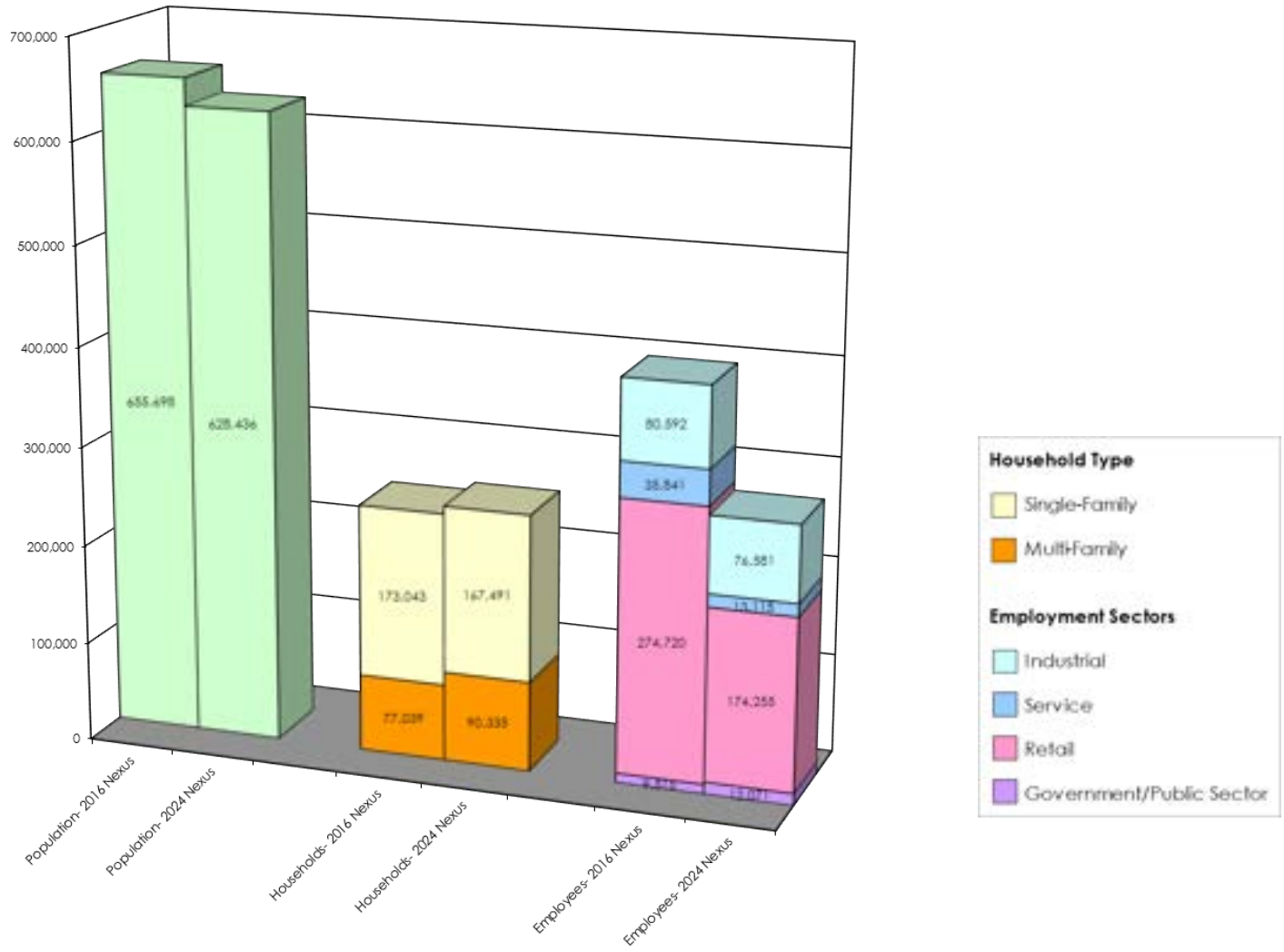
SED Type/Zone	2016 Update (2012-2040)	2024 Update (2018-2045)	Difference	Percent
Total Population	**655,698**	**628,436**	**-27,262**	**-4%**
Total Households	**250,082**	**257,826**	**7,744**	**3%**
Single-Family	173,043	167,491	-5,552	-3%
Multi-Family	77,039	90,335	13,296	17%
Total Employment	**400,668**	**276,022**	**-124,646**	**-31%**
TUMF Industrial	80,592	76,581	-4,011	-5%
TUMF Retail	35,841	13,115	-22,726	-63%
TUMF Service	274,720	174,255	-100,465	-37%
TUMF Government/Public Sector	9,515	12,071	2,556	27%

Source: SCAG 2016 RTP/SCS; SCAG 2020 RTP/SCS

EXHIBIT B-4d

Western Riverside County Population, Households and Employment Change (2012 to 2040 and 2018 to 2045)

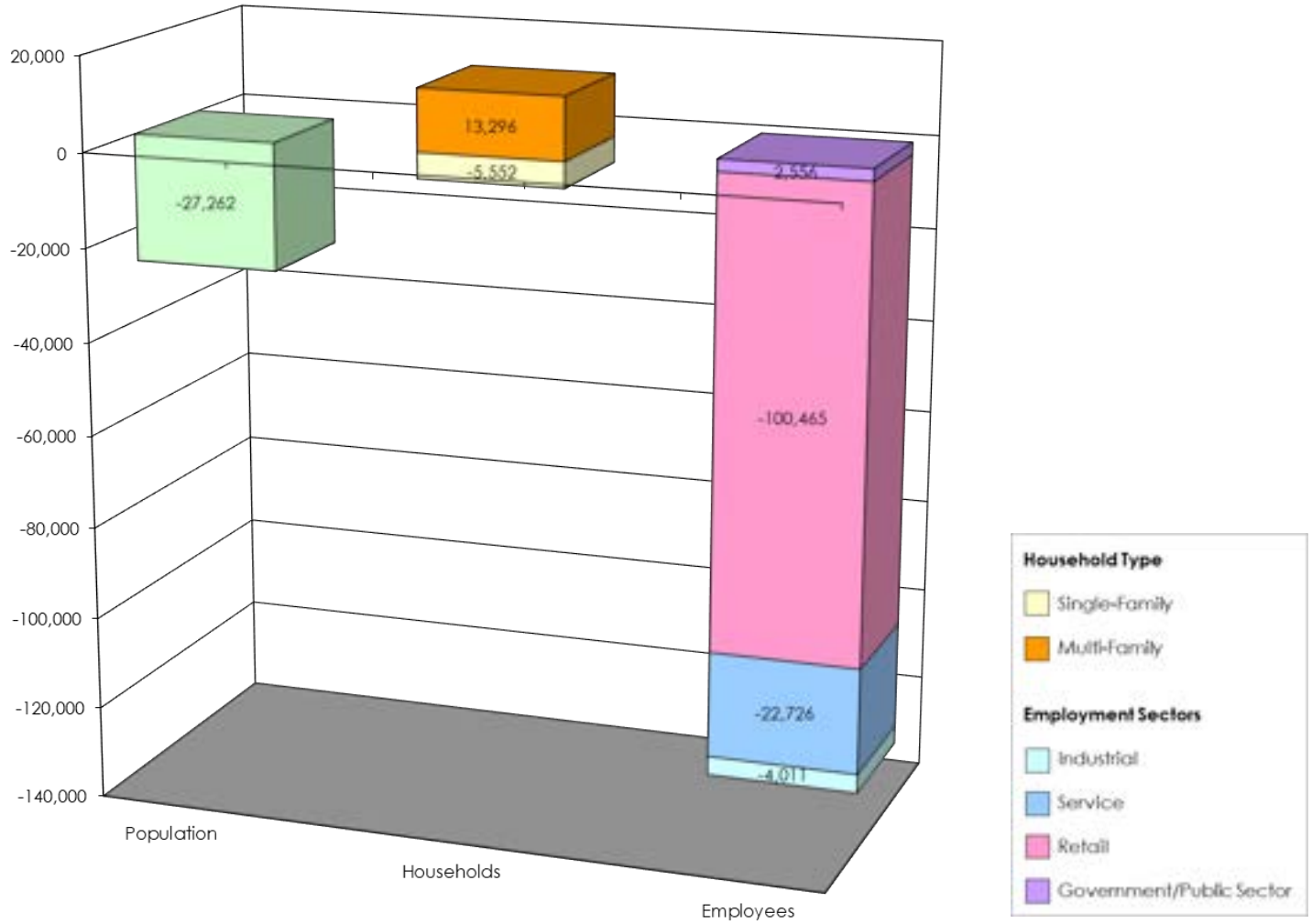
TUMF 2016 Nexus Update Comparison to TUMF 2024 Nexus Update



Sources:
Year 2012 to Year 2040 Growth (2016 Nexus Update): SCAG 2016 RTP/SCS; WSP, April 2016
Year 2018 to Year 2045 Growth (2024 Nexus Update): SCAG 2020 RTP/SCS

EXHIBIT B-4e

Difference in Population, Households and Employment Growth in Western Riverside County
TUMF 2016 Nexus Update Comparison to TUMF 2024 Nexus Update



Source:
Year 2012 to Year 2040 Growth (2016 Nexus Update): SCAG 2016 RTP/SCS; WSP, April 2016
Year 2018 to Year 2045 Growth (2024 Nexus Update): SCAG 2020 RTP/SCS

EXHIBIT B-5a

TUMF Non-Residential Category Detailed NAICS Correspondence Summary

TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code		NAICS Three Digit Code	
		NAICS Code	NAICS Title	NAICS Code	NAICS Title
Industrial					
	Farming, Natural Resources and Mining				
		11	**Agriculture, Forestry, Fishing and Hunting**		
				111	Crop Production
				112	Animal Production and Aquaculture
				113	Forestry and Logging
				114	Fishing, Hunting and Trapping
				115	Support Activities for Agriculture and Forestry
		21	**Mining, Quarrying, and Oil and Gas Extraction**		
				211	Oil and Gas Extraction
				212	Mining (except Oil and Gas)
				213	Support Activities for Mining
	Construction				
		23	**Construction**		
				236	Construction of Buildings
				237	Heavy and Civil Engineering Construction
				238	Specialty Trade Contractors
	Manufacturing				
		31-33	**Manufacturing**		
				311	Food Manufacturing
				312	Beverage and Tobacco Product Manufacturing
				313	Textile Mills
				314	Textile Product Mills
				315	Apparel Manufacturing
				316	Leather and Allied Product Manufacturing
				321	Wood Product Manufacturing
				322	Paper Manufacturing
				323	Printing and Related Support Activities
				324	Petroleum and Coal Products Manufacturing
				325	Chemical Manufacturing
				326	Plastics and Rubber Products Manufacturing
				327	Nonmetallic Mineral Product Manufacturing
				331	Primary Metal Manufacturing
				332	Fabricated Metal Product Manufacturing
				333	Machinery Manufacturing
				334	Computer and Electronic Product Manufacturing
				335	Electrical Equipment, Appliance, and Component Manufacturing
				337	Furniture and Related Product Manufacturing
				339	Miscellaneous Manufacturing
	Wholesale Trade				
		42	**Wholesale Trade**		
				423	Merchant Wholesalers, Durable Goods
				424	Merchant Wholesalers, Nondurable Goods
				425	Wholesale Trade Agents and Brokers
	Transportation, Warehousing and Utilities				
		22	**Utilities**		
				221	Utilities
		48-49	**Transportation and Warehousing**		
				481	Air Transportation
				482	Rail Transportation
				483	Water Transportation
				484	Truck Transportation
				485	Transit and Ground Passenger Transportation
				486	Pipeline Transportation
				487	Scenic and Sightseeing Transportation
				488	Support Activities for Transportation
				491	Postal Service
				492	Couriers and Messengers
				493	Warehousing and Storage
Retail					
	Retail Trade				
		44-45	**Retail Trade**		
				441	Motor Vehicle and Parts Dealers
				444	Building Material and Garden Equipment and Supplies Dealers
				445	Food and Beverage Retailers
				449	Furniture, Home Furnishings, Electronics, and Appliance Retailers
				455	General Merchandise Retailers
				456	Health and Personal Care Retailers
				457	Gasoline Stations and Fuel Dealers
				458	Clothing, Clothing Accessories, Shoe, and Jewelry Retailers
				459	Sporting Goods, Hobby, Musical Instrument, Book, and Miscellaneous Retailers

TUMF Non-Residential Category Detailed NAICS Correspondence Summary

TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code		NAICS Three Digit Code	
		NAICS Code	NAICS Title	NAICS Code	NAICS Title
Service					
	Information				
		51	**Information**		
				512	Motion Picture and Sound Recording Industries
				513	Publishing Industries
				516	Broadcasting and Content Providers
				517	Telecommunications
				518	Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services
				519	Web Search Portals, Libraries, Archives, and Other Information Services
	Financial Activities				
		52	**Finance and Insurance**		
				521	Monetary Authorities-Central Bank
				522	Credit Intermediation and Related Activities
				523	Securities, Commodity Contracts, and Other Financial Investments and Related Activities
				524	Insurance Carriers and Related Activities
				525	Funds, Trusts, and Other Financial Vehicles
		53	**Real Estate and Rental and Leasing**		
				531	Real Estate
				532	Rental and Leasing Services
				533	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
	Professional and Business Services				
		54	**Professional, Scientific, and Technical Services**		
				541	Professional, Scientific, and Technical Services
		55	**Management of Companies and Enterprises**		
				551	Management of Companies and Enterprises
		56	**Administrative and Support and Waste Management and Remediation Services**		
				561	Administrative and Support Services
				562	Waste Management and Remediation Services
	Education and Health Services				
		61	**Educational Services**		
				611	Educational Services
		62	**Health Care and Social Assistance**		
				621	Ambulatory Health Care Services
				622	Hospitals
				623	Nursing and Residential Care Facilities
				624	Social Assistance
	Leisure and Hospitality				
		71	**Arts, Entertainment, and Recreation**		
				711	Performing Arts, Spectator Sports, and Related Industries
				712	Museums, Historical Sites, and Similar Institutions
				713	Amusement, Gambling, and Recreation Industries
		72	**Accommodation and Food Services**		
				721	Accommodation
				722	Food Services and Drinking Places
	Other Service				
		81	**Other Services (except Public Administration)**		
				811	Repair and Maintenance
				812	Personal and Laundry Services
				813	Religious, Grantmaking, Civic, Professional, and Similar Organizations
				814	Private Households
Government/Public Sector					
	Government				
		92	**Public Administration**		
				921	Executive, Legislative, and Other General Government Support
				922	Justice, Public Order, and Safety Activities
				923	Administration of Human Resource Programs
				924	Administration of Environmental Quality Programs
				925	Administration of Housing Programs, Urban Planning, and Community Development
				926	Administration of Economic Programs
				927	Space Research and Technology
				928	National Security and International Affairs

Source: SCAG 2020 RTP/SCS
California Employment Development Department (EDD)
US Census Bureau, North American Industry Classification System (NAICS), 2022

EXHIBIT B-5b

TUMF Non-Residential Category Detailed NAICS Correspondence

TUMF Category	SCAG RTP/SCS	NAICS Two Digit Code		NAICS Three Digit Code		NAICS Six Digit Code	
	Employment Categories	NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
Industrial							
	Farming, Natural Resources and Mining						
		11	Agriculture, Forestry, Fishing and Hunting				
				111	Crop Production		
						111110	Soybean Farming
						111120	Oilseed (except Soybean) Farming
						111130	Dry Pea and Bean Farming
						111140	Wheat Farming
						111150	Corn Farming
						111160	Rice Farming
						111191	Oilseed and Grain Combination Farming
						111199	All Other Grain Farming
						111211	Potato Farming
						111219	Other Vegetable (except Potato) and Melon Farming
						111310	Orange Groves
						111320	Citrus (except Orange) Groves
						111331	Apple Orchards
						111332	Grape Vineyards
						111333	Strawberry Farming
						111334	Berry (except Strawberry) Farming
						111335	Tree Nut Farming
						111336	Fruit and Tree Nut Combination Farming
						111339	Other Noncitrus Fruit Farming
						111411	Mushroom Production
						111419	Other Food Crops Grown Under Cover
						111421	Nursery and Tree Production
						111422	Floriculture Production
						111910	Tobacco Farming
						111920	Cotton Farming
						111930	Sugarcane Farming
						111940	Hay Farming
						111991	Sugar Beet Farming
						111992	Peanut Farming
						111998	All Other Miscellaneous Crop Farming
				112	Animal Production and Aquaculture		
						112111	Beef Cattle Ranching and Farming
						112112	Cattle Feedlots
						112120	Dairy Cattle and Milk Production
						112130	Dual-Purpose Cattle Ranching and Farming
						112210	Hog and Pig Farming
						112310	Chicken Egg Production
						112320	Broilers and Other Meat Type Chicken Production
						112330	Turkey Production
						112340	Poultry Hatcheries
						112390	Other Poultry Production
						112410	Sheep Farming
						112420	Goat Farming
						112511	Finfish Farming and Fish Hatcheries
						112512	Shellfish Farming
						112519	Other Aquaculture
						112910	Apiculture
						112920	Horses and Other Equine Production
						112930	Fur-Bearing Animal and Rabbit Production
						112990	All Other Animal Production
				113	Forestry and Logging		
						113110	Timber Tract Operations
						113210	Forest Nurseries and Gathering of Forest Products
						113310	Logging
				114	Fishing, Hunting and Trapping		
						114111	Finfish Fishing
						114112	Shellfish Fishing
						114119	Other Marine Fishing
						114210	Hunting and Trapping
				115	Support Activities for Agriculture and Forestry		
						115111	Cotton Ginning
						115112	Soil Preparation, Planting, and Cultivating
						115113	Crop Harvesting, Primarily by Machine
						115114	Postharvest Crop Activities (except Cotton Ginning)
						115115	Farm Labor Contractors and Crew Leaders
						115116	Farm Management Services
						115210	Support Activities for Animal Production
						115310	Support Activities for Forestry
		21	Mining, Quarrying, and Oil and Gas Extraction				
				211	Oil and Gas Extraction		
						211120	Crude Petroleum Extraction
						211130	Natural Gas Extraction
				212	Mining (except Oil and Gas)		
						212114	Surface Coal Mining
						212115	Underground Coal Mining
						212210	Iron Ore Mining
						212220	Gold Ore and Silver Ore Mining
						212230	Copper, Nickel, Lead, and Zinc Mining
						212290	Other Metal Ore Mining
						212311	Dimension Stone Mining and Quarrying
						212312	Crushed and Broken Limestone Mining and Quarrying
						212313	Crushed and Broken Granite Mining and Quarrying
						212319	Other Crushed and Broken Stone Mining and Quarrying
						212321	Construction Sand and Gravel Mining
						212322	Industrial Sand Mining
						212323	Kaolin, Clay, and Ceramic and Refractory Minerals Mining
						212390	Other Nonmetallic Mineral Mining and Quarrying
				213	Support Activities for Mining		
						213111	Drilling Oil and Gas Wells
						213112	Support Activities for Oil and Gas Operations
						213113	Support Activities for Coal Mining
						213114	Support Activities for Metal Mining
						213115	Support Activities for Nonmetallic Minerals (except Fuels) Mining

TUMF Non-Residential Category Detailed NAICS Correspondence

TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code		NAICS Three Digit Code		NAICS Six Digit Code	
		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
	Construction						
		23	Construction				
				236	Construction of Buildings		
						236115	New Single-Family Housing Construction (except For-Sale Builders)
						236116	New Multifamily Housing Construction (except For-Sale Builders)
						236117	New Housing For-Sale Builders
						236118	Residential Remodelers
						236210	Industrial Building Construction
						236220	Commercial and Institutional Building Construction
				237	Heavy and Civil Engineering Construction		
						237110	Water and Sewer Line and Related Structures Construction
						237120	Oil and Gas Pipeline and Related Structures Construction
						237130	Power and Communication Line and Related Structures Construction
						237210	Land Subdivision
						237310	Highway, Street, and Bridge Construction
						237990	Other Heavy and Civil Engineering Construction
				238	Specialty Trade Contractors		
						238110	Poured Concrete Foundation and Structure Contractors
						238120	Structural Steel and Precast Concrete Contractors
						238130	Framing Contractors
						238140	Masonry Contractors
						238150	Glass and Glazing Contractors
						238160	Roofing Contractors
						238170	Siding Contractors
						238190	Other Foundation, Structure, and Building Exterior Contractors
						238210	Electrical Contractors and Other Wiring Installation Contractors
						238220	Plumbing, Heating, and Air-Conditioning Contractors
						238290	Other Building Equipment Contractors
						238310	Drywall and Insulation Contractors
						238320	Painting and Wall Covering Contractors
						238330	Flooring Contractors
						238340	Tile and Terrazzo Contractors
						238350	Finish Carpentry Contractors
						238390	Other Building Finishing Contractors
						238910	Site Preparation Contractors
						238990	All Other Specialty Trade Contractors
	Manufacturing						
		31-33	Manufacturing				
				311	Food Manufacturing		
						311111	Dog and Cat Food Manufacturing
						311119	Other Animal Food Manufacturing
						311211	Flour Milling
						311212	Rice Milling
						311213	Malt Manufacturing
						311221	Wet Corn Milling and Starch Manufacturing
						311224	Soybean and Other Oilseed Processing
						311225	Fats and Oils Refining and Blending
						311230	Breakfast Cereal Manufacturing
						311313	Beet Sugar Manufacturing
						311314	Cane Sugar Manufacturing
						311340	Nonchocolate Confectionery Manufacturing
						311351	Chocolate and Confectionery Manufacturing from Cacao Beans
						311352	Confectionery Manufacturing from Purchased Chocolate
						311411	Frozen Fruit, Juice, and Vegetable Manufacturing
						311412	Frozen Specialty Food Manufacturing
						311421	Fruit and Vegetable Canning
						311422	Specialty Canning
						311423	Dried and Dehydrated Food Manufacturing
						311511	Fluid Milk Manufacturing
						311512	Creamery Butter Manufacturing
						311513	Cheese Manufacturing
						311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing
						311520	Ice Cream and Frozen Dessert Manufacturing
						311611	Animal (except Poultry) Slaughtering
						311612	Meat Processed from Carcasses
						311613	Rendering and Meat Byproduct Processing
						311615	Poultry Processing
						311710	Seafood Product Preparation and Packaging
						311811	Retail Bakeries
						311812	Commercial Bakeries
						311813	Frozen Cakes, Pies, and Other Pastries Manufacturing
						311821	Cookie and Cracker Manufacturing
						311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour
						311830	Tortilla Manufacturing
						311911	Roasted Nuts and Peanut Butter Manufacturing
						311919	Other Snack Food Manufacturing
						311920	Coffee and Tea Manufacturing
						311930	Flavoring Syrup and Concentrate Manufacturing
						311941	Mayonnaise, Dressing, and Other Prepared Sauce Manufacturing
						311942	Spice and Extract Manufacturing
						311991	Perishable Prepared Food Manufacturing
						311999	All Other Miscellaneous Food Manufacturing
				312	Beverage and Tobacco Product Manufacturing		
						312111	Soft Drink Manufacturing
						312112	Bottled Water Manufacturing
						312113	Ice Manufacturing
						312120	Breweries
						312130	Wineries
						312140	Distilleries
						312230	Tobacco Manufacturing
				313	Textile Mills		
						313110	Fiber, Yarn, and Thread Mills
						313210	Broadwoven Fabric Mills
						313220	Narrow Fabric Mills and Schiffli Machine Embroidery
						313230	Nonwoven Fabric Mills
						313240	Knit Fabric Mills
						313310	Textile and Fabric Finishing Mills
						313320	Fabric Coating Mills
				314	Textile Product Mills		
						314110	Carpet and Rug Mills
						314120	Curtain and Linen Mills
						314910	Textile Bag and Canvas Mills
						314994	Rope, Cordage, Twine, Tire Cord, and Tire Fabric Mills
						314999	All Other Miscellaneous Textile Product Mills
				315	Apparel Manufacturing		
						315120	Apparel Knitting Mills
						315210	Cut and Sew Apparel Contractors
						315250	Cut and Sew Apparel Manufacturing (except Contractors)
						315990	Apparel Accessories and Other Apparel Manufacturing
				316	Leather and Allied Product Manufacturing		
						316110	Leather and Hide Tanning and Finishing
						316210	Footwear Manufacturing
						316990	Other Leather and Allied Product Manufacturing

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TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code		NAICS Three Digit Code		NAICS Six Digit Code	
		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
				321	Wood Product Manufacturing		
						321113	Sawmills
						321114	Wood Preservation
						321211	Hardwood Veneer and Plywood Manufacturing
						321212	Softwood Veneer and Plywood Manufacturing
						321215	Engineered Wood Member Manufacturing
						321219	Reconstituted Wood Product Manufacturing
						321911	Wood Window and Door Manufacturing
						321912	Cut Stock, Resawing Lumber, and Planing
						321918	Other Millwork (including Flooring)
						321920	Wood Container and Pallet Manufacturing
						321991	Manufactured Home (Mobile Home) Manufacturing
						321992	Prefabricated Wood Building Manufacturing
						321999	All Other Miscellaneous Wood Product Manufacturing
				322	Paper Manufacturing		
						322110	Pulp Mills
						322120	Paper Mills
						322130	Paperboard Mills
						322211	Corrugated and Solid Fiber Box Manufacturing
						322212	Folding Paperboard Box Manufacturing
						322219	Other Paperboard Container Manufacturing
						322220	Paper Bag and Coated and Treated Paper Manufacturing
						322230	Stationery Product Manufacturing
						322291	Sanitary Paper Product Manufacturing
						322299	All Other Converted Paper Product Manufacturing
				323	Printing and Related Support Activities		
						323111	Commercial Printing (except Screen and Books)
						323113	Commercial Screen Printing
						323117	Books Printing
						323120	Support Activities for Printing
				324	Petroleum and Coal Products Manufacturing		
						324110	Petroleum Refineries
						324121	Asphalt Paving Mixture and Block Manufacturing
						324122	Asphalt Shingle and Coating Materials Manufacturing
						324191	Petroleum Lubricating Oil and Grease Manufacturing
						324199	All Other Petroleum and Coal Products Manufacturing
				325	Chemical Manufacturing		
						325110	Petrochemical Manufacturing
						325120	Industrial Gas Manufacturing
						325130	Synthetic Dye and Pigment Manufacturing
						325180	Other Basic Inorganic Chemical Manufacturing
						325193	Ethyl Alcohol Manufacturing
						325194	Cyclic Crude, Intermediate, and Gum and Wood Chemical Manufacturing
						325199	All Other Basic Organic Chemical Manufacturing
						325211	Plastics Material and Resin Manufacturing
						325212	Synthetic Rubber Manufacturing
						325220	Artificial and Synthetic Fibers and Filaments Manufacturing
						325311	Nitrogenous Fertilizer Manufacturing
						325312	Phosphatic Fertilizer Manufacturing
						325314	Fertilizer (Mixing Only) Manufacturing
						325315	Compost Manufacturing
						325320	Pesticide and Other Agricultural Chemical Manufacturing
						325411	Medicinal and Botanical Manufacturing
						325412	Pharmaceutical Preparation Manufacturing
						325413	In-Vitro Diagnostic Substance Manufacturing
						325414	Biological Product (except Diagnostic) Manufacturing
						325510	Paint and Coating Manufacturing
						325520	Adhesive Manufacturing
						325611	Soap and Other Detergent Manufacturing
						325612	Polish and Other Sanitation Good Manufacturing
						325613	Surface Active Agent Manufacturing
						325620	Toilet Preparation Manufacturing
						325910	Printing Ink Manufacturing
						325920	Explosives Manufacturing
						325991	Custom Compounding of Purchased Resins
						325992	Photographic Film, Paper, Plate, Chemical, and Copy Toner Manufacturing
						325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing
				326	Plastics and Rubber Products Manufacturing		
						326111	Plastics Bag and Pouch Manufacturing
						326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing
						326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing
						326121	Unlaminated Plastics Profile Shape Manufacturing
						326122	Plastics Pipe and Pipe Fitting Manufacturing
						326130	Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing
						326140	Polystyrene Foam Product Manufacturing
						326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing
						326160	Plastics Bottle Manufacturing
						326191	Plastics Plumbing Fixture Manufacturing
						326199	All Other Plastics Product Manufacturing
						326211	Tire Manufacturing (except Retreading)
						326212	Tire Retreading
						326220	Rubber and Plastics Hoses and Belting Manufacturing
						326291	Rubber Product Manufacturing for Mechanical Use
						326299	All Other Rubber Product Manufacturing
				327	Nonmetallic Mineral Product Manufacturing		
						327110	Pottery, Ceramics, and Plumbing Fixture Manufacturing
						327120	Clay Building Material and Refractories Manufacturing
						327211	Flat Glass Manufacturing
						327212	Other Pressed and Blown Glass and Glassware Manufacturing
						327213	Glass Container Manufacturing
						327215	Glass Product Manufacturing Made of Purchased Glass
						327310	Cement Manufacturing
						327320	Ready-Mix Concrete Manufacturing
						327331	Concrete Block and Brick Manufacturing
						327332	Concrete Pipe Manufacturing
						327390	Other Concrete Product Manufacturing
						327410	Lime Manufacturing
						327420	Gypsum Product Manufacturing
						327910	Abrasive Product Manufacturing
						327991	Cut Stone and Stone Product Manufacturing
						327992	Ground or Treated Mineral and Earth Manufacturing
						327993	Mineral Wool Manufacturing
						327999	All Other Miscellaneous Nonmetallic Mineral Product Manufacturing

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		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
				331	Primary Metal Manufacturing		
						331110	Iron and Steel Mills and Ferroalloy Manufacturing
						331210	Iron and Steel Pipe and Tube Manufacturing from Purchased Steel
						331221	Rolled Steel Shape Manufacturing
						331222	Steel Wire Drawing
						331313	Alumina Refining and Primary Aluminum Production
						331314	Secondary Smelting and Alloying of Aluminum
						331315	Aluminum Sheet, Plate, and Foil Manufacturing
						331318	Other Aluminum Rolling, Drawing, and Extruding
						331410	Nonferrous Metal (except Aluminum) Smelting and Refining
						331420	Copper Rolling, Drawing, Extruding, and Alloying
						331491	Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing, and Extruding
						331492	Secondary Smelting, Refining, and Alloying of Nonferrous Metal (except Copper and Aluminum)
						331511	Iron Foundries
						331512	Steel Investment Foundries
						331513	Steel Foundries (except Investment)
						331523	Nonferrous Metal Die-Casting Foundries
						331524	Aluminum Foundries (except Die-Casting)
						331529	Other Nonferrous Metal Foundries (except Die-Casting)
				332	Fabricated Metal Product Manufacturing		
						332111	Iron and Steel Forging
						332112	Nonferrous Forging
						332114	Custom Roll Forming
						332117	Powder Metallurgy Part Manufacturing
						332119	Metal Crown, Closure, and Other Metal Stamping (except Automotive)
						332215	Metal Kitchen Cookware, Utensil, Cutlery, and Flatware (except Precious) Manufacturing
						332216	Saw Blade and Handtool Manufacturing
						332311	Prefabricated Metal Building and Component Manufacturing
						332312	Fabricated Structural Metal Manufacturing
						332313	Plate Work Manufacturing
						332321	Metal Window and Door Manufacturing
						332322	Sheet Metal Work Manufacturing
						332323	Ornamental and Architectural Metal Work Manufacturing
						332410	Power Boiler and Heat Exchanger Manufacturing
						332420	Metal Tank (Heavy Gauge) Manufacturing
						332431	Metal Can Manufacturing
						332439	Other Metal Container Manufacturing
						332510	Hardware Manufacturing
						332613	Spring Manufacturing
						332618	Other Fabricated Wire Product Manufacturing
						332710	Machine Shops
						332721	Precision Turned Product Manufacturing
						332722	Bolt, Nut, Screw, Rivet, and Washer Manufacturing
						332811	Metal Heat Treating
						332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers
						332813	Electroplating, Plating, Polishing, Anodizing, and Coloring
						332911	Industrial Valve Manufacturing
						332912	Fluid Power Valve and Hose Fitting Manufacturing
						332913	Plumbing Fixture Fitting and Trim Manufacturing
						332919	Other Metal Valve and Pipe Fitting Manufacturing
						332991	Ball and Roller Bearing Manufacturing
						332992	Small Arms Ammunition Manufacturing
						332993	Ammunition (except Small Arms) Manufacturing
						332994	Small Arms, Ordnance, and Ordnance Accessories Manufacturing
						332996	Fabricated Pipe and Pipe Fitting Manufacturing
						332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
				333	Machinery Manufacturing		
						333111	Farm Machinery and Equipment Manufacturing
						333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing
						333120	Construction Machinery Manufacturing
						333131	Mining Machinery and Equipment Manufacturing
						333132	Oil and Gas Field Machinery and Equipment Manufacturing
						333241	Food Product Machinery Manufacturing
						333242	Semiconductor Machinery Manufacturing
						333243	Sawmill, Woodworking, and Paper Machinery Manufacturing
						333248	All Other Industrial Machinery Manufacturing
						333310	Commercial and Service Industry Machinery Manufacturing
						333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
						333414	Heating Equipment (except Warm Air Furnaces) Manufacturing
						333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturin
						333511	Industrial Mold Manufacturing
						333514	Special Die and Tool, Die Set, Jig, and Fixture Manufacturing
						333515	Cutting Tool and Machine Tool Accessory Manufacturing
						333517	Machine Tool Manufacturing
						333519	Rolling Mill and Other Metalworking Machinery Manufacturing
						333611	Turbine and Turbine Generator Set Units Manufacturing
						333612	Speed Changer, Industrial High-Speed Drive, and Gear Manufacturing
						333613	Mechanical Power Transmission Equipment Manufacturing
						333618	Other Engine Equipment Manufacturing
						333912	Air and Gas Compressor Manufacturing
						333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing
						333921	Elevator and Moving Stairway Manufacturing
						333922	Conveyor and Conveying Equipment Manufacturing
						333923	Overhead Traveling Crane, Hoist, and Monorail System Manufacturing
						333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing
						333991	Power-Driven Handtool Manufacturing
						333992	Welding and Soldering Equipment Manufacturing
						333993	Packaging Machinery Manufacturing
						333994	Industrial Process Furnace and Oven Manufacturing
						333995	Fluid Power Cylinder and Actuator Manufacturing
						333996	Fluid Power Pump and Motor Manufacturing
						333998	All Other Miscellaneous General Purpose Machinery Manufacturing
				334	Computer and Electronic Product Manufacturing		
						334111	Electronic Computer Manufacturing
						334112	Computer Storage Device Manufacturing
						334118	Computer Terminal and Other Computer Peripheral Equipment Manufacturing
						334210	Telephone Apparatus Manufacturing
						334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing
						334290	Other Communications Equipment Manufacturing
						334310	Audio and Video Equipment Manufacturing
						334412	Bare Printed Circuit Board Manufacturing
						334413	Semiconductor and Related Device Manufacturing
						334416	Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing
						334417	Electronic Connector Manufacturing
						334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing
						334419	Other Electronic Component Manufacturing
						334510	Electromedical and Electrotherapeutic Apparatus Manufacturing
						334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing
						334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
						334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables
						334514	Totalizing Fluid Meter and Counting Device Manufacturing
						334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals
						334516	Analytical Laboratory Instrument Manufacturing
						334517	Irradiation Apparatus Manufacturing
						334519	Other Measuring and Controlling Device Manufacturing
						334610	Manufacturing and Reproducing Magnetic and Optical Media

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		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
				335	Electrical Equipment, Appliance, and Component Manufacturing		
						335131	Residential Electric Lighting Fixture Manufacturing
						335132	Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing
						335139	Electric Lamp Bulb and Other Lighting Equipment Manufacturing
						335210	Small Electrical Appliance Manufacturing
						335220	Major Household Appliance Manufacturing
						335311	Power, Distribution, and Specialty Transformer Manufacturing
						335312	Motor and Generator Manufacturing
						335313	Switchgear and Switchboard Apparatus Manufacturing
						335314	Relay and Industrial Control Manufacturing
						335910	Battery Manufacturing
						335921	Fiber Optic Cable Manufacturing
						335929	Other Communication and Energy Wire Manufacturing
						335931	Current-Carrying Wiring Device Manufacturing
						335932	Noncurrent-Carrying Wiring Device Manufacturing
						335991	Carbon and Graphite Product Manufacturing
						335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing
				336	Transportation Equipment Manufacturing		
						336110	Automobile and Light Duty Motor Vehicle Manufacturing
						336120	Heavy Duty Truck Manufacturing
						336211	Motor Vehicle Body Manufacturing
						336212	Truck Trailer Manufacturing
						336213	Motor Home Manufacturing
						336214	Travel Trailer and Camper Manufacturing
						336310	Motor Vehicle Gasoline Engine and Engine Parts Manufacturing
						336320	Motor Vehicle Electrical and Electronic Equipment Manufacturing
						336330	Motor Vehicle Steering and Suspension Components (except Spring) Manufacturing
						336340	Motor Vehicle Brake System Manufacturing
						336350	Motor Vehicle Transmission and Power Train Parts Manufacturing
						336360	Motor Vehicle Seating and Interior Trim Manufacturing
						336370	Motor Vehicle Metal Stamping
						336390	Other Motor Vehicle Parts Manufacturing
						336411	Aircraft Manufacturing
						336412	Aircraft Engine and Engine Parts Manufacturing
						336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing
						336414	Guided Missile and Space Vehicle Manufacturing
						336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing
						336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing
						336510	Railroad Rolling Stock Manufacturing
						336611	Ship Building and Repairing
						336612	Boat Building
						336991	Motorcycle, Bicycle, and Parts Manufacturing
						336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing
						336999	All Other Transportation Equipment Manufacturing
				337	Furniture and Related Product Manufacturing		
						337110	Wood Kitchen Cabinet and Countertop Manufacturing
						337121	Upholstered Household Furniture Manufacturing
						337122	Nonupholstered Wood Household Furniture Manufacturing
						337126	Household Furniture (except Wood and Upholstered) Manufacturing
						337127	Institutional Furniture Manufacturing
						337211	Wood Office Furniture Manufacturing
						337212	Custom Architectural Woodwork and Millwork Manufacturing
						337214	Office Furniture (except Wood) Manufacturing
						337215	Showcase, Partition, Shelving, and Locker Manufacturing
						337910	Mattress Manufacturing
						337920	Blind and Shade Manufacturing
				339	Miscellaneous Manufacturing		
						339112	Surgical and Medical Instrument Manufacturing
						339113	Surgical Appliance and Supplies Manufacturing
						339114	Dental Equipment and Supplies Manufacturing
						339115	Ophthalmic Goods Manufacturing
						339116	Dental Laboratories
						339910	Jewelry and Silverware Manufacturing
						339920	Sporting and Athletic Goods Manufacturing
						339930	Doll, Toy, and Game Manufacturing
						339940	Office Supplies (except Paper) Manufacturing
						339950	Sign Manufacturing
						339991	Gasket, Packing, and Sealing Device Manufacturing
						339992	Musical Instrument Manufacturing
						339993	Fastener, Button, Needle, and Pin Manufacturing
						339994	Broom, Brush, and Mop Manufacturing
						339995	Burial Casket Manufacturing
						339999	All Other Miscellaneous Manufacturing
	Wholesale Trade						
		42	Wholesale Trade				
				423	Merchant Wholesalers, Durable Goods		
						423110	Automobile and Other Motor Vehicle Merchant Wholesalers
						423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers
						423130	Tire and Tube Merchant Wholesalers
						423140	Motor Vehicle Parts (Used) Merchant Wholesalers
						423210	Furniture Merchant Wholesalers
						423220	Home Furnishing Merchant Wholesalers
						423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers
						423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
						423330	Roofing, Siding, and Insulation Material Merchant Wholesalers
						423390	Other Construction Material Merchant Wholesalers
						423410	Photographic Equipment and Supplies Merchant Wholesalers
						423420	Office Equipment Merchant Wholesalers
						423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
						423440	Other Commercial Equipment Merchant Wholesalers
						423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers
						423460	Ophthalmic Goods Merchant Wholesalers
						423490	Other Professional Equipment and Supplies Merchant Wholesalers
						423510	Metal Service Centers and Other Metal Merchant Wholesalers
						423520	Coal and Other Mineral and Ore Merchant Wholesalers
						423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
						423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers
						423690	Other Electronic Parts and Equipment Merchant Wholesalers
						423710	Hardware Merchant Wholesalers
						423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers
						423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers
						423740	Refrigeration Equipment and Supplies Merchant Wholesalers
						423810	Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers
						423820	Farm and Garden Machinery and Equipment Merchant Wholesalers
						423830	Industrial Machinery and Equipment Merchant Wholesalers
						423840	Industrial Supplies Merchant Wholesalers
						423850	Service Establishment Equipment and Supplies Merchant Wholesalers
						423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
						423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers
						423920	Toy and Hobby Goods and Supplies Merchant Wholesalers
						423930	Recyclable Material Merchant Wholesalers
						423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers
						423990	Other Miscellaneous Durable Goods Merchant Wholesalers

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		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
				424	Merchant Wholesalers, Nondurable Goods		
						424110	Printing and Writing Paper Merchant Wholesalers
						424120	Stationery and Office Supplies Merchant Wholesalers
						424130	Industrial and Personal Service Paper Merchant Wholesalers
						424210	Drugs and Druggists' Sundries Merchant Wholesalers
						424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers
						424340	Footwear Merchant Wholesalers
						424350	Clothing and Clothing Accessories Merchant Wholesalers
						424410	General Line Grocery Merchant Wholesalers
						424420	Packaged Frozen Food Merchant Wholesalers
						424430	Dairy Product (except Dried or Canned) Merchant Wholesalers
						424440	Poultry and Poultry Product Merchant Wholesalers
						424450	Confectionery Merchant Wholesalers
						424460	Fish and Seafood Merchant Wholesalers
						424470	Meat and Meat Product Merchant Wholesalers
						424480	Fresh Fruit and Vegetable Merchant Wholesalers
						424490	Other Grocery and Related Products Merchant Wholesalers
						424510	Grain and Field Bean Merchant Wholesalers
						424520	Livestock Merchant Wholesalers
						424590	Other Farm Product Raw Material Merchant Wholesalers
						424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers
						424690	Other Chemical and Allied Products Merchant Wholesalers
						424710	Petroleum Bulk Stations and Terminals
						424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)
						424810	Beer and Ale Merchant Wholesalers
						424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers
						424910	Farm Supplies Merchant Wholesalers
						424920	Book, Periodical, and Newspaper Merchant Wholesalers
						424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers
						424940	Tobacco Product and Electronic Cigarette Merchant Wholesalers
						424950	Paint, Varnish, and Supplies Merchant Wholesalers
						424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers
				425	Wholesale Trade Agents and Brokers		
						425120	Wholesale Trade Agents and Brokers
	Transportation, Warehousing and Utilities						
		22	Utilities				
				221	Utilities		
						221111	Hydroelectric Power Generation
						221112	Fossil Fuel Electric Power Generation
						221113	Nuclear Electric Power Generation
						221114	Solar Electric Power Generation
						221115	Wind Electric Power Generation
						221116	Geothermal Electric Power Generation
						221117	Biomass Electric Power Generation
						221118	Other Electric Power Generation
						221121	Electric Bulk Power Transmission and Control
						221122	Electric Power Distribution
						221210	Natural Gas Distribution
						221310	Water Supply and Irrigation Systems
						221320	Sewage Treatment Facilities
						221330	Steam and Air-Conditioning Supply
		48-49	Transportation and Warehousing				
				481	Air Transportation		
						481111	Scheduled Passenger Air Transportation
						481112	Scheduled Freight Air Transportation
						481211	Nonscheduled Chartered Passenger Air Transportation
						481212	Nonscheduled Chartered Freight Air Transportation
						481219	Other Nonscheduled Air Transportation
				482	Rail Transportation		
						482111	Line-Haul Railroads
						482112	Short Line Railroads
				483	Water Transportation		
						483111	Deep Sea Freight Transportation
						483112	Deep Sea Passenger Transportation
						483113	Coastal and Great Lakes Freight Transportation
						483114	Coastal and Great Lakes Passenger Transportation
						483211	Inland Water Freight Transportation
						483212	Inland Water Passenger Transportation
				484	Truck Transportation		
						484110	General Freight Trucking, Local
						484121	General Freight Trucking, Long-Distance, Truckload
						484122	General Freight Trucking, Long-Distance, Less Than Truckload
						484210	Used Household and Office Goods Moving
						484220	Specialized Freight (except Used Goods) Trucking, Local
						484230	Specialized Freight (except Used Goods) Trucking, Long-Distance
				485	Transit and Ground Passenger Transportation		
						485111	Mixed Mode Transit Systems
						485112	Commuter Rail Systems
						485113	Bus and Other Motor Vehicle Transit Systems
						485119	Other Urban Transit Systems
						485210	Interurban and Rural Bus Transportation
						485310	Taxi and Ridesharing Services
						485320	Limousine Service
						485410	School and Employee Bus Transportation
						485510	Charter Bus Industry
						485991	Special Needs Transportation
						485999	All Other Transit and Ground Passenger Transportation
				486	Pipeline Transportation		
						486110	Pipeline Transportation of Crude Oil
						486210	Pipeline Transportation of Natural Gas
						486910	Pipeline Transportation of Refined Petroleum Products
						486990	All Other Pipeline Transportation
				487	Scenic and Sightseeing Transportation		
						487110	Scenic and Sightseeing Transportation, Land
						487210	Scenic and Sightseeing Transportation, Water
						487990	Scenic and Sightseeing Transportation, Other
				488	Support Activities for Transportation		
						488111	Air Traffic Control
						488119	Other Airport Operations
						488190	Other Support Activities for Air Transportation
						488210	Support Activities for Rail Transportation
						488310	Port and Harbor Operations
						488320	Marine Cargo Handling
						488330	Navigational Services to Shipping
						488390	Other Support Activities for Water Transportation
						488410	Motor Vehicle Towing
						488490	Other Support Activities for Road Transportation
						488510	Freight Transportation Arrangement
						488991	Packing and Crating
						488999	All Other Support Activities for Transportation
				491	Postal Service		
						491110	Postal Service
				492	Couriers and Messengers		
						492110	Couriers and Express Delivery Services
						492210	Local Messengers and Local Delivery
				493	Warehousing and Storage		
						493110	General Warehousing and Storage
						493120	Refrigerated Warehousing and Storage
						493130	Farm Product Warehousing and Storage
						493190	Other Warehousing and Storage

TUMF Non-Residential Category Detailed NAICS Correspondence

TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code		NAICS Three Digit Code		NAICS Six Digit Code	
		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
Retail							
	Retail Trade						
		44-45	**Retail Trade**				
				441	**Motor Vehicle and Parts Dealers**		
						441110	New Car Dealers
						441120	Used Car Dealers
						441210	Recreational Vehicle Dealers
						441222	Boat Dealers
						441227	Motorcycle, ATV, and All Other Motor Vehicle Dealers
						441330	Automotive Parts and Accessories Retailers
						441340	Tire Dealers
				444	**Building Material and Garden Equipment and Supplies Dealers**		
						444110	Home Centers
						444120	Paint and Wallpaper Retailers
						444140	Hardware Retailers
						444180	Other Building Material Dealers
						444230	Outdoor Power Equipment Retailers
						444240	Nursery, Garden Center, and Farm Supply Retailers
				445	**Food and Beverage Retailers**		
						445110	Supermarkets and Other Grocery Retailers (except Convenience Retailers)
						445131	Convenience Retailers
						445132	Vending Machine Operators
						445230	Fruit and Vegetable Retailers
						445240	Meat Retailers
						445250	Fish and Seafood Retailers
						445291	Baked Goods Retailers
						445292	Confectionery and Nut Retailers
						445298	All Other Specialty Food Retailers
						445320	Beer, Wine, and Liquor Retailers
				449	**Furniture, Home Furnishings, Electronics, and Appliance Retailers**		
						449110	Furniture Retailers
						449121	Floor Covering Retailers
						449122	Window Treatment Retailers
						449129	All Other Home Furnishings Retailers
						449210	Electronics and Appliance Retailers
				455	**General Merchandise Retailers**		
						455110	Department Stores
						455211	Warehouse Clubs and Supercenters
						455219	All Other General Merchandise Retailers
				456	**Health and Personal Care Retailers**		
						456110	Pharmacies and Drug Retailers
						456120	Cosmetics, Beauty Supplies, and Perfume Retailers
						456130	Optical Goods Retailers
						456191	Food (Health) Supplement Retailers
						456199	All Other Health and Personal Care Retailers
				457	**Gasoline Stations and Fuel Dealers**		
						457110	Gasoline Stations with Convenience Stores
						457120	Other Gasoline Stations
						457210	Fuel Dealers
				458	**Clothing, Clothing Accessories, Shoe, and Jewelry Retailers**		
						458110	Clothing and Clothing Accessories Retailers
						458210	Shoe Retailers
						458310	Jewelry Retailers
						458320	Luggage and Leather Goods Retailers
				459	**Sporting Goods, Hobby, Musical Instrument, Book, and Miscellaneous Retailers**		
						459110	Sporting Goods Retailers
						459120	Hobby, Toy, and Game Retailers
						459130	Sewing, Needlework, and Piece Goods Retailers
						459140	Musical Instrument and Supplies Retailers
						459210	Book Retailers and News Dealers
						459310	Florists
						459410	Office Supplies and Stationery Retailers
						459420	Gift, Novelty, and Souvenir Retailers
						459510	Used Merchandise Retailers
						459910	Pet and Pet Supplies Retailers
						459920	Art Dealers
						459930	Manufactured (Mobile) Home Dealers
						459991	Tobacco, Electronic Cigarette, and Other Smoking Supplies Retailers
						459999	All Other Miscellaneous Retailers

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TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code	NAICS Two Digit Code NAICS Title	NAICS Three Digit Code	NAICS Three Digit Code NAICS Title	NAICS Six Digit Code	NAICS Six Digit Code NAICS Title
Service							
	Information						
		51	**Information**				
				512	**Motion Picture and Sound Recording Industries**		
						512110	Motion Picture and Video Production
						512120	Motion Picture and Video Distribution
						512131	Motion Picture Theaters (except Drive-Ins)
						512132	Drive-In Motion Picture Theaters
						512191	Teleproduction and Other Postproduction Services
						512199	Other Motion Picture and Video Industries
						512230	Music Publishers
						512240	Sound Recording Studios
						512250	Record Production and Distribution
						512290	Other Sound Recording Industries
				513	**Publishing Industries**		
						513110	Newspaper Publishers
						513120	Periodical Publishers
						513130	Book Publishers
						513140	Directory and Mailing List Publishers
						513191	Greeting Card Publishers
						513199	All Other Publishers
						513210	Software Publishers
				516	**Broadcasting and Content Providers**		
						516110	Radio Broadcasting Stations
						516120	Television Broadcasting Stations
						516210	Media Streaming Distribution Services, Social Networks, and Other Media Networks and Content Providers
				517	**Telecommunications**		
						517111	Wired Telecommunications Carriers
						517112	Wireless Telecommunications Carriers (except Satellite)
						517121	Telecommunications Resellers
						517122	Agents for Wireless Telecommunications Services
						517410	Satellite Telecommunications
						517810	All Other Telecommunications
				518	**Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services**		
						518210	Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services
				519	**Web Search Portals, Libraries, Archives, and Other Information Services**		
						519210	Libraries and Archives
						519290	Web Search Portals and All Other Information Services
	Financial Activities						
		52	**Finance and Insurance**				
				521	**Monetary Authorities-Central Bank**		
						521110	Monetary Authorities-Central Bank
				522	**Credit Intermediation and Related Activities**		
						522110	Commercial Banking
						522130	Credit Unions
						522180	Savings Institutions and Other Depository Credit Intermediation
						522210	Credit Card Issuing
						522220	Sales Financing
						522291	Consumer Lending
						522292	Real Estate Credit
						522299	International, Secondary Market, and All Other Nondepository Credit Intermediation
						522310	Mortgage and Nonmortgage Loan Brokers
						522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities
						522390	Other Activities Related to Credit Intermediation
				523	**Securities, Commodity Contracts, and Other Financial Investments and Related Activities**		
						523150	Investment Banking and Securities Intermediation
						523160	Commodity Contracts Intermediation
						523210	Securities and Commodity Exchanges
						523910	Miscellaneous Intermediation
						523940	Portfolio Management and Investment Advice
						523991	Trust, Fiduciary, and Custody Activities
						523999	Miscellaneous Financial Investment Activities
				524	**Insurance Carriers and Related Activities**		
						524113	Direct Life Insurance Carriers
						524114	Direct Health and Medical Insurance Carriers
						524126	Direct Property and Casualty Insurance Carriers
						524127	Direct Title Insurance Carriers
						524128	Other Direct Insurance (except Life, Health, and Medical) Carriers
						524130	Reinsurance Carriers
						524210	Insurance Agencies and Brokerages
						524291	Claims Adjusting
						524292	Pharmacy Benefit Management and Other Third Party Administration of Insurance and Pension Funds
						524298	All Other Insurance Related Activities
				525	**Funds, Trusts, and Other Financial Vehicles**		
						525110	Pension Funds
						525120	Health and Welfare Funds
						525190	Other Insurance Funds
						525910	Open-End Investment Funds
						525920	Trusts, Estates, and Agency Accounts
						525990	Other Financial Vehicles
		53	**Real Estate and Rental and Leasing**				
				531	**Real Estate**		
						531110	Lessors of Residential Buildings and Dwellings
						531120	Lessors of Nonresidential Buildings (except Miniwarehouses)
						531130	Lessors of Miniwarehouses and Self-Storage Units
						531190	Lessors of Other Real Estate Property
						531210	Offices of Real Estate Agents and Brokers
						531311	Residential Property Managers
						531312	Nonresidential Property Managers
						531320	Offices of Real Estate Appraisers
						531390	Other Activities Related to Real Estate
				532	**Rental and Leasing Services**		
						532111	Passenger Car Rental
						532112	Passenger Car Leasing
						532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing
						532210	Consumer Electronics and Appliances Rental
						532281	Formal Wear and Costume Rental
						532282	Video Tape and Disc Rental
						532283	Home Health Equipment Rental
						532284	Recreational Goods Rental
						532289	All Other Consumer Goods Rental
						532310	General Rental Centers
						532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing
						532412	Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing
						532420	Office Machinery and Equipment Rental and Leasing
						532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing
				533	**Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)**		
						533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)

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TUMF Category	SCAG RTP/SCS	NAICS Two Digit Code		NAICS Three Digit Code		NAICS Six Digit Code	
	Employment Categories	NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
	Professional and Business Services						
		54	Professional, Scientific, and Technical Services				
				541	Professional, Scientific, and Technical Services		
						541110	Offices of Lawyers
						541120	Offices of Notaries
						541191	Title Abstract and Settlement Offices
						541199	All Other Legal Services
						541211	Offices of Certified Public Accountants
						541213	Tax Preparation Services
						541214	Payroll Services
						541219	Other Accounting Services
						541310	Architectural Services
						541320	Landscape Architectural Services
						541330	Engineering Services
						541340	Drafting Services
						541350	Building Inspection Services
						541360	Geophysical Surveying and Mapping Services
						541370	Surveying and Mapping (except Geophysical) Services
						541380	Testing Laboratories and Services
						541410	Interior Design Services
						541420	Industrial Design Services
						541430	Graphic Design Services
						541490	Other Specialized Design Services
						541511	Custom Computer Programming Services
						541512	Computer Systems Design Services
						541513	Computer Facilities Management Services
						541519	Other Computer Related Services
						541611	Administrative Management and General Management Consulting Services
						541612	Human Resources Consulting Services
						541613	Marketing Consulting Services
						541614	Process, Physical Distribution, and Logistics Consulting Services
						541618	Other Management Consulting Services
						541620	Environmental Consulting Services
						541690	Other Scientific and Technical Consulting Services
						541713	Research and Development in Nanotechnology
						541714	Research and Development in Biotechnology (except Nanobiotechnology)
						541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)
						541720	Research and Development in the Social Sciences and Humanities
						541810	Advertising Agencies
						541820	Public Relations Agencies
						541830	Media Buying Agencies
						541840	Media Representatives
						541850	Indoor and Outdoor Display Advertising
						541860	Direct Mail Advertising
						541870	Advertising Material Distribution Services
						541890	Other Services Related to Advertising
						541910	Marketing Research and Public Opinion Polling
						541921	Photography Studios, Portrait
						541922	Commercial Photography
						541930	Translation and Interpretation Services
						541940	Veterinary Services
						541990	All Other Professional, Scientific, and Technical Services
		55	Management of Companies and Enterprises				
				551	Management of Companies and Enterprises		
						551111	Offices of Bank Holding Companies
						551112	Offices of Other Holding Companies
						551114	Corporate, Subsidiary, and Regional Managing Offices
		56	Administrative and Support and Waste Management and Remediation Services				
				561	Administrative and Support Services		
						561110	Office Administrative Services
						561210	Facilities Support Services
						561311	Employment Placement Agencies
						561312	Executive Search Services
						561320	Temporary Help Services
						561330	Professional Employer Organizations
						561410	Document Preparation Services
						561421	Telephone Answering Services
						561422	Telemarketing Bureaus and Other Contact Centers
						561431	Private Mail Centers
						561439	Other Business Service Centers (including Copy Shops)
						561440	Collection Agencies
						561450	Credit Bureaus
						561491	Repossession Services
						561492	Court Reporting and Stenotype Services
						561499	All Other Business Support Services
						561510	Travel Agencies
						561520	Tour Operators
						561591	Convention and Visitors Bureaus
						561599	All Other Travel Arrangement and Reservation Services
						561611	Investigation and Personal Background Check Services
						561612	Security Guards and Patrol Services
						561613	Armored Car Services
						561621	Security Systems Services (except Locksmiths)
						561622	Locksmiths
						561710	Exterminating and Pest Control Services
						561720	Janitorial Services
						561730	Landscaping Services
						561740	Carpet and Upholstery Cleaning Services
						561790	Other Services to Buildings and Dwellings
						561910	Packaging and Labeling Services
						561920	Convention and Trade Show Organizers
						561990	All Other Support Services
				562	Waste Management and Remediation Services		
						562111	Solid Waste Collection
						562112	Hazardous Waste Collection
						562119	Other Waste Collection
						562211	Hazardous Waste Treatment and Disposal
						562212	Solid Waste Landfill
						562213	Solid Waste Combustors and Incinerators
						562219	Other Nonhazardous Waste Treatment and Disposal
						562910	Remediation Services
						562920	Materials Recovery Facilities
						562991	Septic Tank and Related Services
						562998	All Other Miscellaneous Waste Management Services

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TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code	NAICS Two Digit Code Title	NAICS Three Digit Code	NAICS Three Digit Code Title	NAICS Six Digit Code	NAICS Six Digit Code Title
	Education and Health Services	61	Educational Services				
				611	Educational Services		
						611110	Elementary and Secondary Schools
						611210	Junior Colleges
						611310	Colleges, Universities, and Professional Schools
						611410	Business and Secretarial Schools
						611420	Computer Training
						611430	Professional and Management Development Training
						611511	Cosmetology and Barber Schools
						611512	Flight Training
						611513	Apprenticeship Training
						611519	Other Technical and Trade Schools
						611610	Fine Arts Schools
						611620	Sports and Recreation Instruction
						611630	Language Schools
						611691	Exam Preparation and Tutoring
						611692	Automobile Driving Schools
						611699	All Other Miscellaneous Schools and Instruction
						611710	Educational Support Services
		62	Health Care and Social Assistance				
				621	Ambulatory Health Care Services		
						621111	Offices of Physicians (except Mental Health Specialists)
						621112	Offices of Physicians, Mental Health Specialists
						621210	Offices of Dentists
						621310	Offices of Chiropractors
						621320	Offices of Optometrists
						621330	Offices of Mental Health Practitioners (except Physicians)
						621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists
						621391	Offices of Podiatrists
						621399	Offices of All Other Miscellaneous Health Practitioners
						621410	Family Planning Centers
						621420	Outpatient Mental Health and Substance Abuse Centers
						621491	HMO Medical Centers
						621492	Kidney Dialysis Centers
						621493	Freestanding Ambulatory Surgical and Emergency Centers
						621498	All Other Outpatient Care Centers
						621511	Medical Laboratories
						621512	Diagnostic Imaging Centers
						621610	Home Health Care Services
						621910	Ambulance Services
						621991	Blood and Organ Banks
						621999	All Other Miscellaneous Ambulatory Health Care Services
				622	Hospitals		
						622110	General Medical and Surgical Hospitals
						622210	Psychiatric and Substance Abuse Hospitals
						622310	Specialty (except Psychiatric and Substance Abuse) Hospitals
				623	Nursing and Residential Care Facilities		
						623110	Nursing Care Facilities (Skilled Nursing Facilities)
						623210	Residential Intellectual and Developmental Disability Facilities
						623220	Residential Mental Health and Substance Abuse Facilities
						623311	Continuing Care Retirement Communities
						623312	Assisted Living Facilities for the Elderly
						623990	Other Residential Care Facilities
				624	Social Assistance		
						624110	Child and Youth Services
						624120	Services for the Elderly and Persons with Disabilities
						624190	Other Individual and Family Services
						624210	Community Food Services
						624221	Temporary Shelters
						624229	Other Community Housing Services
						624230	Emergency and Other Relief Services
						624310	Vocational Rehabilitation Services
						624410	Child Care Services
	Leisure and Hospitality	71	Arts, Entertainment, and Recreation				
				711	Performing Arts, Spectator Sports, and Related Industries		
						711110	Theater Companies and Dinner Theaters
						711120	Dance Companies
						711130	Musical Groups and Artists
						711190	Other Performing Arts Companies
						711211	Sports Teams and Clubs
						711212	Racetracks
						711219	Other Spectator Sports
						711310	Promoters of Performing Arts, Sports, and Similar Events with Facilities
						711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities
						711410	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures
						711510	Independent Artists, Writers, and Performers
				712	Museums, Historical Sites, and Similar Institutions		
						712110	Museums
						712120	Historical Sites
						712130	Zoos and Botanical Gardens
						712190	Nature Parks and Other Similar Institutions
				713	Amusement, Gambling, and Recreation Industries		
						713110	Amusement and Theme Parks
						713120	Amusement Arcades
						713210	Casinos (except Casino Hotels)
						713290	Other Gambling Industries
						713910	Golf Courses and Country Clubs
						713920	Skiing Facilities
						713930	Marinas
						713940	Fitness and Recreational Sports Centers
						713950	Bowling Centers
						713990	All Other Amusement and Recreation Industries

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TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code		NAICS Three Digit Code		NAICS Six Digit Code	
		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
		72	Accommodation and Food Services				
				721	Accommodation		
						721110	Hotels (except Casino Hotels) and Motels
						721120	Casino Hotels
						721191	Bed-and-Breakfast Inns
						721199	All Other Traveler Accommodation
						721211	RV (Recreational Vehicle) Parks and Campgrounds
						721214	Recreational and Vacation Camps (except Campgrounds)
						721310	Rooming and Boarding Houses, Dormitories, and Workers' Camps
				722	Food Services and Drinking Places		
						722310	Food Service Contractors
						722320	Caterers
						722330	Mobile Food Services
						722410	Drinking Places (Alcoholic Beverages)
						722511	Full-Service Restaurants
						722513	Limited-Service Restaurants
						722514	Cafeterias, Grill Buffets, and Buffets
						722515	Snack and Nonalcoholic Beverage Bars
	Other Service						
		81	Other Services (except Public Administration)				
				811	Repair and Maintenance		
						811111	General Automotive Repair
						811114	Specialized Automotive Repair
						811121	Automotive Body, Paint, and Interior Repair and Maintenance
						811122	Automotive Glass Replacement Shops
						811191	Automotive Oil Change and Lubrication Shops
						811192	Car Washes
						811198	All Other Automotive Repair and Maintenance
						811210	Electronic and Precision Equipment Repair and Maintenance
						811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
						811411	Home and Garden Equipment Repair and Maintenance
						811412	Appliance Repair and Maintenance
						811420	Reupholstery and Furniture Repair
						811430	Footwear and Leather Goods Repair
						811490	Other Personal and Household Goods Repair and Maintenance
				812	Personal and Laundry Services		
						812111	Barber Shops
						812112	Beauty Salons
						812113	Nail Salons
						812191	Diet and Weight Reducing Centers
						812199	Other Personal Care Services
						812210	Funeral Homes and Funeral Services
						812220	Cemeteries and Crematories
						812310	Coin-Operated Laundries and Drycleaners
						812320	Drycleaning and Laundry Services (except Coin-Operated)
						812331	Linen Supply
						812332	Industrial Launderers
						812910	Pet Care (except Veterinary) Services
						812921	Photofinishing Laboratories (except One-Hour)
						812922	One-Hour Photofinishing
						812930	Parking Lots and Garages
						812990	All Other Personal Services
				813	Religious, Grantmaking, Civic, Professional, and Similar Organizations		
						813110	Religious Organizations
						813211	Grantmaking Foundations
						813212	Voluntary Health Organizations
						813219	Other Grantmaking and Giving Services
						813311	Human Rights Organizations
						813312	Environment, Conservation and Wildlife Organizations
						813319	Other Social Advocacy Organizations
						813410	Civic and Social Organizations
						813910	Business Associations
						813920	Professional Organizations
						813930	Labor Unions and Similar Labor Organizations
						813940	Political Organizations
						813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)
				814	Private Households		
						814110	Private Households

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TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code		NAICS Three Digit Code		NAICS Six Digit Code	
		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS Title
Government/Public Sector							
	Government						
		92	**Public Administration**				
				921	**Executive, Legislative, and Other General Government Support**		
						921110	Executive Offices
						921120	Legislative Bodies
						921130	Public Finance Activities
						921140	Executive and Legislative Offices, Combined
						921150	American Indian and Alaska Native Tribal Governments
						921190	Other General Government Support
				922	**Justice, Public Order, and Safety Activities**		
						922110	Courts
						922120	Police Protection
						922130	Legal Counsel and Prosecution
						922140	Correctional Institutions
						922150	Parole Offices and Probation Offices
						922160	Fire Protection
						922190	Other Justice, Public Order, and Safety Activities
				923	**Administration of Human Resource Programs**		
						923110	Administration of Education Programs
						923120	Administration of Public Health Programs
						923130	Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs Programs)
						923140	Administration of Veterans' Affairs
				924	**Administration of Environmental Quality Programs**		
						924110	Administration of Air and Water Resource and Solid Waste Management Programs
						924120	Administration of Conservation Programs
				925	**Administration of Housing Programs, Urban Planning, and Community Development**		
						925110	Administration of Housing Programs
						925120	Administration of Urban Planning and Community and Rural Development
				926	**Administration of Economic Programs**		
						926110	Administration of General Economic Programs
						926120	Regulation and Administration of Transportation Programs
						926130	Regulation and Administration of Communications, Electric, Gas, and Other Utilities
						926140	Regulation of Agricultural Marketing and Commodities
						926150	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors
				927	**Space Research and Technology**		
						927110	Space Research and Technology
				928	**National Security and International Affairs**		
						928110	National Security
						928120	International Affairs

Source: SCAG 2020 RTP/SCS
California Employment Development Department (EDD)
US Census Bureau, North American Industry Classification System (NAICS), 2022

Appendix C - Western Riverside County Traffic Growth 2018 – 2045

Existing (2018) and future (2045) traffic data were derived from RivCoM. The model area of coverage, level of roadway network and TAZ detail, and application on other regional transportation study efforts represented RivCoM as the appropriate tool for evaluating traffic growth as part of the Nexus Study.

The forecasts of existing and future congestion levels were derived from the Year 2018 Existing and Year 2045 No-Build scenarios, respectively. The 2018 Existing and 2045 No-Build scenarios were developed using RivCoM to model 2018 and 2045 SED, respectively, as derived from the SCAG 2020 RTP/SCS adopted SED forecasts, on the transportation network as it existed in 2021. The 2018 existing transportation network represents the most recent baseline network developed for RivCoM, and only reflects the inclusion of those projects that were funded, committed and under construction at that time, and therefore imminently to be part of the baseline transportation system in 2018. For the purposes of the TUMF network analysis, additional improvements on the TUMF arterial highway network that were either completed or under construction in the period between 2018 and December 2021 were added to the network to create a 2021 existing network. The 2021 existing network was subsequently modeled in RivCoM using both 2018 and 2045 SED to provide the 2018 Baseline and 2045 No-Build scenarios as the basis for comparison and analysis. The 2045 No-Build scenario did not include transportation improvements that are planned as part of the recently adopted SCAG 2020 RTP/SCS on the basis they are uncommitted (meaning that their implementation is dependent on securing future funding and approval). Inclusion of the uncommitted improvements masks the congestion effects of increasing travel. Inclusion of these improvements and the resultant masking is not appropriate for this analysis aimed at identifying the effects of increasing travel if improvements were not built.

The WRCOG TUMF study area was extracted from RivCoM for the purpose of calculating the following measures for Western Riverside County only. Traffic growth impacts for each of the two scenarios were calculated using the TransCAD platform.

- Total daily vehicle miles of travel (VMT),
- Total daily VMT on facilities experiencing LOS E or worse.
- Total daily vehicle hours of travel (VHT), and
- Total combined daily vehicle hours of delay (VHD)

The following formulas were used to calculate the respective values.

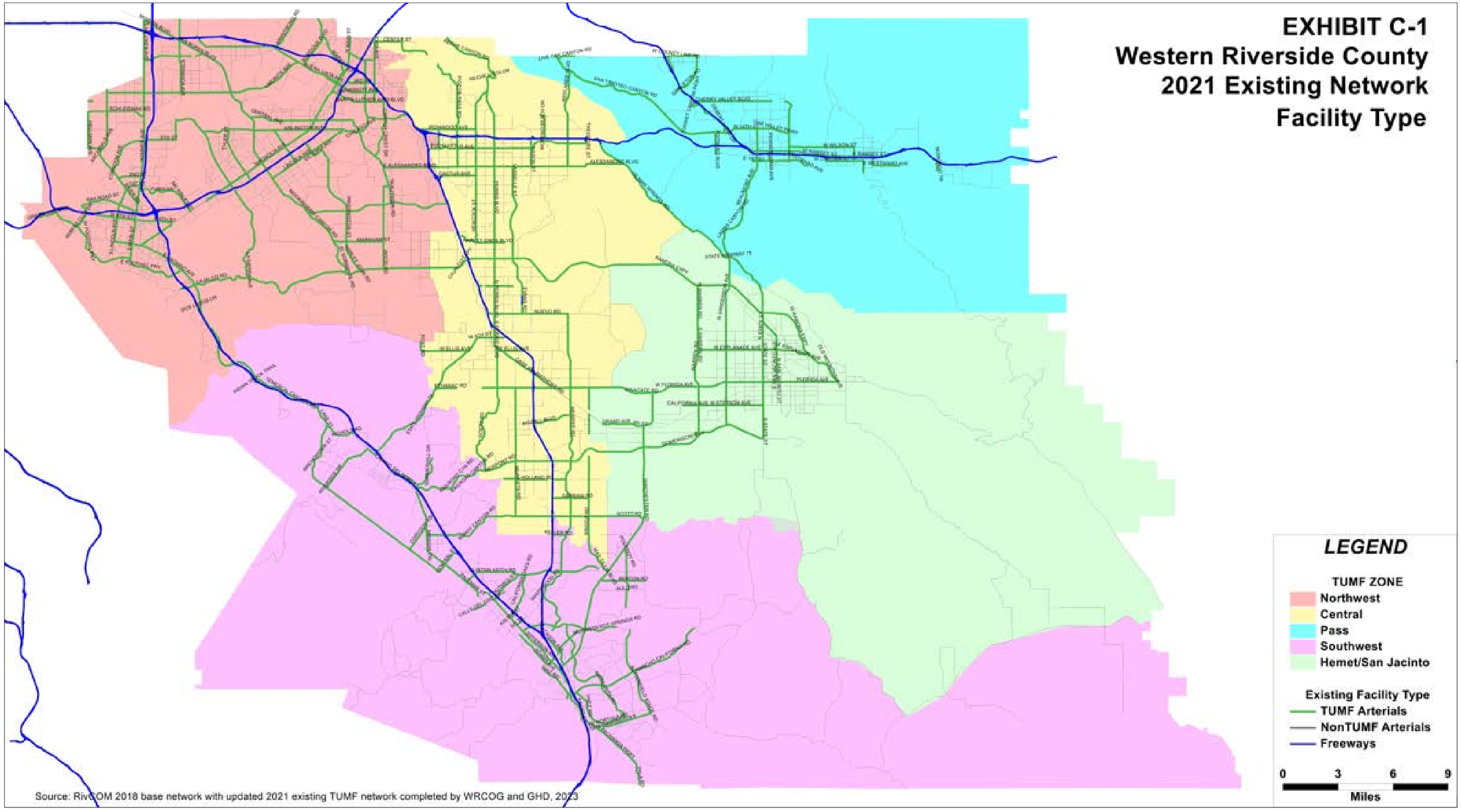
- VMT = Link Distance * Total Daily Volume
- VHT = Average Loaded (Congested) Link Travel Time * Total Daily Volume
- VHD = VHT – (Free-flow (Uncongested) Link Travel Time * Total Daily Volume)
- VMT LOS E or F = VMT (on links where Daily V/C exceeded 0.90)[13]

[13] LOS Thresholds for LOS E are based on the 2010 Edition of the Highway Capacity Manual (Transportation Research Board, National Research Council, Washington, D.C., 2010) LOS Maximum V/C Criteria for Multilane Highways with 45 mph Free Flow Speed (Exhibit 14-5, Chapter 14, Page 14-5).

RivCoM breaks down its roadway network into functional categories called assignment groups. The measures were calculated selectively for all facilities, freeways only, arterials only, and TUMF arterials only by including and excluding different assignment groups and facilities. For the calculation of measures on "all facilities", only the centroid connectors were excluded. Arterial values excluded all mixed-flow to carpool lane connector ramps, freeways, carpool lanes, centroid connectors, and freeway-to-freeway connector ramps, respectively. Freeways were defined as including mixed-flow to carpool lane connector ramps, freeways, carpool lanes, and freeway-to-freeway connector ramps, respectively.

The 2021 Existing Network by Facility Type is included in this Appendix as **Exhibit C-1**. The 2021 existing network was used as the basis for the 2018 Existing and 2045 No-Build scenarios by modeling 2018 and 2045 SED, respectively, on the 2021 existing network using RivCoM to determine the comparative effects of population, household an employment growth in the region. The results of the analysis of existing and future congestion levels are presented for peak periods in **Exhibit C-2** and for daily in **Exhibit C-3** in this Appendix and extracted for the combined peak periods in **Table 3.1** of the study report**.**

EXHIBIT C-1
Western Riverside County
2021 Existing Network
Facility Type



Source: RivCOM 2018 base network with updated 2021 existing TUMF network completed by WRCOG and GHD, 2023

EXHIBIT C-2

Western Riverside County
Regional Highway System Measures of Performance (2018 - 2045) – Peak Periods

Measures of Performance	AM Peak				PM Peak			
	2018	2045	% Change	% Annual	2018	2045	% Change	% Annual
VMT - Total ALL FACILITIES	10,324,900	13,225,039	28%	0.9%	12,959,824	16,672,215	29%	0.9%
VMT - FREEWAYS	5,877,972	6,720,682	14%	0.5%	7,636,550	8,769,602	15%	0.5%
VMT - ALL ARTERIALS	4,446,928	6,504,357	46%	1.4%	5,323,274	7,902,613	48%	1.5%
TOTAL - TUMF ARTERIAL VMT	**2,793,846**	**3,826,810**	37%	1.2%	**3,423,139**	**4,770,390**	39%	1.2%
VHT - TOTAL ALL FACILITIES	251,133	435,243	73%	2.1%	290,218	480,196	65%	1.9%
VHT - FREEWAYS	120,257	186,102	55%	1.6%	143,535	213,027	48%	1.5%
VHT - ALL ARTERIALS	130,875	249,142	90%	2.4%	146,683	267,169	82%	2.2%
TOTAL TUMF ARTERIAL VHT	**81,578**	**154,106**	89%	2.4%	**92,877**	**166,763**	80%	2.2%
VHD - TOTAL ALL FACILITIES	57,989	177,814	207%	4.2%	50,911	160,242	215%	4.3%
VHD - FREEWAYS	34,221	86,616	153%	3.5%	31,935	84,033	163%	3.6%
VHD - ALL ARTERIALS	23,768	91,198	284%	5.1%	18,977	76,209	302%	5.3%
TOTAL TUMF ARTERIAL VHD	**18,024**	**66,789**	271%	5.0%	**15,225**	**58,074**	281%	5.1%
VMT LOS E & F - TOTAL ALL FACILITIES	2,960,551	6,364,419	115%	2.9%	2,644,519	7,005,063	165%	3.7%
VMT LOS E & F - FREEWAYS	2,435,804	4,276,258	76%	2.1%	2,289,667	5,040,633	120%	3.0%
VMT LOS E & F - ALL ARTERIALS	524,747	2,088,161	298%	5.2%	354,852	1,964,430	454%	6.5%
TOTAL TUMF ARTERIAL VMT w/ LOS E & F	**448,168**	**1,585,571**	254%	4.8%	**317,614**	**1,598,561**	403%	6.2%
% of TUMF ARTERIAL VMT w/ LOS E & F	**16%**	**41%**			**9%**	**34%**		

* Based on RivCoM 2018 network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network completed.

NOTES:

Volume is adjusted by PCE factor
VMT = vehicle miles of travel (the total combined distance that all vehicles travel on the system)

VHT = vehicle hours of travel (the total combined time that all vehicles are traveling on the system)

VHD = vehicle hours of delay (the total combined time that all vehicles have been delayed on the system based on the difference between forecast travel time and free-flow (ideal) travel time)
LOS = level of service (based on forecast volume to capacity ratios).

LOS E or Worse was determined by V/C ratio that exceeds 0.9 thresholds as indicated in the Riverside County General Plan.

EXHIBIT C-3

Western Riverside County
Regional Highway System Measures of Performance (2018 - 2045) – Daily

Measures of Performance	Peak Periods (Total)				Daily			
	2018	2045	% Change	% Annual	2018	2045	% Change	% Annual
VMT - Total ALL FACILITIES	23,284,724	29,897,254	28%	0.9%	41,378,907	53,832,389	30%	1.0%
VMT - FREEWAYS	13,514,522	15,490,284	15%	0.5%	24,642,357	29,200,582	18%	0.6%
VMT - ALL ARTERIALS	9,770,202	14,406,970	47%	1.4%	16,736,551	24,631,807	47%	1.4%
TOTAL - TUMF ARTERIAL VMT	**6,216,985**	**8,597,200**	38%	1.2%	**10,794,415**	**15,170,125**	41%	1.3%
VHT - TOTAL ALL FACILITIES	541,350	915,439	69%	2.0%	893,813	1,433,458	60%	1.8%
VHT - FREEWAYS	263,792	399,128	51%	1.5%	440,073	637,990	45%	1.4%
VHT - ALL ARTERIALS	277,558	516,311	86%	2.3%	453,740	795,469	75%	2.1%
TOTAL TUMF ARTERIAL VHT	**174,455**	**320,869**	84%	2.3%	**285,520**	**496,757**	74%	2.1%
VHD - TOTAL ALL FACILITIES	108,900	338,056	210%	4.3%	131,965	410,511	211%	4.3%
VHD - FREEWAYS	66,156	170,649	158%	3.6%	79,532	208,287	162%	3.6%
VHD - ALL ARTERIALS	42,745	167,407	292%	5.2%	52,434	202,223	286%	5.1%
TOTAL TUMF ARTERIAL VHD	**33,249**	**124,863**	276%	5.0%	**41,025**	**152,200**	271%	5.0%
VMT LOS E - TOTAL ALL FACILITIES	5,605,070	13,369,483	139%	3.3%	6,153,146	16,090,205	161%	3.6%
VMT LOS E - FREEWAYS	4,725,471	9,316,891	97%	2.5%	5,141,215	11,306,348	120%	3.0%
VMT LOS E & F - ALL ARTERIALS	879,599	4,052,592	361%	5.8%	1,011,931	4,783,858	373%	5.9%
TOTAL TUMF ARTERIAL VMT w/ LOS E or worse	**765,782**	**3,184,133**	316%	5.4%	**878,465**	**3,819,635**	335%	5.6%
% of TUMF ARTERIAL VMT w/ LOS E or worse	**12%**	**37%**			**8%**	**25%**		

* Based on RivCoM 2018 network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network completed.

NOTES:

Volume is adjusted by PCE factor
VMT = vehicle miles of travel (the total combined distance that all vehicles travel on the system)
VHT = vehicle hours of travel (the total combined time that all vehicles are traveling on the system)

VHD = vehicle hours of delay (the total combined time that all vehicles have been delayed on the system based on the difference between forecast tr
LOS = level of service (based on forecast volume to capacity ratios).
LOS E or Worse was determined by V/C ratio that exceeds 0.9 thresholds as indicated in the Riverside County Generc

Appendix D - Western Riverside County Bus Transit System Ridership 2023 – 2045

Actual average weekday daily ridership for Riverside Transit Agency (RTA) transit bus services was tabulated for 2023. Forecast average weekday daily ridership for RTA bus transit services was retrieved from the SCAG 2020 RTP/SCS Model for horizon year 2045. The bus transit ridership for 2023 and 2045 was tabulated to represent existing and future regional bus transit trips consistent with the analysis of highway trips described in **Section 3.1** and **Appendix C**. **Table D-1** summarizes the weekday bus transit ridership in Western Riverside County.

TABLE D-1 - Regional Bus Transit Weekday System Ridership

Year	Western Riverside Weekday Projected System Ridership
2023*	16,575
2045**	57,282

Notes: * - 2023 actual average weekday daily ridership provided by RTA staff December 1, 2023

** - 2045 forecast average weekday daily ridership obtained from SCAG 2020 RTP/SCS Model as provided by Fehr and Peers, November 28, 2023

Appendix E - Western Riverside County Regional System of Highways and Arterials Performance Measures

An integral element of the Nexus Study is the designation of the Western Riverside County Regional System of Highways and Arterials (also referred to as the "TUMF Network"). This network of regionally significant highways represents those arterial and collector highway and roadway facilities that primarily support inter-community trips in Western Riverside County and supplement the regional freeway system, and represents the extents of the network of highways and roadways that would be eligible for TUMF funded improvements. The Regional System of Highways and Arterials does NOT include the freeways of Western Riverside County which primarily serve inter-regional trips.

The designation of the Regional System of Highways and Arterials in the original TUMF Nexus Study adopted by the WRCOG Executive Committee in October 2002 was initiated with the identification of highways and roadways that met certain specified guidelines as defined by the WRCOG Public Works Committee. The guidelines are defined in **Section 4.1** of the Nexus Report, and include:

1. Arterial highway facilities proposed to have a minimum of four lanes at future buildout (not including freeways).
2. Facilities that serve multiple jurisdictions and/or provide connectivity between communities both within and adjoining Western Riverside County.
3. Facilities with forecast traffic volumes in excess of 20,000 vehicles per day in the future horizon year.
4. Facilities with forecast volume to capacity ratio of 0.90 (LOS E) or greater in the future horizon year.
5. Facilities that accommodate regional fixed route transit services.
6. Facilities that provide direct access to major commercial, industrial, institutional, recreational or tourist activity centers, and multi-modal transportation facilities (such as airports, railway terminals and transit centers).

The original candidate facilities were identified by overlaying various transportation system and land use plots depicting parameters consistent with those defined by the specified guidelines. These plots included existing and proposed numbers of lanes, network volumes and volume to capacity ratio (LOS) derived from SCAG CTP Model networks developed by Transcore to support the ongoing Western Riverside County CETAP study, and existing land use information provided by SCAG. These plots were included in the Appendices that accompanied the original 2002 TUMF Nexus Study. Fixed route transit service information was provided by the Riverside County Regional Transportation Authority (RTA).

These various data inputs were overlaid and reviewed leading the definition of a segmented skeletal network of highways and roadways for further consideration. The skeletal network was further enhanced to reflect regional connectivity and access to activity center considerations. An initial draft Regional System of Highways and Arterials was developed and subsequently distributed to the County of Riverside and each City in Western Riverside County for review in the context of their respective City General

Plan Circulation Elements, primarily to confirm existing and future number of lanes and appropriateness of the facilities identified. The initial draft network was subsequently revised to consolidate appropriate General Plan Circulation Elements, including the identification of proposed new facilities as alternatives to existing facilities. It should be pointed out that the Regional System of Highways and Arterials does not represent a simple compilation of regional General Plan Circulation Elements, but rather incorporates the elements of regional General Plan Circulation Elements that are necessary for mitigating the cumulative regional traffic impacts of new development within the horizon year of the TUMF program.

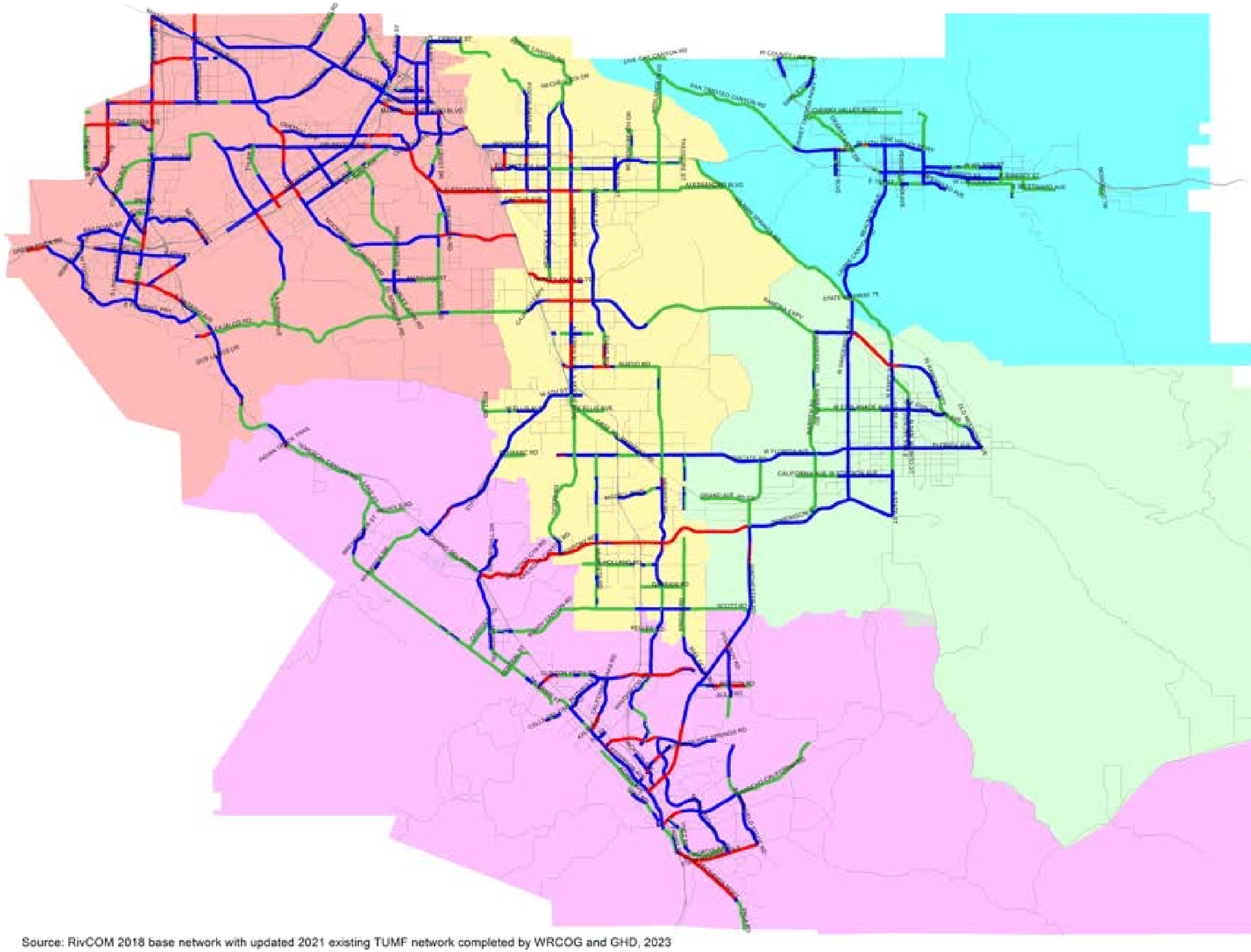
The consolidated list of proposed network improvements (along with associated initial cost estimates) was subsequently distributed to each of the WRCOG jurisdictions, individual landowners, and other stakeholders including representatives of the development community through the Building Industry Association (BIA) for review. The review of the consolidated list of improvements (and associated costs) prompted a series of five peer review workshop meetings to specifically review each segment of roadway identified and the associated improvements to mitigate the traffic impacts of new development. One peer review workshop meeting was held for each of the five zones in the WRCOG region with meetings held at the Riverside County Assessor's Office between June 27, 2002 and July 18, 2002. The peer review workshop meetings involved representatives from WRCOG, the respective zone jurisdictions and the BIA. The peer review workshops culminated in the development (by consensus of the groups) of a revised list of proposed network improvements (and associated costs) more accurately reflecting the improvements necessary to mitigate the cumulative regional traffic impacts of new development.

Following the peer review, the initial Regional System of Highways and Arterials was reviewed and endorsed by the TUMF Technical Advisory Committee, the TUMF Policy Committee and the WRCOG Executive Committee and utilized as the basis for developing the original TUMF Nexus Study in October 2002.

For the 2024 update of the TUMF Nexus Study, the Regional System of Highways and Arterials was reassessed. Consistent with the changing rate of new development forecast for Western Riverside County as part of the SCAG 2020 RTP/SCS, including reductions in the overall level of non-residential employment, the review of the TUMF Network as part of the 2024 Nexus Update ensured facilities generally still met the previously described performance guidelines, and/or that the scope and magnitude of specific improvements to the TUMF Network were roughly proportional to the impacts needing to be mitigated. This review process involved the comparison of model outputs for the 2018 Baseline and 2045 No-Build Scenarios on the 2021 Existing arterial network to identify those facilities no longer expected to be impacted substantially by the cumulative effects of traffic growth from new development. This review resulted in various changes in the scope and magnitude of specific improvements previously identified on the TUMF Network. The updated model output plots utilized as the basis for the latest network review are included in this appendix as **Exhibit E-1** through **E-8**. The Regional System of Highways and Arterials is included as **Figure 4.1** in the Nexus Study report.

EXHIBIT E-1
Western Riverside County
2021 Existing Network
Number of Lanes





LEGEND

TUMF ZONE

- Northwest
- Central
- Pass
- Southwest
- Hemet/San Jacinto

Existing Number of Lanes (Directional)

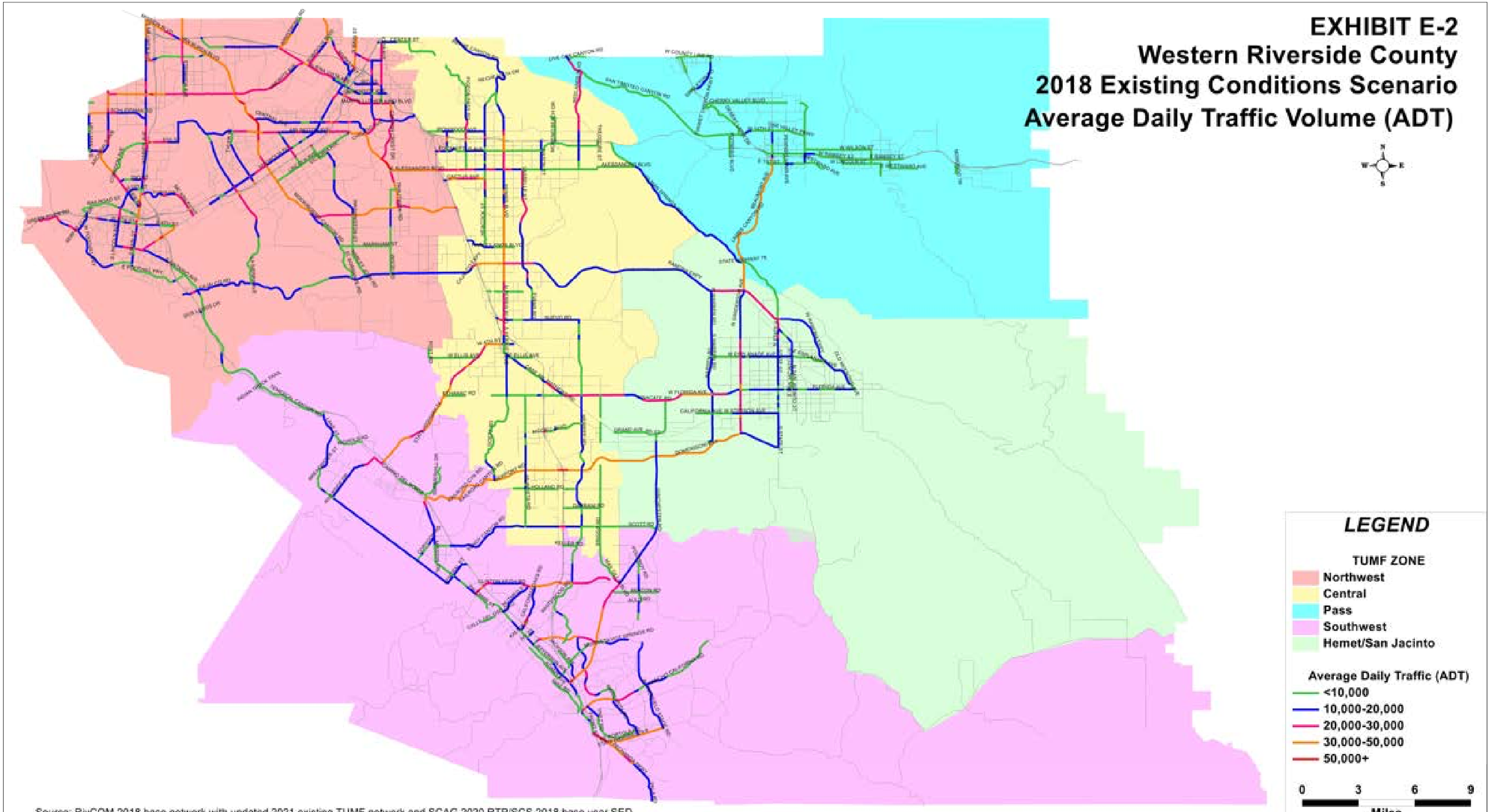
- 1 lane
- 2 lanes
- 3+ lanes

0 3.3 6.7 10

Miles

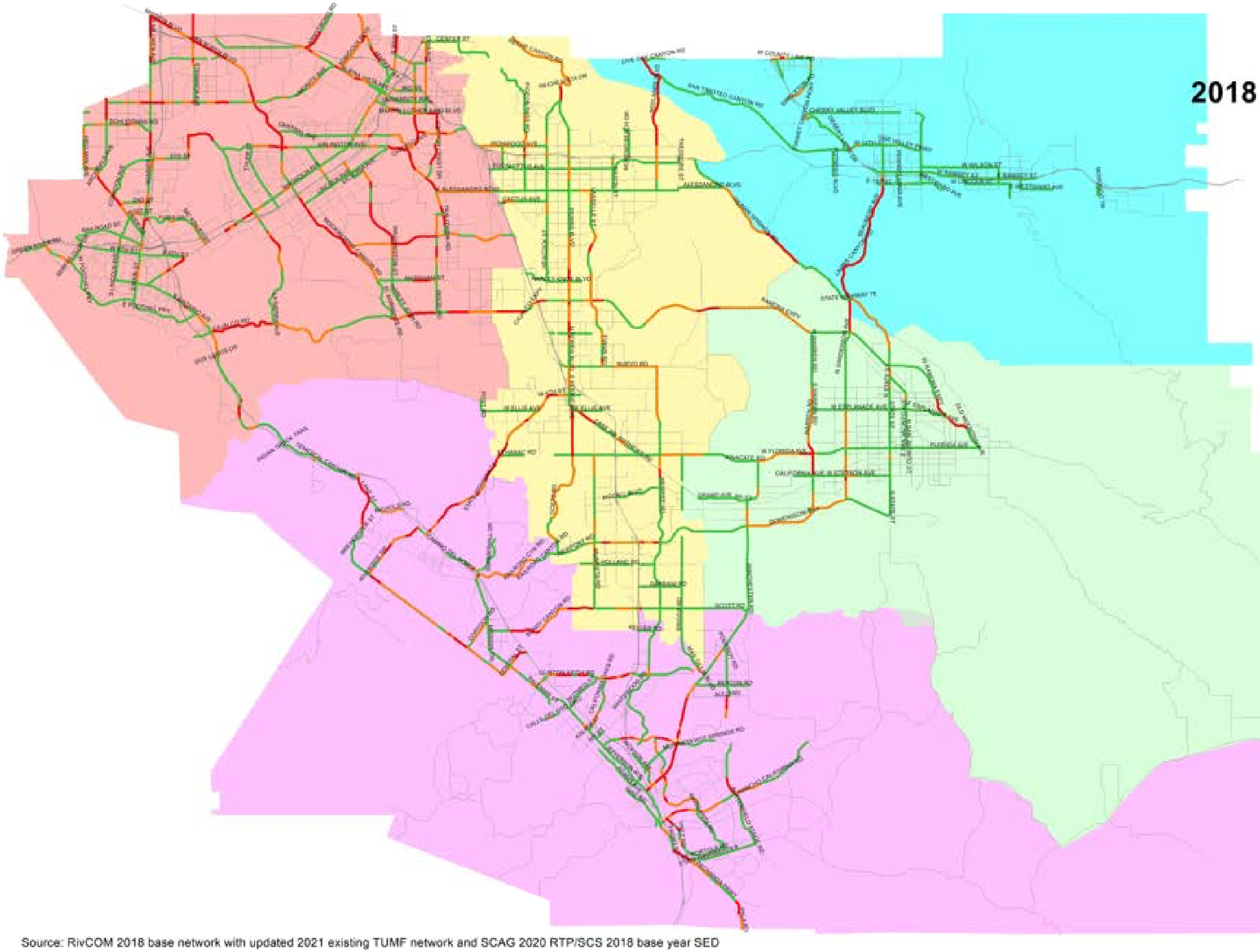
Source: RivCOM 2018 base network with updated 2021 existing TUMF network completed by WRCOG and GHD, 2023

EXHIBIT E-2
Western Riverside County
2018 Existing Conditions Scenario
Average Daily Traffic Volume (ADT)



Source: RivCOM 2018 base network with updated 2021 existing TUMF network and SCAG 2020 RTP/SCS 2018 base year SED

EXHIBIT E-3
Western Riverside County
2018 Existing Conditions Scenario
Level of Service (LOS)



LEGEND

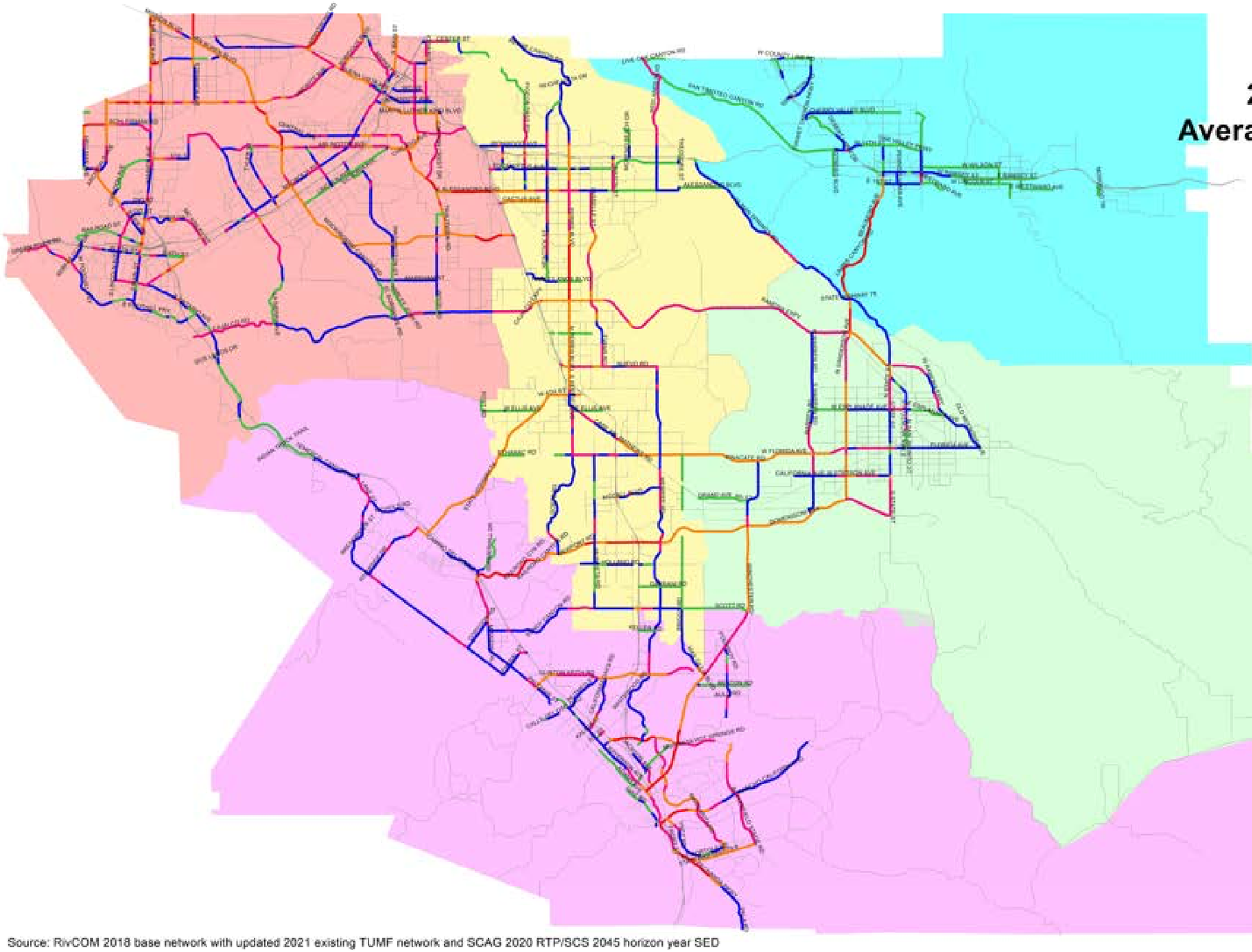
TUMF ZONE
- Northwest
- Central
- Pass
- Southwest
- Hemet/San Jacinto

Peak Period LOS
- LOS A or B
- LOS C or D
- LOS E or F

0 3 6 9
Miles

Source: RivCOM 2018 base network with updated 2021 existing TUMF network and SCAG 2020 RTP/SCS 2018 base year SED

EXHIBIT E-4
Western Riverside County
2045 Future No-Build Scenario
Average Daily Traffic Volume (ADT)



LEGEND

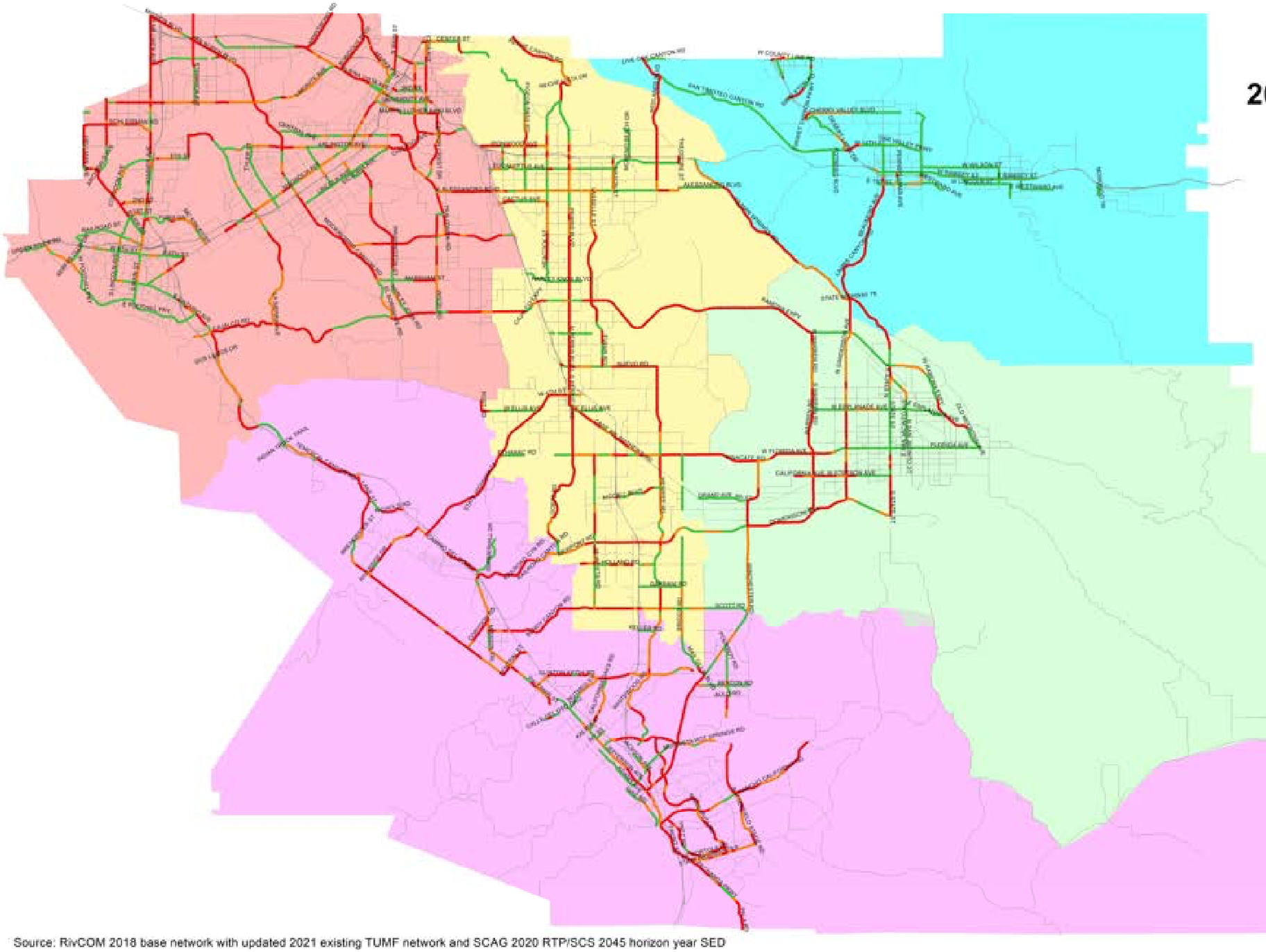
TUMF ZONE
- Northwest
- Central
- Pass
- Southwest
- Hemet/San Jacinto

Average Daily Traffic (ADT)
- <10,000
- 10,000-20,000
- 20,000-30,000
- 30,000-50,000
- 50,000+

0 3 6 9
Miles

Source: RivCOM 2018 base network with updated 2021 existing TUMF network and SCAG 2020 RTP/SCS 2045 horizon year SED

EXHIBIT E-5
Western Riverside County
2045 Future No-Build Scenario
Level of Service (LOS)



LEGEND

TUMF ZONE
- Northwest
- Central
- Pass
- Southwest
- Hemet/San Jacinto

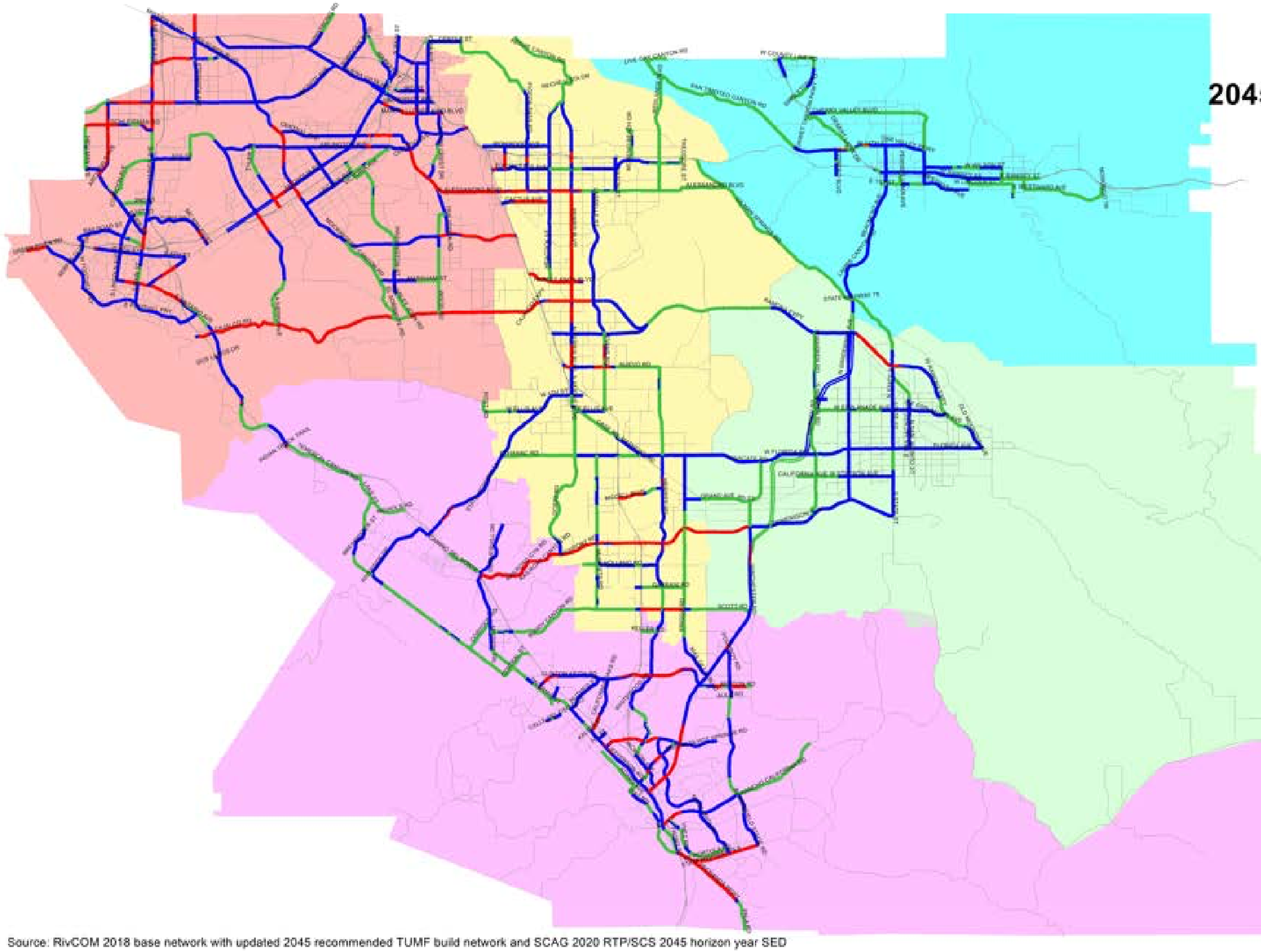
Peak Period LOS
- LOS A or B
- LOS C or D
- LOS E or F

0 3 6 9
Miles

Source: RivCOM 2018 base network with updated 2021 existing TUMF network and SCAG 2020 RTP/SCS 2045 horizon year SED

EXHIBIT E-6
Western Riverside County
2045 Future TUMF Build Scenario
Number of Lanes





LEGEND

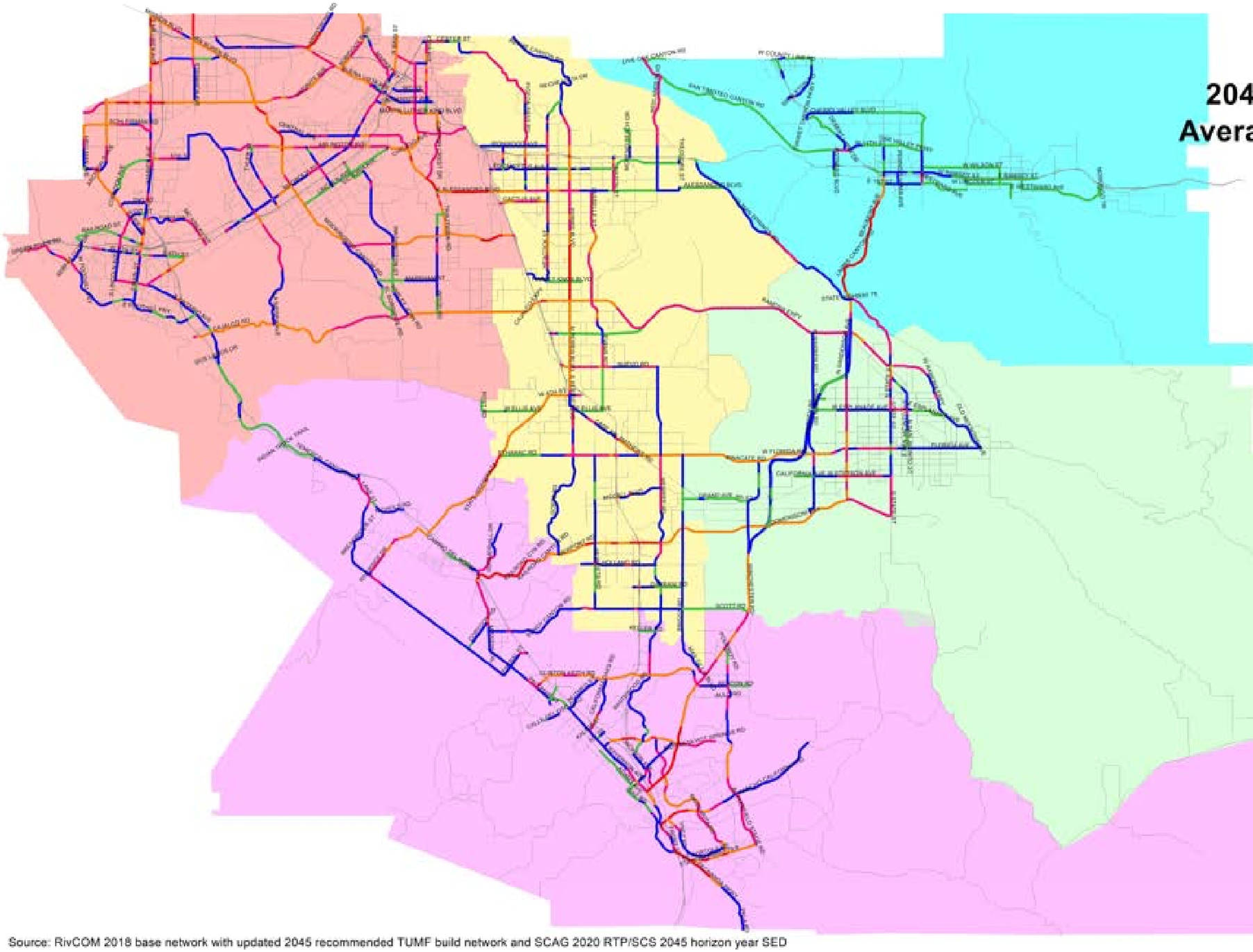
TUMF ZONE
- Northwest
- Central
- Pass
- Southwest
- Hemet/San Jacinto

Existing Number of Lanes (Directional)
- 1 lane
- 2 lanes
- 3+ lanes

0 3.3 6.7 10
Miles

Source: RivCOM 2018 base network with updated 2045 recommended TUMF build network and SCAG 2020 RTP/SCS 2045 horizon year SED

EXHIBIT E-7
Western Riverside County
2045 Future TUMF Build Scenario
Average Daily Traffic Volume (ADT)



LEGEND

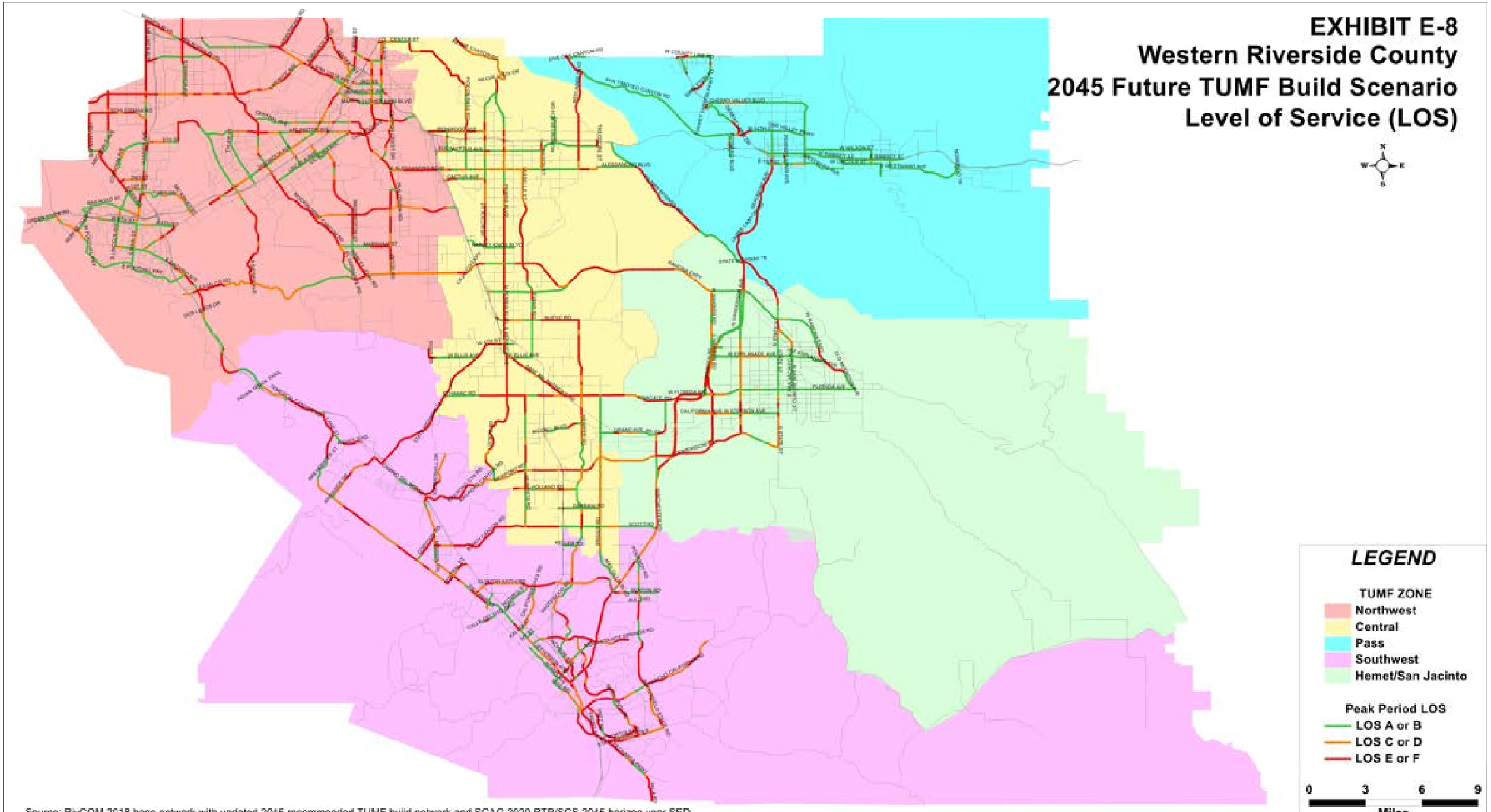
TUMF ZONE
- Northwest
- Central
- Pass
- Southwest
- Hemet/San Jacinto

Average Daily Traffic (ADT)
- <10,000
- 10,000-20,000
- 20,000-30,000
- 30,000-50,000
- 50,000+

0 3 6 9
Miles

Source: RivCOM 2018 base network with updated 2045 recommended TUMF build network and SCAG 2020 RTP/SCS 2045 horizon year SED

EXHIBIT E-8
Western Riverside County
2045 Future TUMF Build Scenario
Level of Service (LOS)



Source: RivCOM 2018 base network with updated 2045 recommended TUMF build network and SCAG 2020 RTP/SCS 2045 horizon year SED

Appendix F - TUMF Network Cost Assumptions

The TUMF program was established as a uniform impact fee program that is applied to mitigate the cumulative transportation impacts of new development on the regional arterial highway system. In establishing the technical basis for TUMF, like any impact fee program, there are two fundamental requirements that must be addressed: establishing a rational nexus for the program; and determining that any fee is roughly proportional to the impact of a proposed development. These requirements are rooted in two well-known legal cases: Nollan v. California Coastal Commission (1987) 483 U.S. 825; and Dolan v. City of Tigard (1994) 512 U.S. 374.

To establish project costs that meet the rough proportionality test for an expansive network of facilities, WRCOG utilizes a conceptual planning level project and cost estimation approach based on typical unit costs for a variety of project types and conditions. These unit costs are intended to reflect a range of values that are typical for the types of projects that are necessary to mitigate the cumulative regional impacts of new development. These unit costs are developed for each typical project type based on actual observed values for the various materials, labor and right-of-way that would typically be required to complete a project. Although the actual materials, labor, right-of-way and associate costs to complete each specific project can be expected to vary based on the particular conditions of each site and project requirements at the time the project is actually implemented, the approach of using typical unit costs as the basis for the TUMF program represents a manageable and appropriate level of detail to establish conceptual project cost estimates that meet the requirement for rough proportionality.

The application of typical unit costs and the associated identification of a maximum TUMF share for each eligible project also provides a framework that protects the program from projects with actual costs that vary significantly from the typical cost estimates used as the program basis. The TUMF program administrative polices limit reimbursement of costs associated with eligible TUMF projects to the lesser of maximum TUMF share identified in the Nexus Study or the actual eligible project costs. In this manner, projects that are completed by participating jurisdictions or developers for less than the maximum TUMF share are reimbursed (or credited) for the actual amount expended, while projects that exceed the maximum TUMF share are only reimbursed (or credited) by the program up to the maximum TUMF share value ensuring that the program is mitigating impacts at a level that is roughly proportional to that typically expected, and is not subject to extreme project costs to address unusual or exceptional local conditions or requirements.

For the purposes of TUMF, unit cost values were developed for various eligible improvement types that all provide additional capacity needed to mitigate the cumulative regional traffic impacts of new development to facilities on the TUMF Network. Eligible improvement types include:

1. Construction of additional Network roadway lanes;
2. Construction of new Network roadway segments;
3. Expansion of existing Network bridge structures;

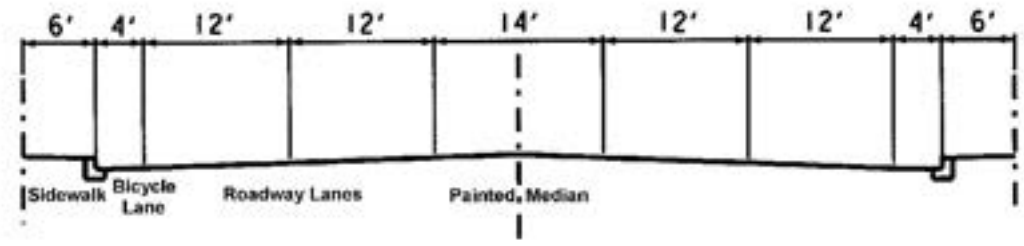
4. Construction of new Network bridge structures;
5. Expansion of existing Network interchanges with freeways;
6. Construction of new Network interchanges with freeways;
7. Grade separation of existing Network at-grade railroad crossings;
8. Expansion of existing Network-to-Network intersections;
9. Infrastructure for Intelligent Transportation Systems (ITS) of Network roadway segments.

Because roadway improvement standards vary considerably between respective jurisdictions, a typical roadway standard for the TUMF Network was recommended by the Public Works Committee (PWC) during the development of the original TUMF Nexus Study adopted by the WRCOG Executive Committee in October 2002 as the basis for developing the TUMF Network cost estimate. The typical roadway standard assumes the following design characteristics that are consistent with the minimum requirements of the Caltrans Highway Design Manual:

- Asphalt concrete pavement and appropriate base material to accomplish up to 12 feet per travel lane plus up to four feet for ancillary treatments (e.g. shoulders, or Class II Bike Lane);
- Concrete curb and gutter and associated drainage (e.g. paved roadway shoulders and/or open swale);
- Storm drains located within curb to curb, and associated transverse portions perpendicular to the roadway and adjoining portions longitudinal to the roadway;
- 14 foot paved and painted median (or dual center left turn lane);
- Traffic signals at intersections with state highways and other major arterials that are also on the TUMF Network;
- Pavement striping and roadway signing, as required;
- 6 foot wide concrete sidewalks and associated curb cuts for ADA access at street crossings.

A cross-section of the Typical Roadway Standard is illustrated in **Figure F-1**.

Figure F-1. Typical Roadway Standard Cross-Section



It is recognized that the typical roadway standard is not appropriate in all potential TUMF Network locations. Where appropriate, typical design standards could be substituted with design elements such as open swale drainage and paved roadway shoulders with no curbing that would typically cost less than the implementation of the

Typical Roadway Standard. Roadway improvements in excess of the Typical Roadway Standard include, but are not limited to:

- Portland concrete cement pavement or other aesthetic pavement types (except at intersections);
- Major rehabilitation or overlay of existing pavement in adjacent roadway lanes;
- Raised barrier medians;
- Parking lanes;
- Roadway tapers outside the extents of the approved project
- Sanitary sewage infrastructure;
- Water systems
- Dry utilities
- Undergrounding infrastructure
- Relocation of non-prior rights utilities
- Storm Drain Systems in excess of draining the roadway
- Landscaping;
- Streetlighting;
- Class I Bike Lanes (e.g. separate bicycle paths)
- Environmental Permitting
- Detection/Retention Basins outside of Street Right-of-Way
- Agency Staff time in excess of 15% of Engineering
- Agency Staff Time in excess of 15% of Construction

These improvements in excess of Typical Roadway Standards are not eligible for TUMF funding and will be the responsibility of the local funding agency.

Unit cost estimates for the implementation of TUMF Network improvements were developed based on the unit cost to accomplish the Typical Roadway Standard. Initial unit cost estimates were developed as part of the original TUMF Nexus in 2002. These original values were adjusted as part of the 2005 Nexus Update to reflect changes in cost based on relevant indices. The unit cost estimates were fully revised as part of the 2009 Nexus Update to capture the full effects of the economic recession on the costs of labor, materials and property acquisition. For the previous 2016 Nexus Update, the unit costs were fully revised. The 2016 Nexus Update reflected the effects of the ongoing recovery from the economic recession that has saw the costs of materials, labor and land acquisition in California rebound from relative historical lows previously observed at the time of the 2009 Nexus Update.

For the 2024 Nexus Update, the unit costs were again fully revised to generate entirely new unit cost values based on the most recent available construction cost, labor cost and land acquisition cost values for comparable projects within and adjacent to Riverside County. The recalculation of the TUMF unit cost components was completed as part of the 2024 Nexus Update to account for the unprecedented materials cost increases, labor shortages and high rate of inflation generally attributable to a combination of the disruption to global supply chains caused by the COVID-19 pandemic and additional tariffs on a range of products imported into the United States. In December 2023, the unit cost values were validated utilizing Caltrans Contract Cost Data and the resultant unit costs are noted in **Exhibit F-2** and summarized in **Table 4.1**.

For simplicity, the roadway unit cost was assumed to provide for the full depth construction (including grading) of 16 feet of new pavement per lane (to accommodate a minimum 12 foot lane and ancillary treatments). The unit cost was assumed to include the following construction elements:

- Sawcut of existing pavement
- Removal of existing pavement
- Roadway excavation and embankment
- 10" thick class 2 aggregate base
- 4.0" thick asphaltic concrete surface
- Concrete curb, gutter and drainage improvements

Roadway unit costs were determined for each unique cost item. The source used to determine the roadway unit costs as part of the 2024 Nexus Update are listed below.

- Caltrans Contract Cost Data 2021-2022
- Projects within Riverside County and Adjacent Counties
- Typical experience for local cities, Western Riverside County
- Michael Baker international (MBI), Structural Group
- MBI, ITS Group
- Caltrans Contract Cost Data 2022-2023

All data described above was initially obtained in October 2022 and refreshed and validated in December 2023.

Right-of-way acquisition costs were determined based on the cost to acquire 18 feet of right-of-way per lane of new roadway improvement. For urban and suburban land use areas, the amount of right-of-way to be acquired as part of the TUMF program was reduced by 75% to account for property already owned by a participating jurisdiction through prior acquisition or dedication. Right-of-way unit costs were assumed to include the following elements:

- Land acquisition
- Documentation and legal fees
- Relocation and demolition costs and condemnation compensation requirements
- Utility relocation
- Direct environmental mitigation

Right-of-way unit costs were determined based on a review of actual property sales within the WRCOG region during the prior 18 month period. The task of determining the valuation per square foot of right-of-way for different land uses was completed by Epic Land Solutions, Inc.

A typical existing condition of each component type was used as a guideline for quantity assessments.

- Terrain 1: Level terrain with 0% profile grade. Construction cost is per lane mile.
- Terrain 2: Rolling Terrain with 1.5 % profile grade. Construction cost is per lane mile.

- Terrain 3: Mountainous Terrain with 3% profile grade. Construction cost is per lane mile.
- Land Use 1, 2 and 3; ROW cost factor per lane mile, for Urban, Suburban and Rural areas respectively.
- Interchange 1: Complex New Interchange/Interchange Modification. Existing complex interchange at I-15 & SR-91 was used as a guideline for quantity assessments.
- Interchange 2: New Interchange/Interchange Modification is assumed to be a New Cloverleaf Interchange consisting of 4 (3 lane) direct ramps and 4 (2 lane) loop ramps.
- Interchange 3: Major Interchange Improvement is assumed to correspond to adding 1 lane to each ramp on a cloverleaf Interchange.
- Bridge: New Bridge cost. Construction cost is per linear foot per lane.
- RRXing 1: New Rail Grade Crossing. Construction cost is per lane per crossing.
- RRXing 2: Widening Existing Grade Crossing. Construction cost is per lane per crossing.
- ITS 1: Infrastructure for Intelligent Transportation Systems (ITS) on TUMF Network roadway segments per route mile

The cost estimating methodology here is intended to provide a Present Value Cost Estimate for the WRCOG Transportation Uniform Mitigation Fee based on year 2023 unit prices. A more detailed description of cost categories is detailed below.

I. <u>Roadway Items</u>

Roadway Excavation:

A unit cost of $38.55 per cubic yard (Source: Local Projects and Caltrans Contract Cost Data) is applied to account for the excavation quantities. Assuming proposed profiles to be at 0% grade, the excavation values are estimated based on the component type as follows:

- Terrain 2 and 3: excavation for one lane (16 feet wide and 4 feet deep) is assumed.

Imported Borrow:

The unit cost used for imported borrow is $20.47 per cubic yard (Source: Local Projects and Caltrans Contract Cost Data). Locations where imported borrow is required are determined from aerial photos.

- Terrain 2 and 3: Excavation for one lane (16 feet wide and 4 feet deep) is assumed.
- Interchanges 1, 2, and 3: Vertical clearance of 24.5 feet is used to calculate the maximum amount of imported borrow at areas adjacent to an undercrossing.
- RRXing 1 and 2: Vertical clearance of 31.5 feet and Bridge approach of 1,000 feet is used to determine the quantity of Imported borrow for this component type.

Clearing and Grubbing:

The unit cost for clearing and grubbing is $12,100.00 per acre (Source: Local Projects and Caltrans Contract Cost Data).

- Terrain 1, 2 and 3: The area of clearing and grubbing is assumed to extend 16 feet for the addition of each new lane.
- Interchange 1 and 2: The area of clearing and grubbing is assumed to extend 40 feet beyond the proposed outside edge of shoulder. The clearing and grubbing width varies depending on the number of added lanes.
- Interchange 3 and Intersection: The area of clearing and grubbing is assumed to extend 16 feet for the addition of each lane.

Development of Water Supply:
A lump sum value is used to account for developing water supply. The lump sum cost is estimated as 10% of the combined cost for roadway excavation and imported borrow (Source: RCTC).

PCC Pavement:
The unit cost for PCC pavement is $354.83 per cubic yard (Source: Local Projects and Caltrans Contract Cost Data).
- Terrain 1, 2 and 3: It is assumed that PCC is used at mainline shoulders. The PCC shoulder pavement is assumed to be 4 inch thick and 4 feet wide.

Asphalt Concrete Type A:
It is assumed that Asphalt Concrete is used at mainline and where ramp and bridge widening is required. A unit cost of $240.62 per cubic yard (Source: Local Projects and Caltrans Contract Cost Data) is used to account for asphalt concrete quantities. The asphalt concrete overlay is assumed to be 4 inch thick.

Aggregate Base:
The unit cost for aggregate base is $73.54 per cubic yard (Source: Local Projects and Caltrans Contract Cost Data). Aggregate base quantities are estimated by means of calculating the areas of additional lanes. The aggregate base layer is considered to be 10 inch thick. It is assumed that aggregate base is used over the entire widening width below the PCC pavement and asphalt concrete layers.

Curb and Gutter:
The unit cost used for curb and gutter is $65.74 per linear foot (Source: Local Projects and Caltrans Contract Cost Data). It is assumed that type A2-6 curb and gutter is used on the entire length of travel way where required.

Project Drainage:
A lump sum value is used to account for project drainage cost of roadway construction. The project drainage cost is estimated as 15% (Source: RCTC project 2007) of combined cost for earthwork and pavement structural section.

Traffic Signals:
The costs for traffic signals are calculated per ramp termini intersection. The unit cost used for traffic signals is $531,086 (Source: Caltrans Contract Cost Data and typical experience, Western Riverside County) per intersection. Traffic signals costs are considered only at the Intersection (Network-to-Network) upgrade.

Striping:
The unit cost used for Striping is $2.58 per linear foot (Source: Local Projects and Caltrans Contract Cost Data). It is assumed that two lines of thermo-plastic striping are required for every lane addition.

Marking:
The unit cost used for marking is $7.31 per square foot (Source: Local Projects and Caltrans Contract Cost Data).

- Terrains 1, 2 and 3: It is assumed that there are 8 arrow markers, 2 Stop sign markers and 4 Bike sign markers.
- Interchanges 1, 2, and 3: It is assumed that there are 2 Type I arrows on each on ramp, and 2 Type IV (L) arrows on each off ramp.
- Intersection (network to network) upgrade: It is assumed that there are 2 right turn arrows and two right lane drop arrows for each lane modification for the interchange upgrade

Pavement Marker:
Type G one-way clear retroreflective pavement markers (Spacing @ 48 feet) were assumed for Terrain 1, 2 and 3 component types only. The unit cost used for pavement marker is $5.06 each (Source: Local Projects and Caltrans Contract Cost Data).

Signage:
The signage unit cost accounts for the costs of one-post signs and two-post signs. The unit cost used for one-post signs and two-post signs are $367.69 and $1,211.58 each, respectively (Source: Local Projects and Caltrans Contract Cost Data). The post sign quantities assumed for each component type is summarized below.

Sign Type	Terrain 1, 2 & 3	Interchange			Intersection
		1	2	3	
One Post Signs	33	14	36	20	3
Two Post Signs	-	4	4	4	0

Intelligent Transportation Systems (ITS):
The unit cost used for ITS is $686,338.50 per route mile (Source: Local Projects and MBI ITS Group). It is assumed that there is no existing ITS infrastructure (with the exception of isolated ITS devices) within the TUMF Network roadway segments and essential ITS infrastructure is furnished and installed. This essential ITS infrastructure includes ethernet switch, fiber jumper, fiber distribution unit, splice enclosure, pull box, new cabinet with foundation, 144 strand single-mode fiber optic (SMFO) cable and 3" conduits.

Minor Items, Roadway Mobilization, and Roadway Additions:
A lump sum value is used to account for minor items, roadway mobilization and roadway additions as described below. These lump sum values are recommended based on provisions in Project Development Procedure Manual (PDPM) and the

date from individual sources presented in the introduction of this report (Source: RCTC)

Items	Unit Cost
Minor Items	10% of earthwork, pavement structure, drainage, specialty items and traffic items.
Roadway Mobilization	10% of earthwork, pavement structure, drainage, specialty items, traffic items and minor items.
Roadway Additions	10% of earthwork, pavement structure, drainage, specialty items, traffic items and minor items.

II. Structure Items

New Bridge:

New interchanges account for construction of a new bridge. The unit cost for a new travel way bridge construction and RRXings1 and 2 (New and Widening of Rail Grade Crossings) is $400.00 per square foot (Source: MBI Structural group). The width of a new bridge is assumed to be 82 feet (4 lanes x 12ft + 10ft shoulder x 2 + 14ft median).

Bridge Widening:

Bridge widenings account for the widening of existing bridges. The unit cost is $500.00 per square foot (Source: MBI Structural group). The width of a bridge widening is assumed to be: 2 lanes x 12ft + 10ft shoulder. The width of an arterial crossing over rail road is assumed to be 16 feet (1 lane x 12ft + 4ft shoulder).

Structural Mobilization:

The cost for structural mobilization is estimated as 10% of total structure item cost (Source: Typical experience).

III. Right of Way Items

The right of way unit cost varies with land use designation. The unit cost for ROW was developed by Epic Land Solutions, Inc. based on a review of actual property sales within the WRCOG region during the prior 18 month period. The area of right of way acquisition for the travel way is calculated per additional lane mile, assuming the width of the right-of-way required to be 18 feet per lane (to accommodate a 12 foot roadway lane, shoulders and ancillary amenities, like storm water drainage). The right of way acquisition for RRXings1 and 2 is calculated based on ROW acquisition for bridge approaches.

Property costs per square foot are derived by reviewing a large sample of recently sold land and improved properties within the greater Riverside area. The properties reviewed are identified specifically from completed semi large to very large infrastructure projects and upcoming projects with preferred alternatives and/or approved environmental reports. For the purposes of the 2022 Nexus Study update, an overall sample of approximately 2,700 properties was used.

The properties were designated as: urban areas (generally considered downtown, or very close to downtown in the larger cities - predominantly Corona and Riverside, with a few parcels in Temecula and Moreno Valley); suburban (primarily considered the greater areas of Hemet, Perris, San Jacinto, Moreno Valley, Lake Elsinore, outer portions of Riverside / Corona, Temecula, Murrieta, Calimesa, Eastvale, Norco, and other cities of relative size and location as those previously mentioned); and rural (considered the exurban areas between Corona / Lake Elsinore and Perris along the SR-74/79, Lake Matthews, between Wildomar and Murrieta, Temecula and Perris and other similar areas) to correspond with the land use classifications used for cost estimating purposes in the TUMF program. The properties were also determined to be partial or full property takes to determine the relative percentage of each in order to appropriately weight the average cost per square foot of each type of property. Specialty cost percentages as a share of total acquisition costs (i.e. relocation and demolition) were also derived from actual costs based on a sample of the Inland Empire projects that Epic Land Solutions, Inc. was directly involved in and therefore able to obtain reliable data.

The result is an estimated average cost per square foot for ROW acquisition by land use classification which is then multiplied by the number of square feet per lane mile to obtain the required ROW to accomplish the TUMF typical cross section. The ROW requirement is then reduced by a factor of 75% for urban and suburban areas based on the collective recommendation of the PWC during the development of the initial program cost estimation methodology to reflect the assumption that a majority of the proposed TUMF facilities in these areas already exist and/or have a substantial portion of the necessary right-of-way already owned by or dedicated to the responsible jurisdiction. As a result, the TUMF program only includes the estimated cost for 25% of the right-of-way that could potentially be required to accomplish the TUMF cross sections for the conceptual improvement projects identified as part of the program in urban and suburban areas.

Maintenance of Traffic:
A lump sum value is used to account for maintenance of traffic cost of roadway construction. The project maintenance of traffic cost is estimated as 5% (Source: RCTC) of the total project cost.

The consolidated unit cost values include typical per mile or lump sum costs for each of the eligible improvement element. These elements include new roadways, bridge improvements, interchange improvements and railroad grade separation construction costs, and right of way acquisition.

The consolidated unit costs as developed for the 2024 Nexus Update are summarized in **Exhibit F-1**. **Exhibit F-2** provides a summary of the unit costs for the various roadway and structures construction elements defined. **Exhibit F-3** provides a summary of the unit costs for the various right of way categories. **Exhibit F-4** provides worksheets showing the detailed unit cost calculation for each TUMF unit cost category related to roadway and structures construction, and right of way acquisition.

The unit cost assumptions were subsequently applied to the TUMF Network improvements identified to mitigate the cumulative regional transportation impacts of future new development. The resultant cost value was tabulated for each unique segment of the network, by improvement type. A separate cost estimate was generated for regional transit improvements based on information provided by RTA and added to the TUMF Network Cost Estimate table.

Supplemental categories have been added to the cost assumptions to better delineate the costs associated with planning and engineering a project, accommodating contingencies, mitigating the cumulate multi-species habitat impacts of TUMF arterial highway improvements in accordance with the adopted Riverside County Multi-Species Habitat Conservation Plan (MSHCP), and administering the TUMF program.

Soft Costs

The TUMF program provides for planning, engineering and contingency costs (collectively referred to as soft costs) for eligible projects to be reimbursed through the program. As indicated in **Table 4.1**, planning costs are considered to include those costs associated with planning, preliminary engineering and environmental assessment of the proposed project, with the eligible amount being 10% of the estimated TUMF eligible construction cost only. Engineering costs are considered to include project study report, design, permitting and construction oversight costs based on 25% of the estimated eligible construction cost only. Contingency is provided based on 10% of the total estimated eligible facility cost.

Soft costs include all reasonable required planning, environmental clearance and mitigation, right-of-way documentation, engineering design, plan, specification and estimate preparation and construction management and oversight costs necessary to accomplish the project. The estimated soft cost factors for planning, engineering and contingency were initially established in 2002 by the WRCOG Public Works Committee, which was responsible for the development of the initial TUMF Nexus Study. The percentage multipliers were established by consensus of the PWC based on the collective experience of members in delivering similar public highway projects. A review of various data sources indicates the cost factors are generally consistent with industry guidance for conceptual cost estimation purposes. The City of Los Angeles, Department of Public Works, Bureau of Engineering *California Multi-Agency CIP Benchmarking Study* (December 2016) indicates that combined design and construction management costs for roadway projects represent, on average, 50% of the total cost of construction[14]. Similarly, the American Association of State Highway and Transportation Officials (AASHTO) *Practical Guide for Estimating* (December 2011) also cites the following average multipliers for a range of planning and engineering activities based on national research as a basis for conceptual cost estimation:

[14] City of Los Angeles, Department of Public Works, Bureau of Engineering *California Multi-Agency CIP Benchmarking Study* (December 2016), Table 3-6 Average Project Delivery Costs by Project Type (% of TCC) (Full Range of TCC).

- Preliminary Engineering Costs (including survey/data collection, design, environmental, utilities and contract administration) – 10% to 25% of total construction cost[15]
- Construction Engineering – 10% to 26% of total construction costs[16]

Furthermore, the contingency rate utilized in the TUMF program is significantly less than the industry norm for conceptual cost estimation purposes. Specifically, Caltrans *Project Development Procedures Manual* (July 2021) advocates for contingency rates of 30% to 50% of total costs to be used at the project feasibility (conceptual planning) phase of project development[17], with contingency rates reduced to 10% for preliminary engineers cost estimates completed during project design[18].

MSHCP

Section 8.5.1 of the Riverside County Integrated Project (RCIP) Multiple Species Habitat Conservation Plan (MSHCP) adopted by the Riverside County Board of Supervisors on June 17, 2003, states that "each new transportation project will contribute to Plan implementation. Historically, these projects have budgeted 3% - 5% of their construction costs to mitigate environmental impacts." This provision is reiterated in the Western Riverside County Multiple Species Habitat Conservation Plan Nexus Fee Study Update Final Report (Economic & Planning Systems, Inc., October 2020) section "6. RCA Non-Fee Revenues" which states "The MSHCP forecast an array of revenue sources, in addition to fee revenue, supporting the conservation program. These sources were anticipated to total about 44 percent of the revenue for the program, including:
• Transportation funding – includes the Measure A sales tax which is authorized through 2039 and other transportation funding sources such as the Transportation Uniform Mitigation Fees (TUMF) charged on new development." Table 23 Annual Non-Fee Revenue Projection in this section indicates that an average of $950,000 in MSHCP revenue was derived annually from TUMF during the three years from FY16/17- 18/19 reflecting a TUMF contribution at 5% of construction costs consistent with the MSHCP as adopted in 2003. To clearly demonstrate compliance with the provisions of the MSHCP, the TUMF program will continue to incorporate a cost element to account for the required MSHCP contribution to mitigate the multi-species habitat impacts of constructing TUMF projects.

[15] AASHTO Technical Committee on Cost Estimating (TCCE) *AASHTO Practical Guide for Estimating* (December 2011), Table 2.4. Preliminary Engineering Costs' Average Percentage Ranges (% of Construction).
[16] AASHTO Technical Committee on Cost Estimating (TCCE) *AASHTO Practical Guide for Estimating* (December 2011), Section 2.2.3.2.3 Construction Engineering, "highway improvement projects in an urban environment".
[17] California Department of Transportation (Caltrans) Division of Design *Project Development Procedures Manual* (July 2021), Chapter 20 – Project Development Cost Estimates, Section 2 – Project Planning Cost Estimates, Article 2 Project Feasibility Cost Estimate, Contingencies.
[18] California Department of Transportation (Caltrans) Division of Design *Project Development Procedures Manual* (July 2021), Chapter 20 – Project Development Cost Estimates, Section 3 – Project Design Cost Estimates, Article 4 Preliminary Engineer's Cost Estimate, Contingencies.

An amount equal to 5% of the construction cost for new TUMF network lanes, bridges and railroad grade separations will continue to be specifically included as part of TUMF program with revenues to be provided to the Western Riverside County Regional Conservation Authority (RCA) for the acquisition of land identified in the MSHCP. The relevant sections of the MSHCP document and the 2020 MSHCP Nexus Report are included in this Appendix as **Exhibits F-5** and **F-6**, respectively.

Similarly, an amount of 4% of the total TUMF eligible network cost is included as part of the TUMF program with revenues to be utilized by WRCOG to cover the direct costs to administer the program. The costs incurred by WRCOG include direct salary, fringe benefit and overhead costs for WRCOG staff assigned to administer the program and support participating jurisdictions, and costs for consultant, legal and auditing services to support the implementation of the TUMF program.

Table 4.1 summarizes the unit cost estimate assumptions used to develop the TUMF network cost estimate, including a comparison of the original TUMF unit cost assumptions and the current revised unit cost assumptions developed as part of the 2009 Update of the TUMF Nexus Study. Cost estimates are provided in year of original values as indicated.

EXHIBIT F-1

2024 TUMF Nexus Update - Arterial Highway Cost Assumptions:

Component Type	Cost Assumptions as published October 18, 2002	Cost Assumption per 2009 Nexus Update October 5, 2009	Cost Assumptions per 2016 Update	Cost Assumptions per 2024 Update	Description
Terrain 1	$550,000.00	$628,000.00	$692,000.00	**$1,132,000**	Construction cost per lane mile - level terrain
Terrain 2	$850,000.00	$761,000.00	$878,000.00	**$1,740,000**	Construction cost per lane mile - rolling terrain
Terrain 3	$1,150,000.00	$895,000.00	$1,064,000.00	**$2,350,000**	Construction cost per lane mile - mountainous terrain
Landuse 1	$900,000.00	$1,682,000.00	$2,509,000.00	**$7,830,000**	ROW cost factor per lane mile - urban areas
Landuse 2	$420,000.00	$803,000.00	$2,263,000.00	**$5,440,000**	ROW cost factor per lane mile - suburban areas
Landuse 3	$240,000.00	$237,000.00	$287,000.00	**$490,000**	ROW cost factor per lane mile - rural areas
Interchange 1	n/a	$43,780,000.00	$50,032,000.00	**$84,190,000**	Complex new interchange/interchange modification cost
Interchange 2	$20,000,000.00	$22,280,000.00	$25,558,000.00	**$43,490,000**	New interchange/interchange modification total cost
Interchange 3	$10,000,000.00	$10,890,000.00	$12,343,000.00	**$22,550,000**	Major interchange improvement total cost
Bridge 1	$2,000.00	$2,880.00	$3,180.00	**$4,800**	Bridge total cost per lane per linear foot
RRXing 1	$4,500,000.00	$4,550,000.00	$6,376,000.00	**$18,200,000**	New Rail Grade Crossing per lane mile
RRXing 2	$2,250,000.00	$2,120,000.00	$2,733,000.00	**$6,900,000**	Existing Rail Grade Crossing per lane mile
ITS	n/a	n/a	n/a	**$686,400**	Infrastructure for ITS of Network roadway segments per route mile
Planning	10%	10%	10%	**10%**	Planning, preliminary engineering and environmental assessment costs based on construction cost only
Engineering	25%	25%	25%	**25%**	Project study report, design, permitting and construction oversight costs based on construction cost only
Contingency	10%	10%	10%	**10%**	Contingency costs, including TUMF program administration based on total segment cost
Administration		3%	4%	**4%**	TUMF program administration based on total TUMF eligible network cost
MSHCP		5%	5%	**5%**	TUMF component of MSHCP based on total TUMF eligible construction cost

EXHIBIT F-2
WRCOG Transportation Uniform Mitigation Fee
2024 Nexus Update Master Unit Cost Summary

I. Roadway Items	Unit	Unit Cost	Notes
Section 1: Earthwork			
Roadway Excavation			
Travel way	cubic yard	$38.55	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 190101
Imported Borrow			
Travel way	cubic yard	$20.47	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 198010
Clearing & Grubbing			
Travel way	acre	$12,100.00	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 170105
Develop Water Supply	lump sum	10% of Excavation and Borrow Cost	Same as RCTC
Section 2: Pavement Structural Section			
PCC	cubic yard	$354.83	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 401050
Asphalt Concrete Type A (Including Bike Lane)	cubic yard	$240.62	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 390132
Aggregate Base (Including Bike Lane)	cubic yard	$73.54	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 260203
Curb and Gutter	linear foot	$65.74	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2022/2023 - ITEM 731504
Section 3: Drainage			
Project Drainage	lump sum	15% of Sections 1 and 2	Same as RCTC
Section 4: Specialty Items			
Retaining Walls	square foot	$90.00	Source: MBI structural group
Ramp Realignment	each		
Water Quality and Erosion Control	lump sum	3% of sections 1 to 3	Same as RCTC
Environmental Mitigation	lump sum	3% of sections 1 to 3	Same as RCTC
Section 5: Traffic Items			
Lighting	each	$7,500	Source: RCTC
Traffic Signals	each	$531,086	Typical for public agency projects in Western Riverside County and Caltrans Contract Cost Data 2022/2023
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 846007
Marking - Thermo plastic cross walks & pavement marking	square foot	$7.31	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 840516
Pavement Marker Retroreflective	each	$5.06	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2022/2023 - ITEM 810230
Signage - 1 Post	each	$367.69	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2021/2022 - ITEM 820840
Signage - 2 Post	each	$1,211.58	Source: Ave unit costs from Local Projects and Caltrans Contract Cost Data 2022/2023 - ITEM 820850
Infrastructure for ITS of Network roadway segments	route mile	$686,383.00	Source: Ave unit costs from Local Projects and MBI ITS Team - Assumptions: 3 Traffic Signals per route mile
Section 6: Minor Items	lump sum	10% of sections 1 to 5	Same as RCTC
Section 7: Roadway Mobilization	lump sum	10% of sections 1 to 6	Same as RCTC
Section 8:Roadway Additions	lump sum	10% of sections 1 to 6	Same as RCTC
II. STRUCTURE ITEMS			
Major New Interchange - 2 Lane New Bridge	square foot	$400.00	Interchange/Interchange, Cloverleaf Interchange - Cost provided by MBI Structural Group
New Interchange - 2 Lane New Bridge	square foot	$400.00	Interchange/Interchange, Diamond Interchange - Cost provided by MBI Structural Group
Major Interchange Improvement - 2 Lane Bridge Widening	square foot	$500.00	Interchange/Interchange, Cloverleaf Interchange - Cost provided by MBI Structural Group
Bridge	square foot	$400.00	Cost provided by MBI Structural Group
Structure Mobilization	lump sum	10% of structure cost	Typical for public agency projects in Western Riverside County
III. RIGHT OF WAY ITEMS			
Urban			
Travel Way - Additional lane	square foot	$330	Provided by Epic Land Solutions, Inc.
Suburban			
Travel Way - Additional lane	square foot	$229	Provided by Epic Land Solutions, Inc.
Rural			
Travel Way - Additional lane	square foot	$5	Provided by Epic Land Solutions, Inc.
Utility Relocation	lump sum	10% of ROW	Includes mobilization for one occurrence per lane mile
Total Items		I + II + III	Same as RCTC
Maintenance of Traffic	lump sum	5% of total items	Same as RCTC

EXHIBIT F-3
WRCOG Transportation Uniform Mitigation Fee
2024 Nexus Update Master Property Cost Summary

URBAN	Avg. $ per SF	% of Total Area	Weighted Cost
Commercial			
Part Take	$22	1.4%	$0.30
Full Take	$597	7.9%	$47.40
		9.3%	
Industrial			
Part Take	$29	0.5%	$0.15
Full Take	$267	6.0%	$16.02
		6.5%	
Single Family Residential			
Part Take	$10	16.8%	$1.68
Full Take	$348	66.2%	$230.24
		83.0%	
Multi Family Residential			
Part Take	$27	0.3%	$0.07
Full Take	$307	0.8%	$2.52
		1.1%	
Average Unit Price per Square Foot:			$298.38
Residential & Non-Res. Relocation (7.5%):			$22.38
Demolition (3%)			$8.95
Urban Unit Cost per Square Foot:			**$329.71**

SUBURBAN	Avg. $ per SF	% of Total Area	Weighted Share
Commercial			
Part Take	$17	5.1%	$0.87
Full Take	$425	14.6%	$62.01
		19.7%	
Industrial			
Part Take	$20	0.0288	$0.58
Full Take	$227	0.08645	$19.62
		11.5%	
Single Family Residential			
Part Take	$4	0.24	$0.96
Full Take	$292	0.3866	$112.89
		62.7%	
Multi Family Residential			
Part Take	$14	0.0284	$0.40
Full Take	$313	0.0321	$10.05
		6.1%	
Average Unit Price per Square Foot:			$207.37
Residential & Non-Res. Relocation (7.5%):			$15.55
Demolition (3%)			$6.22
Suburban Unit Cost per Square Foot:			**$229.14**

RURAL	$ per SF
Range of Value of Rural Vacant land sold within last year:	$0.07 - $31.48
Average price per square foot of rural land:	$4.66
Miscellaneous improvements (10%):	$0.46
Rural Unit Cost per Square Foot:	**$5.12**

EXHIBIT F-4
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
Terrain 1 - Level Terrain

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Section 1: Earthwork				
Roadway Excavation				
Travel way	cubic yard	$38.55	0.00	$0
Imported Borrow				
Travel way	cubic yard	$20.47	0.00	$0
Clearing & Grubbing				
Travel way	acre	$12,100.00	1.94	$23,467
Develop Water Supply	lump sum	10% of Excavation and Borrow Cost	1.00	$0
Section 2: Pavement Structural Section				
Sidewalk				
PCC	cubic yard	$354.83	258.13	$91,593
Travel way				
Asphalt Concrete Type A	cubic yard	$240.62	1,032.53	$248,448
Aggregate Base	cubic yard	$73.54	2,596.98	$190,982
Curb and Gutter	linear foot	$65.74	5,280.00	$347,107
Section 3: Drainage				
Project Drainage	lump sum	15% of Sections 1 and 2	1.00	$135,240
Section 5: Traffic Items				
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	10,560.00	$27,245
Marking	square foot	$7.31	211.50	$1,546
Pavement Marker (Type G One-way Clear Retroreflective)	each	$5.06	110.00	$557
Signage - 1 Post (Mainline)	each	$367.69	33.00	$12,134
Total Items				$1,078,318
Maintenance of Traffic		5% of total items	1.00	$53,916
Project Cost / Lane mile				**$1,132,234**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
Terrain 2 - Rolling Terrain

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Section 1: Earthwork				
Roadway Excavation				
Travel way	cubic yard	$38.55	7,739.26	$298,348
Imported Borrow				
Travel way	cubic yard	$20.47	7,739.26	$158,423
Clearing & Grubbing				
Travel way	acre	$12,100.00	1.94	$23,467
Develop Water Supply	lump sum	10% of Excavation and Borrow Cost	1.00	$45,677
Section 2: Pavement Structural Section				
Sidewalk				
PCC	cubic yard	$354.83	258.13	$91,593
Travel way				
Asphalt Concrete Type A	cubic yard	$240.62	1,032.53	$248,448
Aggregate Base	cubic yard	$73.54	2,596.98	$190,982
Curb and Gutter	linear foot	$65.74	5,280.00	$347,107
Section 3: Drainage				
Project Drainage	lump sum	15% of Sections 1 and 2	1.00	$210,607
Section 5: Traffic Items				
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	10,560.00	$27,245
Marking	square foot	$7.31	211.50	$1,546
Pavement Marker (Type G One-way Clear Retroreflective)	each	$5.06	110.00	$557
Signage - 1 Post (Mainline)	each	$367.69	33.00	$12,134
Total Items				$1,656,133
Maintenance of Traffic		5% of total items	1.00	$82,807
Project Cost / Lane mile				**$1,738,940**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
Terrain 3 - Mountainous Terrain

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Section 1: Earthwork				
Roadway Excavation				
Travel way	cubic yard	$38.55	15,478.52	$596,697
Imported Borrow				
Travel way	cubic yard	$20.47	15,478.52	$316,845
Clearing & Grubbing				
Travel way	acre	$12,100.00	1.94	$23,467
Develop Water Supply	lump sum	10% of Excavation and Borrow Cost	1.00	$91,354
Section 2: Pavement Structural Section				
Sidewalk				
PCC	cubic yard	$354.83	258.13	$91,593
Travel way				
Asphalt Concrete Type A	cubic yard	$240.62	1,032.53	$248,448
Aggregate Base	cubic yard	$73.54	2,596.98	$190,982
Curb and Gutter	linear foot	$65.74	5,280.00	$347,107
Section 3: Drainage				
Project Drainage	lump sum	15% of Sections 1 and 2	1.00	$285,974
Section 5: Traffic Items				
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	10,560.00	$27,245
Marking	square foot	$7.31	211.50	$1,546
Pavement Marker (Type G One-way Clear Retroreflective)	each	$5.06	110.00	$557
Signage - 1 Post (Mainline)	each	$367.69	33.00	$12,134
Total Items				$2,233,949
Maintenance of Traffic		5% of total items	1.00	$111,697
Project Cost / Lane mile				**$2,345,646**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update

Landuse 1 - ROW Urban areas

	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
III. RIGHT OF WAY ITEMS				
Urban				
Travel Way	square foot	$329.71	95,040.00	$31,335,419
Project Cost / Lane mile			25%	**$7,833,855**

Landuse 2 - ROW Suburban Areas

	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
III. RIGHT OF WAY ITEMS				
Suburban				
Travel Way	square foot	$229.14	95,040.00	$21,777,847
Project Cost / Lane mile			25%	**$5,444,462**

Landuse 3 - ROW Rural areas

I. Roadway Items	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
III. RIGHT OF WAY ITEMS				
Rural				
Travel Way	square foot	$5.12	95,040.00	$486,605
Project Cost / Lane mile				**$486,605**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
Interchange 1 - Complex New Interchange/Interchange Modification

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Section 1: Earthwork				
Imported Borrow				
Travel way	cubic yard	$20.47	700,000.00	$14,329,000
Clearing & Grubbing				
Travel way	acre	$12,100.00	51.93	$628,349
Develop Water Supply	lump sum	10% of Excavation and Borrow Cost	1.00	$1,432,900
Section 2: Pavement Structural Section				
Asphalt Concrete Type A (Including Bike Lane)	cubic yard	$240.62	13,500.00	$3,248,370
Aggregate Base (Including Bike Lane)	cubic yard	$73.54	34,000.00	$2,500,360
Curb and Gutter	linear foot	$65.74	31,000.00	$2,037,940
Section 3: Drainage				
Project Drainage	lump sum	15% of Sections 1 and 2	1.00	$3,626,538
Section 5: Traffic Items				
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	84,250.00	$217,365
Marking	square foot	$7.31	368.00	$2,690
Signage - 1 Post	each	$367.69	14.00	$5,148
Signage - 2 Post	each	$1,211.58	4.00	$4,846
II. STRUCTURE ITEMS				
Complex New Interchange - 2 Lane New Bridge	square foot	$400.00	140,400.00	$56,160,000
Total Items		I + II + III		$84,193,506
Total Project Cost / lane mile				**$84,193,506**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
Interchange 2 - New Interchange/Interchange Modification

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Section 1: Earthwork				
Imported Borrow				
Travel way	cubic yard	$20.47	400,000.00	$8,188,000
Clearing & Grubbing				
Travel way	acre	$12,100.00	25.12	$304,000
Develop Water Supply	lump sum	10% of Excavation and Borrow Cost	1.00	$818,800
Section 2: Pavement Structural Section				
Asphalt Concrete Type A (Including Bike Lane)	cubic yard	$240.62	7,040.00	$1,693,965
Aggregate Base (Including Bike Lane)	cubic yard	$73.54	17,706.67	$1,302,148
Curb and Gutter	linear foot	$65.74	16,000.00	$1,051,840
Section 3: Drainage				
Project Drainage	lump sum	15% of Sections 1 and 2	1.00	$2,003,813
Section 5: Traffic Items				
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	43,200.00	$111,456
Marking	square foot	$7.31	368.00	$2,690
Signage - 1 Post	each	$367.69	36.00	$13,237
Signage - 2 Post	each	$1,211.58	4.00	$4,846
II. STRUCTURE ITEMS				
New Interchange - 2 Lane New Bridge	square foot	$400.00	70,000.00	$28,000,000
Total Items		I + II + III		$43,494,795
Total Project Cost / lane mile				**$43,494,795**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
Interchange 3 - Major Interchange Improvement

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Section 1: Earthwork				
Imported Borrow				
Travel way	cubic yard	$20.47	180,000.00	$3,684,600
Clearing & Grubbing				
Travel way	acre	$12,100.00	3.97	$48,000
Develop Water Supply	lump sum	10% of Excavation and Borrow Cost	1.00	$368,460
Section 2: Pavement Structural Section				
Asphalt Concrete Type A (Including Bike Lane)	cubic yard	$240.62	3,128.89	$752,873
Aggregate Base (Including Bike Lane)	cubic yard	$73.54	7,869.63	$578,733
Curb and Gutter	linear foot	$65.74	16,000.00	$1,051,840
Section 3: Drainage				
Project Drainage	lump sum	15% of Sections 1 and 2	1.00	$972,676
Section 5: Traffic Items				
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	32,000.00	$82,560
Marking	square foot	$7.31	184.00	$1,345
Signage - 1 Post	each	$367.69	20.00	$7,354
Signage - 2 Post	each	$1,211.58	4.00	$4,846
II. STRUCTURE ITEMS				
Major Interchange Improvement - 2 Lane Bridge Widening	square foot	$500.00	30,000.00	$15,000,000
Total Items		I + II + III		$22,553,287
Total Project Cost / lane mile				**$22,553,287**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
Bridge 1 - New Bridge Cost

II. STRUCTURE ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Bridge	square foot	$400.00	12.00	$4,800
Total Items		I + II + III		$4,800
Total Project Cost / lane mile				**$4,800**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
RRXing 1 - New Rail Grade Crossing

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Section 1: Earthwork				
Imported Borrow				
Travel way	cubic yard	$20.47	17,931.03	$367,048
Section 2: Pavement Structural Section				
Asphalt Concrete Type A (Including Bike Lane)	cubic yard	$240.62	782.22	$188,218
Aggregate Base (Including Bike Lane)	cubic yard	$73.54	1,967.41	$144,683
Curb and Gutter	linear foot	$65.74	1,180.00	$77,573
Section 3: Drainage				
Project Drainage	lump sum	15% of Sections 1 and 2	1.00	$116,628
Section 5: Traffic Items				
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	1,180.00	$3,044
II. STRUCTURE ITEMS				
Bridge	square foot	$400.00	2,880.00	$1,152,000
III. RIGHT OF WAY ITEMS				
Urban				
Travel Way - Additional lane	square foot	$329.71	49,000.00	$16,155,790
Total Items		I + II + III		$18,204,986
Total Project Cost / lane mile				**$18,204,986**

EXHIBIT F-4 (Continued)
WRCOG Transportation Uniform Mitigation Fee
Cost Assumption Estimate - 2024 Nexus Update
RRXing 2 - Widen Existing Rail Grade Crossing

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / lane mile	Cost / lane mile
Section 1: Earthwork				
Imported Borrow				
Travel way	cubic yard	$20.47	17.78	$364
Section 2: Pavement Structural Section				
Asphalt Concrete Type A (Including Bike Lane)	cubic yard	$240.62	782.22	$188,218
Aggregate Base (Including Bike Lane)	cubic yard	$73.54	1,967.41	$144,683
Curb and Gutter	linear foot	$65.74	1,180.00	$77,573
Section 3: Drainage				
Project Drainage	lump sum	15% of Sections 1 and 2	1.00	$61,626
Section 5: Traffic Items				
Striping - Thermo plastic (1 GP Lane, per direction)	linear foot	$2.58	1,180.00	$3,044
II. STRUCTURE ITEMS				
Bridge	square foot	$400.00	2,880.00	$1,152,000
III. RIGHT OF WAY ITEMS				
Urban				
Travel Way - Additional lane	square foot	$329.71	16,000.00	$5,275,360
Total Items		I + II + III		$6,902,869
Total Project Cost / lane mile				**$6,902,869**

EXHIBIT F-4 (Continued)

WRCOG Transportation Uniform Mitigation Fee

Cost Assumption Estimate - 2024 Nexus Update

Infrastructure for Intelligent Transportation Systems (ITS) on TUMF Network Roadway Segments

I. ROADWAY ITEMS	Unit	Unit Cost	Quantity / route mile	Cost / route mile
Infrastructure for ITS of Network roadway segments	route mile	$686,383.00	1.00	$686,383
Total Items		I + II + III		$686,383
Total Project Cost / route mile				**$686,383**

EXHIBIT F-5

Riverside County Integrated Project (RCIP) Multiple Species Habitat Conservation Plan (MSHCP)
adopted by the Riverside County Board of Supervisors on June 17, 2003

Section 8.0 MSHCP Funding/Financing of Reserve Assembly and Management

8.5 LOCAL FUNDING PROGRAM

The following local funding plan describes the local commitment for funding Reserve Assembly, Management, and Monitoring.

The local funding program includes funding from a variety of sources, including but not limited to, regional funding resulting from the importation of waste into landfills in Riverside County, mitigation for regional public infrastructure projects, mitigation for private infrastructure projects, mitigation for private Development, funds generated by local or regional incentive programs that encourage compact growth and the creation of transit-oriented communities, and dedications of lands in conjunction with local approval of private development projects.

The local funding program will fund the local portion of:

- Land acquisition
- Management
- Monitoring
- Adaptive Management
- Plan administration

8.5.1 Funding Sources

Local funding sources include funding from both public and private developers and regional entities in an effort to spread the financial burden of the MSHCP over a broad base. The mix of funding sources provides an equitable distribution of the cost for local mitigation under the MSHCP. In addition to equitably distributing mitigation for local projects, utilizing a mixture of funding sources will help ensure the long-term viability of the local funding program because a temporary decline in funding from one source may be offset by increases from another. The proposed local funding sources are described below and include:

- Local Development Mitigation Fees
- Density Bonus Fees
- Regional Infrastructure Project Contribution
- Landfill Tipping Fees

- Other Potential New Revenue Sources

➤ Local Development Mitigation Fees

New Development affects the environment directly through construction activity and cumulatively through population bases that result from Development. Government Code Section 66000 et seq. allows cities and counties to charge new Development for the costs of mitigating the impacts of new Development. The Cities and County will implement a Development Mitigation Fee pursuant to the MSHCP; this fee will be one of the primary sources of funding the implementation of the MSHCP. The fee ordinance adopted by the Cities and the County will provide for an annual CPI adjustment based upon the Consumer Price Index for "All Urban Consumers" in the Los Angeles-Anaheim-Riverside Area, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. There will also be a provision for the fee to be reevaluated and revised should it be found to insufficiently cover mitigation of new Development. A fee of approximately $1,500 per residential unit (or an equivalent fee per acre) and $4,800 per acre of commercial or industrial Development was used in the revenue projection shown in *Appendix B-05* of this document. The projected revenues from the Development Mitigation Fee are anticipated to be approximately $540 million over the next 25 years. A nexus study is required to demonstrate that the proposed fee is proportionate to the impacts of the new Development.

➤ Density Bonus Fees

The New Riverside County General Plan creates a number of incentive plans that have the potential both to further the goals of the County's General Plan and to facilitate the implementation of the MSHCP. *Section 8.4.2* above discusses the use of the Rural Incentive Program to aid in the Conservation of lands through non-acquisition means. An additional component of the Incentive Program enables developers to acquire the right to develop at an additional 25% increase in density by providing enhancements to their projects and by paying a "Density Bonus Fee." The fee is anticipated to be $3,000 – $5,000 per additional unit. This program offers a significant incentive to developers when compared with the typical cost of creating a new buildable lot.

The Density Bonus program is new to Riverside County, and it is, therefore, difficult to project annual revenues. The Local Funding Program assumes that between 10% and 20% of the residential units built in the unincorporated County area will participate in the incentive program and that only 50% of the revenues of the program will be committed to the MSHCP, with the remaining portion staying in the local community in which the additional units are located to provide additional

amenities that will help offset the greater density. Of the 330,000 units projected to be built over the next 25 years, 10% (or 33,000 units) are assumed to be built utilizing the Density Bonus Fee resulting in $132,000,000 in revenues of which 50% (or $66,000,000) will be allocated to the MSHCP.

➤ Regional Infrastructure Project Contribution

Regional infrastructure projects directly affect the environment not only through the effect they have on species and their Habitats, but also by facilitating continued new Development. It is appropriate, therefore, for regional infrastructure projects to contribute to Plan implementation . Four general categories of infrastructure projects have been identified:

- Transportation Infrastructure
- Regional Utility Projects
- Local Public Capital Construction Projects
- Regional Flood Control Projects

Transportation Infrastructure

The RCIP has identified the need for approximately $12 billion in new transportation infrastructure to support the Development proposed for the next 25 years. Each new transportation project will contribute to Plan implementation . Historically, these projects have budgeted 3% – 5% of their construction costs to mitigate environmental impacts. The local funding program anticipates that more than one-half of the $12 billion cost of contribution to acquisition of Additional Reserve Lands will be funded locally and will result in approximately $371 million in contribution over the next 25 years as discussed below.

▸ Riverside County's ½ cent sales tax for Transportation

In 1988, Riverside County voters approved a measure to increase local sales tax by ½ cent to fund new transportation projects (Measure A). The sales tax measure is due to be reauthorized in 2002. Under the reauthorization, $121 million will be allocated as local contribution under the MSHCP. (For further information on the sales tax measure, see *Section 13.5* of the MSHCP Implementing Agreement and *Appendix B-07* of this document).

Regional Utility Projects

As Riverside County's population doubles over the next 25 years, new regional utility infrastructure will be required. Since the utilities are not Permittees under the MSHCP, they may choose to mitigate under the Plan or seek their own regulatory permits. In either case, their mitigation will be focused on the objectives of the MSHCP and will contribute to the local implementation funding. No estimate of the number of projects or the scope or costs is available at this time; consequently, no estimate of mitigation funding has been made. The Permittees expect that regional utility projects will contribute to the implementation of the MSHCP and provide an additional contingency should other revenue sources not generate the projected levels of funding or should implementation costs be higher than projected.

Local Public Capital Construction Projects

Local public capital construction projects may include construction of new schools, universities, City or County administrative facilities, jails, courts, juvenile facilities, parks, libraries, or other facilities that serve the public. These projects will be mitigated under the MSHCP and will utilize a per acre mitigation fee based on the fee then in place for private, commercial and industrial Development. No attempt has been made to estimate the number or magnitude of these projects. The Permittees expect that local pubic construction projects will contribute to the implementation of the MSHCP and provide an additional contingency should other revenue sources not generate the projected levels of funding or should implementation costs be higher than projected.

Regional Flood Control Projects

Flood control projects will receive coverage under the MSHCP for both new capital construction and for the maintenance of existing and new facilities. Preliminary estimates from the Riverside County Flood Control and Water Conservation District indicate that they will likely budget approximately $15 M in projects annually. Based on using 3% of capital costs, the District would be expected to contribute approximately $450,000 to $750,000 annually to MSHCP implementation. Since many flood control projects serve existing developed communities and therefore have less impacts than projects adding capacity to serve new Development and may provide some conservation value especially in terms of Constrained Linkages, the District's contributions may average something below the 5% level on average.

➤ Landfill Tipping Fees

Riverside County has utilized revenues from public and private landfills in Riverside County to generate funding for conservation and open space projects for over a decade. In 1990, the County utilized $1 per ton tipping fee assessed all waste deposited in County landfills to fund the acquisition of the Santa Rosa Plateau and approximately $260,000 annually to fund the operation of the County Park and Open Space Districts. More recently, the County has negotiated agreements with two private landfills in the County to commit $1 per ton on all waste imported from outside Riverside County to Conservation within Riverside County.

El Sobrante Landfill

This privately owned landfill was permitted to expand its capacity to 10,000 tons per day in 2001. In approving the landfill expansion, the Riverside County Board of Supervisors authorized fifty cents per ton of the County's portion of the revenue from the landfill expansion to be applied to Conservation in addition to the $1 per ton that was committed under the landfill agreement. The projection of the annual tonnage and revenue for Conservation included in *Appendix B-09* of this document reflects the $1.5 per ton commitment to Conservation. Over the life of the landfill, 60 million tons of imported waste are allowed. Sixty million tons at $1.5 per ton will generate $90 million for Conservation. The Cash Flow Analysis in *Appendix B-10* of this document reflects the annual revenues from the El Sobrante Landfill.

County Landfills

The County Board of Supervisors, beginning in 1990, authorized $1 per ton for all in-county waste deposited in County landfills to go toward habitat and open space Conservation. After adjusting for the debt service on the Santa Rosa Plateau acquisition and an annual commitment to the Park and Open Space District, there is a projected annual balance of $400,000 that can be applied to additional Conservation under the MSHCP. *Appendix B-09* of this document includes a projection of tonnage from in-County waste at County landfills. The Cash Flow Analysis in *Appendix B-10* of this document reflects the annual revenues from the County landfills. Over the next 25 years, County landfills will contribute approximately $10 million to the implementation of the MSHCP.

Eagle Mountain

In 1997, the County approved the use of the old Kaiser mine at Eagle Mountain in eastern Riverside County as a regional landfill to serve primarily Los Angeles County. Subsequently, the Los Angeles County Sanitation District has acquired the rights to the Eagle Mountain Landfill and intends to begin operation of the landfill within the next decade. At this time, litigation is still pending that could prohibit the development of the landfill. The Development Agreement with the County would require the payment of $1 per ton for Conservation if the landfill is developed. Conservation needs in the Coachella Valley would have first priority over the revenues from the Eagle Mountain Landfill; however, some portion of the revenues would be available to support Conservation needs in Western Riverside County. The Permittees expect that the Eagle Mountain Landfill will provide funding to support implementation of the MSHCP over the life of the MSHCP. However, no revenue from the Eagle Mountain Landfill has been projected in the funding program at this time. These potential revenues provide a contingency should other revenue sources not generate the projected levels of funding or should implementation costs be higher than projected.

➤ Potential New Revenue Sources

The County and Cities may levy assessments to pay for services that directly benefit the property on which the fee is levied. Under current law, a local election may be required to initially levy the assessment or to confirm the assessment if a protest is filed. No such assessments are currently projected for the MSHCP. As the MSHCP Conservation Area is developed, however, its value as open space and for recreation opportunities may lend itself to a local funding program for ongoing management and enhancement. In more urban areas, which Western Riverside County will be in 25 years, local voters routinely approve such funding programs.

Other revenue opportunities may be realized over the next 25 years. The County, Cities, and RCA will explore new revenue sources to support the acquisition of the MSHCP Conservation Area and its long-term management and enhancement. A goal of any new fee would be to spread a portion of the costs for the MSHCP across as broad a regional base as possible.



TABLE 8-5
LOCAL PUBLIC/REGIONAL FUNDING SOURCES

Source Anticipated	$ Range	Requirements to Implement	Responsible Party
Private Funding Sources:			
Cities and County Development Mitigation Fees	$539.6M	Approval of County Ordinance Approval of City(ies) Ordinance	County Cities
Density Bonus Fees	$66M	Approval of General Plan	County
Public Funding Sources			
Local Roads	$121M	Approval of Measure A, local agreement on allocation	RCTC/County
Other Transportation	$250M	% of new road construction	RCTC/County
Other infrastructure Projects	$unknown	Project-by-project negotiation	County and Cities
El Sobrante Landfill	$90M	In place	County
County Landfills	$10M	In place	County
Eagle Mountain Landfill	$unknown	In place pending start-up	County
New Regional funding	$unknown	Voter approval	County and Cities
TOTAL LOCAL FUNDS	**$1,076.6M**		

8.6 ADEQUACY OF FUNDING

The Permittees and the Wildlife Agencies will annually evaluate the performance of the funding mechanisms and, notwithstanding other provisions of the MSHCP, will develop any necessary modifications to the funding mechanisms to address additional funding needs. Additionally, this annual evaluation will include an assessment of the funding plan and anticipate funding needs over the ensuing 18 months for the purpose of identifying any potential deficiencies in cash flow. If deficiencies are identified through this evaluation, then the Permittees and the Wildlife Agencies will develop strategies to address any additional funding needs consistent with the terms and conditions of the MSHCP.

EXHIBIT F-6

Western Riverside County Multiple Species Habitat Conservation Plan Nexus Fee Study Update Final Report
Economic & Planning Systems, Inc., October 2020

Final Report

Western Riverside County Multiple Species Habitat Conservation Plan Nexus Fee Study Update

Prepared for:

Western Riverside County Regional Conservation Authority

Prepared by:

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1. INTRODUCTION AND KEY FINDINGS

This Updated Nexus Study (2020 Nexus Study) provides the technical justification for changes to the Local Development Mitigation Fee schedule that applies to Local Permittee participants in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan). These changes are necessary to ensure adequate funding of the obligations of the Local Permittees under the MSHCP and the associated Incidental Take Permit and Implementing Agreement. The resulting increased fee revenues will support the continued implementation of the MSHCP and the streamlining of endangered species incidental take permitting for new Western Riverside County development provided under the MSHCP. This Nexus Study is consistent with the requirements of California Government Code 66000 et seq. (the Mitigation Fee Act) that requires specific findings (as well as administration and implementation procedures) for "any action establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency."

Background

The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan), originally adopted in 2004, is a comprehensive, multi-jurisdictional Habitat Conservation Plan (HCP) focusing on the conservation of species and their associated habitats in Western Riverside County. The MSHCP was developed in response to the need for future growth opportunities in Western Riverside County while addressing the requirements of the State and federal Endangered Species Acts. The MSHCP serves as an HCP pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act of 1973 as well as a Natural Communities Conservation Plan under the NCCP Act of 2001. The MSHCP streamlines these environmental permitting processes by allowing the participating jurisdictions to authorize "take" of plant and wildlife species identified within the Plan Area. At the same time, Plan implementation provides a coordinated MSHCP Conservation Area and implementation program to preserve biological diversity and maintain the region's quality of life.

The MSHCP and the associated Implementing Agreement and Incidental Take Permit collectively determine a set of conservation actions that must be taken to meet the terms of the Incidental Take Permit and benefit from the regulatory streamlining and other benefits of the MSHCP. This includes the identification of the responsible parties, including the responsibilities of the Local Permittees.[1] One of the key requirements of the MSHCP, Implementing Agreement, and Incidental Take Permit (consistent with the requirements of the federal Endangered Species Act) is the provision of adequate funding by Local Permittees to the Implementing Entity (the Western Riverside County Regional Conservation Authority[2]) to conduct their portion of the conservation actions identified in the MSHCP.

[1] Local Permittees include the Western Riverside cities, the County of Riverside, County Flood Control and Water Conservation District, County Regional Park and Open-Space District, County Department of Waste Resources, and Riverside County Transportation Commission.

[2] The Western Riverside County Regional Conservation Agency is a Joint Powers Authority established in 2004 to implement the MSHCP.

Section 8.0 of the MSHCP outlines the MSHCP funding/financing approach. It also identified best estimates of Plan implementation costs at the time of Plan adoption, including the local funding commitment that represents a portion of the overall land acquisition, management and monitoring, and Plan administration costs. The Local Funding Program included a mix of funding sources to provide "an equitable distribution of the cost for local mitigation under the MSHCP." The proposed funding sources included Local Development Mitigation Fees (and land dedications), regional infrastructure project public contributions (including contributions to mitigate for transportation infrastructure, regional utility projects, local public capital construction projects, and regional flood control projects), and landfill tipping fees.

Participating cities and the County were each required to implement a Local Development Mitigation Fee under California Government Code Section 66000 et seq. (the "Mitigation Fee Act") and supported by the separate "Final Mitigation Fee Nexus Study Report for the Western Riverside County Multiple Species Habitat Conservation Plan," July 1, 2003 (Original or 2003 Nexus Study). The MSHCP funding chapter notes the need for frequent evaluations of the performance of the funding mechanisms and assessments of the funding plan and the need to make any necessary modifications to the funding mechanisms. The MSHCP also notes that the mitigation fee will need to be "reevaluated and revised should it be found to insufficiently cover mitigation of new development."

In addition to the common practice of updating mitigation fees periodically to account for changing circumstances, the Western Riverside County Regional Conservation Authority (RCA) has determined that significant changes have occurred and/or circumstances have arisen that justify an update to the mitigation fees. These changes include, but are not limited to, the following:

- The need to acquire more land than originally forecast due to the lower than expected land dedication.
- The lower-than-expected levels of non-fee funding from local and regional funding sources.
- The lower than expected levels of residential development.
- The need to diversify land acquisitions away from a focus on the larger, more remote parcels to also acquiring parcels closer to urbanized areas, consistent with the reserve assembly requirements of the MSHCP.

Original and Existing Fee Schedule

All local jurisdictions participating in the MSHCP and obtaining coverage for public and private take in their jurisdictions were required to adopt and implement the 2004 Mitigation Fee Schedule through ordinance and resolution and then to pass through the fee funding (except for any additional administrative charges added by the jurisdictions) to the RCA to fund MSHCP implementation. The ordinances allowed for periodic inflationary increases based on the annual change in the Consumer Price Index for the Los Angeles-Anaheim-Riverside area. In 2018 the Bureau of Labor Statistics implemented a geographic revision, establishing Riverside as its own Core Based Statistical Area. As a result, Riverside was removed from the Consumer Price Index encompassing Los Angeles and Anaheim. Going forward, inflationary increases will be based on the annual change in the Consumer Price Index for the newly established Riverside-San

Bernardino-Ontario area. As outlined in the 2003 Nexus Study (Original Nexus Study), all new development in Western Riverside County is required to pay the mitigation fee.

Table 1 shows the original 2004 Local Development Mitigation Fee schedule and the current 2021 Fee Schedule that reflects periodic inflationary fee adjustments using the indexing process that collectively increased the fees by 35 percent between 2004 and 2020 (this was below the overall inflation index increase over this period).

Table 1 2004 and 2021 MSHCP Fee Schedule

Fee Category	2004 Fee per unit or per acre	2021 Fee per unit or per acre[3]
Residential: Up to 8.0 dwelling units per acre (DUAC)	$1,651	$2,234
Residential: 8.0-14.0 DUAC	$1,057	$1,430
Residential: 14.0+ DUAC	$859	$1,161
Commercial (per acre)	$5,620	$7,606
Industrial (per acre)	$5,620	$7,606

Updated Mitigation Fee Schedules

This 2020 Nexus Study has estimated the increased fee level that would be required to provide sufficient revenues, based on the best available forecasts of future growth, to support the full implementation of the MSHCP, including the completion of all land acquisition and the establishment of the necessary endowment, by 2029 (Year 25 of Plan implementation).[4] Because, as shown below, this would require a major increase in the fee levels, three other scenarios are also considered where different time extensions provide more time for land acquisition.[5] These extensions allow for the costs of Plan implementation (including land acquisitions) to be spread across more development and, as a result, moderate the level of mitigation fee increase required. In addition, the longer extension scenarios require a pace of land acquisition that is more consistent with what has proven to be achievable. All of these fee

[3] Note it is RCA procedure to refer to fees during, for example, Fiscal Year 2020/2021, as the 2021 fee. The 2021 fee became effective July 1, 2020, and applies for the fiscal year of 2020-21 (i.e., until June 30, 2021 when the 2022 Fee begins).

[4] The MSHCP provided a 25-year period of the required land acquisition with the larger 75-year permit term. This is labelled the "No Extension" or "Baseline Scenario" in this Update Study.

[5] The baseline scenario as well as the extension scenarios assume that all land acquisition as well as the full endowment will be completed/ established by the end of the specified implementation/ land acquisition period. Interest from the non-depleting endowment will fund all ongoing costs thereafter.

increases would be consistent with the Mitigation Fee Act and the MSHCP and associated Incidental Take Permit and Implementing Agreement.

The mitigation fee levels shown for each extension scenario are the fee levels required to cover the appropriate portion of the Local Permittee MSHCP implementation costs based on the best information available at this time. The revised mitigation fee levels reflect changes in estimated costs, expected levels of land dedication, and non-fee funding. Consistent with the MSHCP and Original Nexus Study, it is assumed that all new development in Western Riverside County will pay the mitigation fee because, as noted in the MSHCP, "new development affects the environment through construction activity and cumulatively through population bases that result from such development."[6] Importantly, the revised mitigation fee levels also reflect the decision to determine the mitigation fee that applies to different land uses on a consistent per gross acre basis. This approach is considered to provide a clear, consistent, and proportionate method for determining mitigation fees on new development.[7] The 2020 Nexus Study does convert the overarching per gross acre fee into per unit residential fees for different density ranges; this conversion was conducted to provide implementation/administrative consistency for member jurisdictions.

Table 2 Updated MSHCP Implementation Costs and Per Acre Mitigation Fees

Fee Per Acre	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Net Cost	**$912,756,583**	**$902,353,150**	**$892,767,438**	**$883,987,805**
Acres of Development				
Residential	14,026	21,818	29,611	37,403
Nonresidential	6,239	9,705	13,171	16,637
Total	**20,265**	**31,523**	**42,782**	**54,040**
Mitigation Fee per Acre	**$45,041**	**$28,625**	**$20,868**	**$16,358**

Sources: Southern California Association of Governments; Western Riverside County RCA; Economic & Planning Systems, Inc.

[6] Consistent with the Original Nexus Study and the technical analysis in this study update (and as described in more detail in the Fee Implementation Handbook), certain types of public improvements/ infrastructure projects will make mitigation payments calculated as a percent of total improvement cost. All projects are required to make a mitigation payment/contribution (except where exempted as specified in the Ordinance); where no mitigation payment process is specified, the project will pay the updated per acre mitigation fee.

[7] This is the approach taken by the majority of regional Habitat Conservation Plans in California, including the Coachella Valley Multiple Species Habitat Conservation Plan mitigation fee.

As shown in **Table 2**, the required mitigation fee per gross acre of development varies substantially based on level of extension as follows:

- **No Extension**. Under the current structure, where all land acquisition must occur by the end of Year 25 of MSHCP implementation (2029), a mitigation fee of **$45,041 per acre** of development would be required.
- **5-Year Extension**. With a 5-year extension, where all land acquisition must occur by the end of Year 30 of MSHCP implementation (2034), a mitigation fee of **$28,625 per acre** of development would be required.
- **10-Year Extension**. With a 10-year extension, where all land acquisition must occur by the end of Year 35 of MSHCP implementation (2039), a mitigation fee of **$20,868 per acre** of development would be required.
- **15-Year Extension**. With a 15-year extension, where all land acquisition must occur by the end of Year 40 of MSHCP implementation (2044), a mitigation fee of **$16,358 per acre** of development would be required.

For residential development, the per gross acre fee is translated into per residential unit fees by density category to provide for a fee framework that is consistent with the current fee structure. The per residential unit fees are calculated by dividing the per gross acre fee by an assumed typical/ average density for each of the three density ranges (low, medium, and high).[8] The full mitigation fee schedule (for each extension scenario) is shown in **Table 3**, including the per unit residential fees by density category and per gross acre fees for non-residential development. The typical/ average residential densities used to calculate the per-unit residential fees are the same as the density assumptions in the Original Nexus Study.[9]

[8] For example, the $3,635 per unit Residential – Low fee under the 15-year extension is derived by dividing the overall per gross acre mitigation fee of $16,358 (shown in Figure 2) by the assumed typical/average density of Residential Low of 4.5 units/acre.

[9] The Fee Implementation Handbook provides more specifics on how to determine a project's residential density and therefore the appropriate per unit residential fee that applies.

Table 3 Updated Mitigation Fee Schedule by Extension Scenario

Fee Per Unit	Current Fee 2021[1]	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Residential - Low (Up to 8.0 DUAC)[2 3]	$2,234	$10,009	$6,361	$4,637	$3,635
Residential - Medium (8.0-14.0 DUAC)[2 3]	$1,430	$4,170	$2,650	$1,932	$1,515
Residential - High (14.0+ DUAC) [2 3]	$1,161	$1,846	$1,173	$855	$670
Commercial / Industrial (per acre)	$7,606	$45,041	$28,625	$20,868	$16,358

1. Western Riverside County Multiple Species Conservation. Local Development Mitigation Fee Schedule for FY 2020-21 (Effective July 1, 2020 – June 30, 2021), annually adjusted using the Consumer Price Index.

2. Per acre mitigation fees translated into per unit fees based on the following residential densities: for low density, 4.5 units per acre; for medium density, 10.8 units per acre; for high density, 24.4 units per acre, consistent with the assumptions used in Appendix E of the original Nexus Study.

3. DUAC stands for Dwelling Units per Acre.

Sources: Southern California Association of Governments; Western Riverside County RCA; Economic & Planning Systems, Inc.

Key Drivers of Fee Change

The change in Local Development Mitigation Fee is the result of a number of different contributing factors ("moving parts"), fully documented and detailed in **Chapters 2** through **7**. This Nexus Study is based on the most current information available including, for some inputs, recent years of experience from MSHCP implementation. The factors that have had the most significant effect on the Local Development Mitigation Fee calculations are summarized below.

1. **Lower-than-expected land dedications substantially increase the Local Permittee habitat acquisition cost component of MSHCP implementation.** The MSHCP assumed that 41,000 of the 97,000 acres (42 percent) to be conserved by Local Permittee action/funding would be provided at no cost through land dedication associated with development inside the Criteria Cells. Through the first sixteen years of Plan implementation, less than 1,000 acres of the Local Permittee habitat conservation obligations have been generated through these dedications. An additional 10,000 acres of land dedication requirements have been required as part of proposed developments that have yet to occur. Beyond the dedication associated with previously proposed projects, additional land dedication is not expected.[10] As a result, the 2020 Nexus Study assumes the noted 10,000 acres of land dedication is formalized over the next eight years (an average annual land dedication of 1,250 acres per year) prior to the end of the current land acquisition period. No additional land dedication is assumed, even if the acquisition period is extended. As a result, at the end of the current habitat acquisition period (Year 25 of Plan

[10] In September 2016, the RCA revised its fee credit and waiver policy, limiting the likelihood of projects paying fees and dedicating land.

implementation), total land dedication is expected to represent about 11,000 acres and about 11 percent of the Local Permittee land conservation requirement. The RCA therefore needs to directly acquire an additional 30,000 acres of land relative to the expectations of the Original Nexus Study.

2. **Lower than expected regional infrastructure public contributions have reduced the non-fee funding available, increasing the costs to be funded through the mitigation fee.** The MSHCP assumed a substantial level of funding from regional infrastructure project public contributions, including transportation infrastructure, regional utility projects, local public capital construction projects, and regional flood control projects, as well as from landfill tipping fees. While the Measure A sales tax has provided substantial funding as expected, other revenue sources, on aggregate, have provided (and are expected to continue to provide) substantially less funding than forecast in the 2003 Nexus Study. As a result, mitigation fees will need to cover about 91 percent of Local Permittee MSHCP implementation costs relative to the original assumption of about 56 percent.

3. **The change towards a consistent "per gross developed acre" fee basis provides a more consistent approach for all land use development types.** The 2003 Nexus Study used an "Equivalent Benefit Unit" approach to distributing mitigation costs between different land use categories. This Nexus Study adjusts the fee calculation to the more commonly used per gross acre basis. Under this approach, the new Local Development Mitigation Fees are all based on one "across the board" per gross acre fee determination. Non-residential development then pays this per acre fee, while per unit residential fees by density category are derived from this common per gross acre fee.[11] This change evens out some of the prior differences in mitigation fee levels.

4. **The estimates of average per acre land values have not changed substantially, so they have had a limited effect on the change in mitigation fees.** The original MSHCP implementation cost estimate was based on an average land value of about $13,100 per acre. This was based on research on land transactions of parcels with different land use designations and sizes in 2001/2002. The land valuation analysis conducted for this Nexus Study estimated a planning-level land value of about $14,300 per acre based on land transactions primarily in the 2014 to 2017 period (inflated to 2019-dollar terms). As a result, land value estimates have not changed substantially in nominal dollar terms since the Original Nexus Study. This estimated per acre land value is above the cost of most RCA transactions to date, though the average land values of future RCA land acquisition are expected to increase due to the increasing need to purchase more expensive land in "linkage" areas.

[11] Similar to the Original Nexus Study, all new development in Western Riverside County is required to pay the mitigation fee (or otherwise provide the necessary mitigation). The conversion from per gross acre to per unit fees for residential development is conducted to provide administrative continuity for member agencies.

Organization of Report

This Nexus Study includes several chapters. **Chapter 1**, this chapter, describes the purpose and need for this Nexus Study, the recommended changes in the Local Development Mitigation Fee, and the key drivers of these changes. **Chapters 2** through **7** provide the technical analysis that supports the updated fees and nexus findings. **Chapter 2** summarizes the purpose of and basis for the MSHCP, the conservation requirements of the MSHCP, and the financing strategy and approach developed to implement the MSHCP in 2004. **Chapter 3** describes the conservation achievements to date, identifies the remaining conservation requirements, and identifies expected land dedication. **Chapter 4** provides the development forecast used in the calculation of the updated mitigation fees. **Chapter 5** provides the estimates of MSHCP implementation costs, including land acquisition, management and monitoring, program administration, and endowment. **Chapter 6** describes the historical levels of non-fee revenues available to help fund Local Permittee MSHCP implementation costs. **Chapter 7** brings together the technical analysis in **Chapters 2** through **6** to estimate the updated 2020 Local Development Mitigation Fees. **Chapter 8** provides the nexus findings required under the Mitigation Fee Act as require to establish the updated fees. Finally, **Chapter 9** highlights some of the administration and implementation requirements under the Mitigation Fee Act, recognizing that the Fee Implementation Handbook provides more specific guidance to the RCA and its partner agencies on the implementation of the mitigation fee program.

2. MSHCP POLICIES, GOALS, AND FINANCING STRATEGY

MSHCP Purpose, Basis, and Goals

In response to the need to maintain future growth opportunities in Western Riverside County while addressing the requirements of the state and federal Endangered Species Acts, the County and the Riverside County Transportation Commission initiated the Riverside County Integrated Project (RCIP) in 1999. The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) is one part of the RCIP that includes:

- **Updated County General Plan.** Addresses the required general plan elements such as land use, circulation, housing and open space, and conservation and includes programs to implement the MSHCP, enhance transit alternatives, and encourage development of mixed-use centers.
- **Community and Environment Transportation Acceptability Process**. Identifies future transportation corridors in Western Riverside and provides needed environmental documentation to allow preservation of future right-of-ways.
- **MSHCP**. The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan) is a comprehensive, multi-jurisdictional Habitat Conservation Plan (HCP) focusing on the conservation of species and their associated habitats in Western Riverside County. The MSHCP conserves vulnerable plant and animal species and their associated habitats in Western Riverside County and supports economic development.

The MSHCP was adopted in 2003 by the Riverside County Board of Supervisors. Subsequently, all of the Western Riverside cities, the County of Riverside, County Flood Control and Water Conservation District, County Regional Parks and Open-Space District, County Department of Waste Resources, Riverside County Transportation Commission, California Department of Transportation, California Department of Parks and Recreation, California Department of Fish and Game, the US Fish and Wildlife Service and the RCA signed an Implementing Agreement for the MSHCP. The Implementing Agreement includes terms to ensure MSHCP-implementation, defines remedies and recourses should any of the parties of the Agreement fail to perform obligations, and provides assurances that, as long as the MSHCP is being implemented, the Wildlife Agencies will not require additional mitigation from the Permittees.[12]

The MSHCP serves as an HCP pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act of 1973 as well as a Natural Communities Conservation Plan under the NCCP Act of 2001. The MSHCP streamlines these environmental permitting processes by allowing the participating jurisdictions to authorize "take" of plant and wildlife species identified within the Plan Area. At the same time, Plan implementation provides a coordinated MSHCP Conservation Area and implementation program to preserve biological diversity and maintain the region's quality of life.

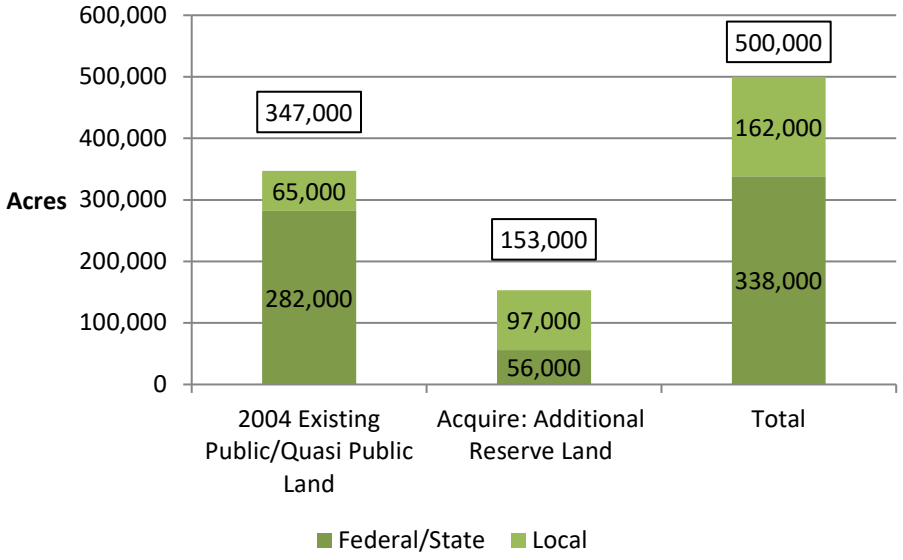
[12] The Wildlife Agencies include the US Fish and Wildlife Service and the California Department of Fish and Wildlife and the Permittees include all of the other parties to the Implementing Agreement.

The MSHCP and the associated Implementing Agreement and Incidental Take Permit collectively determine a set of conservation actions, and the associated responsible parties, that must be taken to meet the terms of the Incidental Take Permit and benefit from the regulatory streamlining and other benefits of the MSHCP. This includes the identification of the responsibilities of the Local Permittees.[13]

MSHCP Conservation Requirements

The goal of the MSHCP is to enhance and maintain biological diversity and ecosystems processes while allowing future economic growth. The MSHCP calls for an MSHCP Conservation Area of 500,000 acres and focuses on the conservation of 146 species.

Figure 1 State of Conservation in 2003: Conserved Land, Additional Reserve Land to be Acquired, and Total MSHCP Conservation Area Needed



As shown in **Figure 1**, when the MSHCP was adopted, existing public and quasi-public conservation lands covered 347,000 acres, leaving a need for 153,000 acres of land, called Additional Reserve Land (ARL), to meet the goals of the MSHCP (see **Figure 1**). The MSHCP specifies that responsibility for the conservation of the 153,000-acre Additional Reserve Lands is shared by the local development process (97,000 acres) and state and federal purchases (56,000).

[13] Local Permittees include the Western Riverside cities, the County of Riverside, County Flood Control and Water Conservation District, County Regional Park and Open Space District, County Department of Waste Resources, and Riverside County Transportation Commission.

Table 4 MSHCP Goals by Area Plan

Area Plan	Total Area of Criteria Cells	Low End of Goal	High End of Goal	Midpoint
Cities of Riverside and Norco	1,756	90	240	165
Eastvale	665	145	290	220
Elsinore	28,946	11,700	18,515	15,110
Harvest Valley / Winchester	820	430	605	515
Highgrove	1,452	345	675	510
Jurupa	5,476	890	1,870	1,380
Lake Mathews / Woodcrest	11,673	3,215	5,470	4,340
Lakeview / Nuevo	14,682	6,650	10,235	8,445
Mead Valley	7,703	1,885	3,635	2,760
Reche Canyon / Badlands	26,000	10,520	15,610	13,065
REMAP	78,423	41,400	58,470	49,935
San Jacinto Valley	32,828	11,540	19,465	15,500
Southwest Area	66,076	22,500	36,360	29,430
Sun City / Menifee Valley	2,059	1,120	1,585	1,355
Temescal Canyon	10,007	3,485	5,800	4,645
The Pass	22,652	8,540	13,925	11,230
Total	**311,218**	**124,455**	**192,750**	**158,605**

The MSHCP includes methods to determine whether the goals of the Plan are being met. One of the methods is measuring the extent to which conservation acquisitions are moving toward acquisition goals by each Area Plan.[14] Area Plans are established in the County's General Plan and are used in the MSHCP as a common geographic unit in Western Riverside County. The MSHCP established low, high, and midpoint acquisition goals for each Area Plan based on biological needs. The midpoint acquisition goals for each Area Plan range from 165 to nearly 49,935 acres, as shown in **Table 4**. The midpoint goals sum to 158,605 which represents 5,605 acres more than are needed to fulfill the MSHCP goals. As a result, acquisitions in some Area Plans can fall below the mid-point targets while the total ARL can still achieve the 153,000-acre goal.

MSHCP Financing Strategy

One of the key requirements of the MSHCP, Implementing Agreement, and Incidental Take Permit (consistent with the requirements of the federal Endangered Species Act) is the provision of adequate funding by Local Permittees to the Implementing Entity (the Regional Conservation Authority) to conduct the conservation actions identified in the MSHCP as the responsibility of the Local Permittees.

[14] Other geographic units include Rough Steps, city jurisdictions, and Area Plan subunits. For the purposes of this analysis, Area Plans have been selected as the primary unit of analysis because they are the middle-sized unit (smaller than Rough Steps and larger than Area Plan subunits) and have not changed over time (unlike jurisdictions, several of which have incorporated since the adoption of the MSHCP.

Section 8.0 of the MSHCP addresses "MSHCP Funding/Financing of Reserve Assembly and Management." This section provides best estimates of Plan implementation costs at the time of Plan adoption, including the local funding commitment – the portion of Plan implementation costs that represents the Local Permittees' portion of the overall land acquisition, management, monitoring, adaptive management, and Plan administration costs. Section 8.5 describes the Local Funding Program. The Local Funding Program included a mix of funding sources to provide "an equitable distribution of the cost for local mitigation under the MSHCP." The proposed funding sources included Local Development Mitigation Fees, density bonus fees, regional infrastructure project public contributions (including transportation infrastructure, regional utility projects, local public capital construction projects, and regional flood control projects), and landfill tipping fees. Key components of the overall MSHCP implementation and funding strategy are highlighted below:

- The Regional Conservation Authority would implement the MSHCP with funding from different sources.
- The permanent protection of 97,000 acres in Additional Reserve Lands by Year 25 of the Plan (2029) would be achieved through direct purchase of habitat lands by the RCA using local funding and through the HANS dedication process.[15]
- Local funding sources would fund the ongoing management and maintenance costs of the local portion of the Additional Reserve Lands acquired through local funding (97,000 acres by end of acquisition period).
- Local funding sources would fund monitoring activities on the pre-Plan local conservation and all the new Additional Reserve Lands (500,000 acers by end of acquisition period).
- The permanent protection of 56,000 acres in Additional Reserve Lands by Year 25 would be achieved using state/federal funding sources or contributions.
- State and federal funding sources would fund the management and maintenance costs of the State/federal portion of the required Additional Reserve Lands.
- Local Development Mitigation Fees (on private development) would fund the Local Permittee MSHCP implementation costs that were not funded by other local/regional funding sources or public contributions for public development project mitigation.
- The overall permit period was set at 75 years. Once habitat acquisition was completed by Year 25, remaining funds along with newly created revenue sources were to be used to fund

[15] Section 6.1.1 of the MSHCP describes the HANS process. The Habitat Evaluation and Acquisition Negotiation Strategy (HANS) process applied to any property owner applying for a discretionary permit for land within a Criteria Area/Criteria Cell. Under the process, the County determined whether portions of the property are needed for conservation and then may send their evaluation to the RCA for Joint Project Review (JPR). During JPR, the project applicant negotiated the terms of the development and conservation of the project. The applicant also paid fees on the new development. This approach was refined when a new fee credit policy, adopted in 2016, provided for fee credits where appropriate lands are dedicated.

monitoring and management as well as to fund the establishment of an endowment to cover ongoing post-permit costs (beyond Year 75).

Importantly, the MSHCP funding chapter notes that frequent evaluations of the performance of the funding mechanisms and assessments of the funding plan will occur and that any necessary modifications to the funding mechanisms will be developed.

MSHCP Implementation Costs and Funding Sources

The original estimated costs and proposed funding sources were documented in the MSHCP and are summarized in **Table 5**. These were developed based on research and analysis conducted as part of MSHCP development.

As shown, Plan implementation costs over the first 25 years of implementation were estimated at about $950 million in 2004-dollar terms. Key assumptions driving the implementation cost estimates included:

- **Dedications**. Direct acquisition using local funding sources would be required to acquire 56,000 acres, with 41,000 acres (or 42 percent) of the required local habitat protection coming through HANS dedication.
- **Land Cost**. Average land value of $13,100 per acre for Additional Reserve Lands purchased by the RCA.
- **Management and Monitoring**: Management and monitoring costs included three key components as follows: Reserve Management, Adaptive Management, and Biological Monitoring.[16]
- **Program Administration**. RCA program administration costs would average about $1.2 million each year in 2004 dollars during the 25-year period where land acquisition was required.
- **Cost Distribution**. Overall, land acquisition costs were estimated at 77 percent of total implementation costs, with management and monitoring at 20 percent, and program administration at 3 percent (see **Figure 2**).

[16] See Chapter 5 of the MSHCP for a description of these activities.

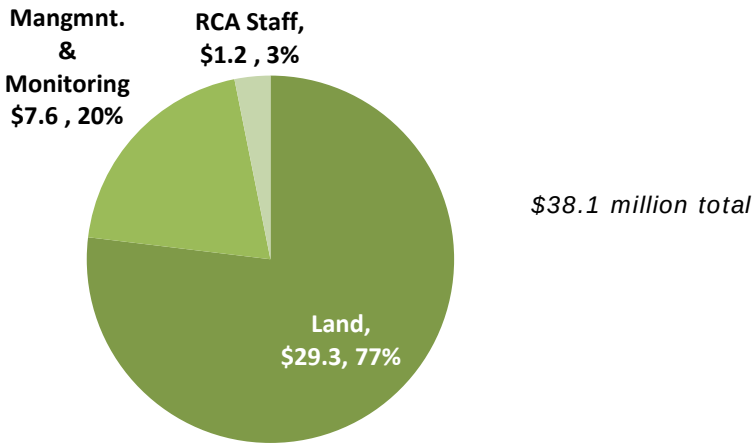
Table 5 2004 Estimates: MSHCP Implementation Costs and Funding Sources

Item	Total for 2004 - 2028 (Years 1 - 25)	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements			
Preservation Requirement	97,000 acres	3,880 acres	na
HANS Dedication	41,000 acres	1,640 acres	na
Local Permittee Acquisition	56,000 acres	2,240 acres	na
Local Permittee MSHCP Implementation Costs			
Land (1)	$733,600,000	$29,344,000	76.91%
Management & Monitoring	$190,200,000	$7,608,000	19.94%
RCA Staff	$30,000,000	$1,200,000	3.15%
Other Costs	na	na	na
Endowment	*not included*	*not included*	na
Total Costs	**$953,800,000**	**$38,152,000**	**100.0%**
Local Revenues			
Private Development Mitigation Fees	$539,600,000	$21,584,000	50.1%
Density Bonus Fees	$66,000,000	$2,640,000	6.1%
Regional Transportation Infra. (2)	$250,000,000	$10,000,000	23.2%
Local Roads (Measure A)	$121,000,000	$4,840,000 (3)	11.2%
Tipping Fees (4)	$100,000,000	$4,000,000	9.3%
Miscellaneous Revenues (5)	$0	$0	0.0%
Total Revenues	**$1,076,600,000**	**$43,064,000**	**100%**

(1) Average land value per acre assumed to be $13,100 per acre.
(2) Public contributions at specificed % of new road construction.
(3) $121 million to be provided over 10 years, so $12.1 million annually over that period.
(4) Includes $90 million from El Sobrante Landfill and $10 million from other County landfills.
(5) Other potential revenues, including public contributions from other public projects, tipping fees from Eagle Mountain Landfill, and potential new voter-approved regional funding were noted but not estimated.

Source: Chapter 8 of MSHCP; Economic & Planning Systems.

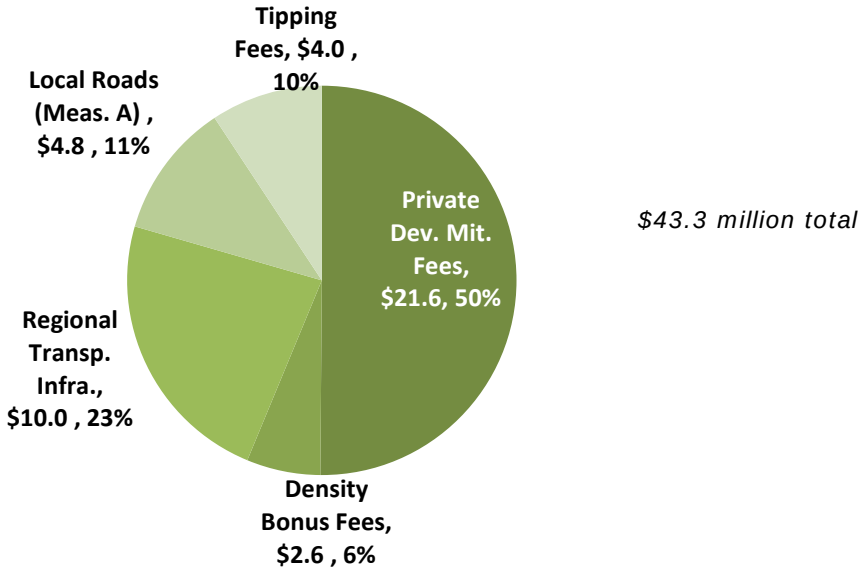
Figure 2 MSHCP Estimated Annual Costs in Millions, 2004 Dollars



As also shown in **Table 5**, MSHCP funding from local/regional sources was estimated to be about $1.0 billion in 2004 dollars through Year 25, sufficient to cover the implementation costs over this period. Key assumptions driving the funding estimates included:

- **Measure A**. Measure A (local sales tax transportation funding measure) would provide $121 million over 10 years in 2004-dollar terms.
- **Regional Transportation Funding**. Public contributions from regional transportation infrastructure projects would provide an average of $10 million each year or $250 million through Year 25.
- **Tipping Fees**. Landfill tipping fees would provide about $100 million in revenue over 25 years, about $4 million each year, primarily from the El Sobrante landfill.
- **Mitigation Fees**. Private development fees, including private development mitigation fees and density bonus fees, would generate over $600 million over the first 25 years, about $24 million annually.
- **Development Forecast and Participation**. The forecast of private development fees was based on a preliminary fee schedule and the forecast of 336,000 new residential units (13,440 units each year) and 371 acres each year of commercial and industrial development. All new development was assumed to pay the private development mitigation fee with a portion paying the density bonus fee.
- **Other Funding Options**. Potential additional funding might come through contributions from other local/regional public entities, other landfills, or new voter-approved funding initiatives.
- **Funding Distribution**. Overall, about 55 percent of the estimated funding was expected to be generated by private development fees, with 45 percent from other funding sources.

Figure 3 MSHCP Estimated Annual Revenues in Millions, 2004 Dollars



Development Mitigation Fees and Calculation

The MSHCP notes that "new development affects the environment directly through construction activity and cumulatively through population bases that result from Development." As a result, the cities and County are required to implement a Local Development Mitigation Fee that was expected to represent one of the primary sources of funding for the implementation of the MSHCP. The MSHCP indicates that the Local Development Mitigation Fee will be adopted under California Government Code Section 66000 et seq. (the "Mitigation Fee Act") that "allows cities and counties to charge new development for the costs of mitigating the impacts of new development."

The MSHCP identified preliminary estimates of Local Development Mitigation Fees and indicated that these mitigation fees were expected to generate the majority of funding for Local Permittee obligations. The MSHCP noted that, under the Mitigation Fee Act, "a nexus study is required to demonstrate that the proposed fee is proportionate to the impacts of new development." The Mitigation Fee Act also includes a number of reviewing and reporting requirements. The MSHCP also notes that the fee will need to be "reevaluated and revised should it be found to insufficiently cover mitigation of new development."

A nexus study entitled "Final Mitigation Fee Nexus Study Report for the Western Riverside County Multiple Species Habitat Conservation Plan" was completed on July 1, 2003 (2003/Original Nexus Study). This nexus study conducted a detailed analysis of the costs of implementing the Plan, identified the Local Permittee funding obligations, determined the portion to be funded through the Local Development Mitigation Fee, and made the necessary nexus findings under the Mitigation Fee Act. The MSHCP and 2003 Nexus Study both indicated that all new development in the Western Riverside County Plan Area affects covered species and habitat and so the Local Development Mitigation Fees would apply to all new development in participating jurisdictions in Western Riverside County.

Mitigation Fee Schedule and Adjustments

All local jurisdictions participating in the MSHCP and obtaining coverage for public and private take in their jurisdictions were required to adopt and implement this mitigation fee schedule through ordinance and resolution and then to pass through the fee funding (minus any additional administrative charges) to the RCA to fund MSHCP implementation. Indexed-increases based on the annual change in the Consumer Price Index for the Los Angeles-Anaheim-Riverside area were provided for in the ordinances to allow modest adjustments in mitigation fees to respond to inflationary cost increases. Due to the geographic revision implemented by the Bureau of Labor Statistics, going forward indexed-adjustments will be based on the annual change in the Consumer Price Index for the Riverside-San Bernardino-Ontario area.

Table 6 shows the original 2004 Local Development Mitigation Fee schedule and current 2021 Fee schedule that reflects periodic inflationary fee adjustments using the indexing process.

Table 6 2004 and 2021 MSHCP Fee Schedule

Fee Category	2004 Fee per unit or per acre	2021 Fee per unit or per acre
Residential: Up to 8.0 dwelling units per acre (DUAC)	$1,651	$2,234
Residential: 8.0-14.0 DUAC	$1,057	$1,430
Residential: 14.0+ DUAC	$859	$1,161
Commercial (per acre)	$5,620	$7,606
Industrial (per acre)	$5,620	$7,606

3. Habitat Protection to Date and Future Conservation Scenario

The RCA has achieved substantial levels of habitat protection to date using the funding sources established and the associated variable flows of incoming revenues. The level of habitat protection achieved, because of lower levels of funding and land dedication than expected, has however fallen behind the pace of protection forecast in the Original Nexus Study. This chapter summarizes the achieved protection to (1) establish both the scale of future acquisitions required to meet the overall Additional Reserve Land (ARL) goals, (2) consider the annual pace of habitat protection through acquisitions and dedications in absolute terms and relative to the original MSHCP forecasts, and (3) inform the development of the Conservation Scenario that forms the baseline (project description) for estimating future MSHCP implementation costs and associated funding requirements and updated mitigation fees.

Habitat Protection Accomplishments Through 2019

Between the start of the MSHCP program and the end of 2019, the most recent full calendar year, about 40 percent of the 153,000-acre ARL target has been achieved, totaling almost 62,000 acres in acquisitions, easements, or dedications (see **Table 7**).[17] As shown of the 97,000 acres in Local Permittee ARL obligation about 40,200 acres had been protected by the end of 2019. Of the 56,000 acres in State/Federal ARL obligation, about 21,600 acres have been protected to date.

Table 7 Conservation Through End of 2019

Party	Need	Conserved 2000-2003	Conserved 2004 - 2019	Total Conserved 2000 - 2019	Remaining Need 2020-2043
Local	97,000	4,531	35,681	40,212	56,788
State + Fed	56,000	12,408	9,200	21,608	34,392
Total	**153,000**	**16,939**	**44,881**	**61,820**	**91,180**

Sources: Western Riverside County Regional Conservation Authority MSHCP Annual Reports; RCA information on 2019 purchases; Economic & Planning Systems, Inc.

Conservation Goals and Progress

The MSHCP anticipated that acquisition would take place for 25 years, through the end of 2029, with 97,000 acres conserved through local means and 56,000 acres conserved with State/federal funding. To achieve this goal, an average of 6,120 acres of conservation is required each year,

[17] Note that while the MSHCP was adopted in 2004, certain conservation which took place between 2000 and 2003 was counted toward the MSHCP reserve.

including an average of 3,880 annually from local funding sources/dedications and 2,240 annually from State and federal conservation.

Figure 4 illustrates how steady progress would result in achievement of the ARL goals by 2029. **Figure 5** shows actual progress toward the goals, through 2019. More than 21,000 acres have been conserved through State/federal means, and over 40,000 acres have been conserved through local actions. These totals sum to about 40 percent of the total ARL goal of 153,000 acres. As shown in **Figure 5**, with 16 years of the 25-year acquisition period completed, the ARL acquisitions have fallen behind the pace forecast in the Original Nexus Study. Protection through the end of 2019 represents 63 percent of the original forecast (65 percent for Local obligations and 60 percent for State/federal obligations). For the Local Permittee obligations, as discussed further below, the lower level of land dedication relative to the original forecasts account for much of the habitat protection gap that has emerged over the last 16 years.

Figure 4 MSHCP Conservation Goals, 2019 and 2029 Goals Highlighted

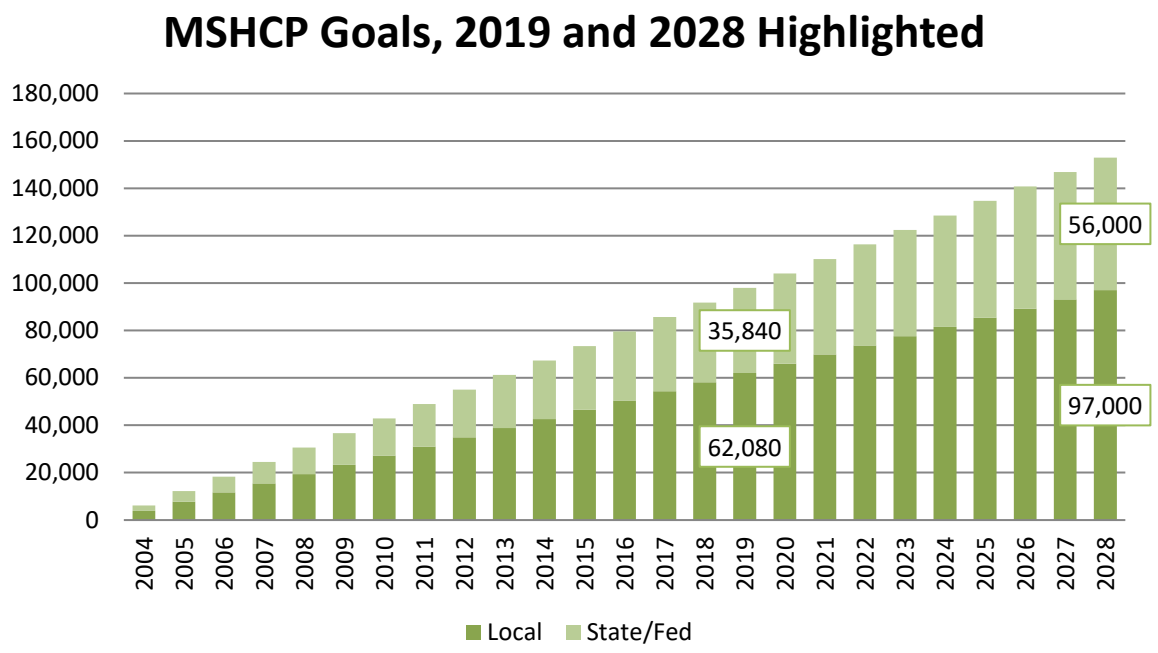
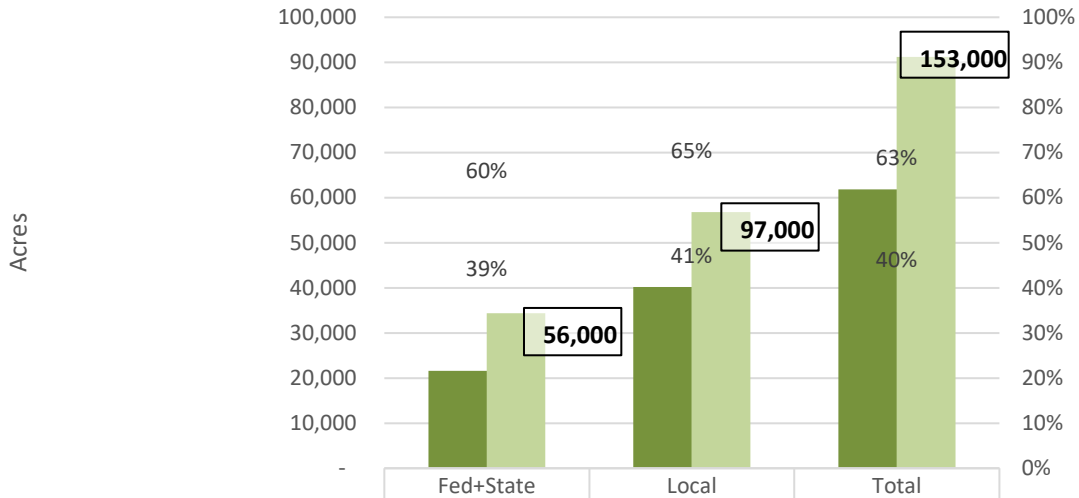


Figure 5 Progress Towards ARL Through End of 2019



	Fed+State	Local	Total
Acqu. through 2019	21,608	40,212	61,820
Remaining Need	34,392	56,788	91,180
% of 2019 Expected Goal Achieved	60%	65%	63%
% of Total Goal Achieved	39%	41%	40%

Sources: Western Riverside County Regional Conservation Authority; Economic & Planning Systems, Inc.

Land Dedications

The MSHCP envisioned a conservation program where land and easements would be purchased by the RCA and land would be dedicated to the RCA through the development process.[18] In addition, the potential for no-cost and low-cost donations for tax benefit purposes was also created. The MSHCP did not assume donations or conservation easement acquisitions as part of its financial analysis (this is appropriate given the limited number of such transactions). The MSHCP did, however, anticipate that 41,000 acres would be conserved through dedications, 56,000 acres through purchases on behalf of local permittees, and 56,000 acres through purchases conducted by or funded by federal and State agencies/sources for a total of 153,000 acres.

For the local portion of the goal (97,000 acres), this translates into about 42 percent of the goal conserved via dedications associated with the development review process—called Habitat Evaluation and Acquisition Negotiation Strategy (HANS)—and the other 58 percent purchased by the RCA from willing sellers. The level of dedication is a key assumption for the MSHCP implementation cost estimate as each acre dedicated through HANS is one fewer acre which must be conserved through land acquisitions at market values.

The HANS process was established to apply to developments proposed within the Criteria Cells of the MSHCP Study Area. The Criteria Cells represent areas with high conservation values relative to the areas outside of the Criteria Cells. The HANS process was designed to indicate what conservation (dedication) may be needed from new development from a biological needs

[18] This process is known as the Habitat Evaluation and Acquisition Negotiation Strategy (HANS).

perspective. Subsequent to that technical analysis, applicants could then proceed to the Joint Project Review (JPR) process during which the parties negotiate an implementation plan for the project, consistent with the HANS findings. The applicants would also pay mitigation fees on the actual development. To date, a modest amount of land (less than 1,000 acres) has been conserved via the HANS/JPR method compared to the 26,000 acres that was forecast to have occurred by this point in the MSHCP implementation.

While very little land has been dedicated to the RCA through HANS/JPR, several projects went through the HANS/JPR process and have agreements in place for dedication/conservation of lands, but the start date (if any) for these projects is unknown (i.e., may be far in the future). These projects cover about 35,000 acres in the Criteria Cells and, under the JPR agreements, have set aside about 30 percent of that total or about 10,000 acres for conservation/dedication.

The adoption of Resolution No. 2016-003 in September 2016 revised the RCA's fee credit and waiver policy. This resolution indicated that MSHCP fee credit should be provided in exchange for land that contributes to reserve assembly. As a result, after the adoption of this resolution, new development is not be expected to pay mitigation fees and dedicate land in the manner originally envisioned in the MSHCP limiting the likelihood of the types of dedications envisioned in the Original Nexus Study.

Future Conservation Scenario

This updated financial analysis, nexus study, and mitigation fees estimate require a base description of the additional habitat protection required. In subsequent chapters, cost estimates are developed in reference to, and in application to, this conservation scenario to develop the overall implementation costs and the associated funding required, both in aggregate and through time during the land acquisition period of the program. Four questions are of particular importance:

1. **Remaining Habitat Protection.** The amount of habitat protection required to meet the MSHCP requirements.

2. **Dedications.** The amount of land dedication assumed to occur through the HANS/JPR process over the habitat protection period and the associated amount of habitat that must be acquired.

3. **Time Frame.** The period over which habitat protection goals must be met.

4. **Land Characteristics.** The characteristics of the land to be protected to meet MSHCP requirements (e.g., goals by Area Plan, habitat cores and linkages etc., land use designations and parcel sizes).

The answers to question 1 are provided in the data above (see **Table 7**). The answer to question 4 is provided in the subsequent chapter on land costs, with illustrative answers coming from RCA data and GIS analysis. The answer to question 2 is addressed below and is based on information on accomplishments to date (described above), discussions with RCA staff, the current Fee Waiver and Credit Policy, and an assessment of realistic opportunities and expectations. Finally, question 3 raises the issue of whether an extension to the MSHCP land acquisition implementation period should be provided. As described below, three different

extension scenarios (5-, 10-, and 15-year extension scenarios) are evaluated, as well as the baseline, "No Extension Scenario," to indicate the outcomes under different scenarios.

Habitat Protection, Land Dedication, and Conservation Scenarios

As shown in **Table 8**, there is a total of about 91,200 acres of land protection still required to complete the land protection obligations under the MSHCP and to bring the Additional Reserve Lands to 153,000 acres. Of this, the State/federal requirements is for about 34,400 acres, while the Local Permittee requirement is for about 56,800 acres.

The experience of the last 16 years indicates that the MSHCP was overly optimistic in terms of land dedications, assuming that 41,000 acres would be dedicated to the RCA. As noted above, about 10,000 acres of potential future land dedication is associated with a range of previously proposed projects. Based on historical information on actual, dedications agreements on proposed projects, current RCA policy, and consultations with RCA staff, minimal additional dedication is expected or assumed. This analysis, therefore, assumes that the prior agreement concerning dedications, summing to about 10,000 acres, will be secured over the next eight years and prior to the end of the current habitat protection period. Even if the implementation period were extended, no extra land dedication is forecast to occur.

As a result, and as shown in **Table 8**, a total of about 46,800 acres of Additional Reserve Land acquisition is required by Local Permittees for MSHCP implementation once the forecast of dedications is incorporated. As shown in **Table 8**, the required average annual pace of habitat protection varies considerably under the different acquisition period extension scenarios, as described below: [19]

- **Baseline / No Extension Scenario.** As currently structured, RCA is required to complete land acquisition by the end of Year 25 of Plan implementation in 2029. This provides nine (9) years to protect the 47,000 acres through direct land acquisition (distinct from the assumed dedications), an average annual acquisition pace of about 5,200 acres each year.
- **5-Year Extension.** With a 5-year extension to the acquisition period, the RCA would be required to complete land acquisitions by the end of Year 30 of Plan implementation in 2034. This provides fourteen (14) years to protect the 47,000 acres through direct land acquisition (distinct from the assumed dedications), an average annual acquisition pace of about 3,300 acres each year.
- **10-Year Extension.** With a 10-year extension to the acquisition period, the RCA would be required to complete land acquisitions by the end of Year 35 of Plan implementation in 2039. This provides nineteen (19) years to protect the 47,000 acres through direct land acquisition (distinct from the assumed dedications), an average annual acquisition pace of about 2,500 acres each year.

[19] As a point of reference, the historical pace of Local Permittee-driven habitat protection has been somewhat above 2,000 acres each year with availability of funding being an important determinant of the pace of acquisition. The pace of State/federal-driven acquisition has averaged about 1,000 acres each year.

- **15-Year Extension.** With a 15-year extension to the acquisition period, the RCA would be required to complete land acquisitions by the end of Year 40 of Plan implementation in 2044. This provides twenty-four (24) years to protect the 47,000 acres through direct land acquisition (distinct from the assumed dedications), an average annual acquisition pace of about 2,000 acres each year.

Table 8 Required Acquisition Acres to Achieve ARL Goals

Entity/Item	Through 2019	2020-End of Acquisition Period	Years Remaining	Annual Conservation Acres Required	Total Acres
NO EXTENSION					
State/Federal	21,608	34,392	9	3,821	56,000
Local					
HANS Dedication (1)	715	10,000	9	1,111	10,715
Net Local Acquisition	39,497	46,788	9	5,199	86,285
Total Local Conservation	40,212	56,788	9	6,310	97,000
State/Federal + Local = ARL Goal	**61,820**	**91,180**	**9**	**10,131**	**153,000**
5 YEAR EXTENSION					
State/Federal			14	2,457	56,000
Local					
HANS Dedication	*See above*		14	714	10,715
Net Local Acquisition			14	3,342	86,285
Total Local Conservation			14	4,056	97,000
State/Federal + Local = ARL Goal			**14**	**6,513**	**153,000**
10 YEAR EXTENSION					
State/Federal			19	1,810	56,000
Local					
HANS Dedication	*See above*		19	526	10,715
Net Local Acquisition			19	2,463	86,285
Total Local Conservation			19	2,989	97,000
State/Federal + Local = ARL Goal			**19**	**4,799**	**153,000**
15 YEAR EXTENSION					
State/Federal			24	1,433	56,000
Local					
HANS Dedication	*See above*		24	417	10,715
Net Local Acquisition			24	1,950	86,285
Total Local Conservation			24	2,366	97,000
State/Federal + Local = ARL Goal			**24**	**3,799**	**153,000**
20 YEAR EXTENSION					
State/Federal			29	1,186	56,000
Local					
HANS Dedication	*See above*		29	345	10,715
Net Local Acquisition			29	1,613	86,285
Total Local Conservation			29	1,958	97,000
State/Federal + Local = ARL Goal			**29**	**3,144**	**153,000**

1. About 10,000 acres of potential future land dedication is associated with a range of previously proposed projects. Based on historical information on actual, dedications agreements on proposed projects, current RCA policy, and consultations with RCA staff, minimal additional dedication is expected or assumed beyond these agreements. This analysis, therefore, assumes that the prior agreements concerning dedications will occur with future dedications summing to about 10,000 acres. The precise timing of these dedications is uncertain, but are assumed to occur over the next eight years. Average annual numbers in this table are shown distributed across the full remaining acquisition period of each extension scenario.

Shading indicates acreage to be acquired with fee revenue.

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

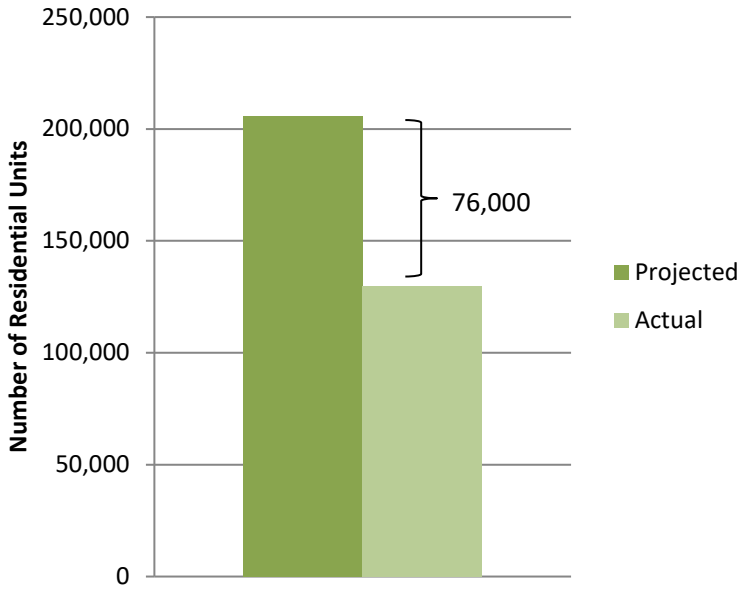
4. FORECASTS OF DEVELOPMENT, DEDICATION, FEE PAYMENT

Future development within Western Riverside County will both reduce land available for conservation while also serving as a primary funding mechanism for habitat acquisitions. This chapter identifies forecasts of future growth in Western Riverside County and develops an associated forecast of land development that is a key component of the fee calculation.

Historic Development and HCP Fees

The MSHCP anticipated that 13,000 to 14,000 residential units and about 370 commercial and industrial acres would be developed on average annually. Specifically, between 2005 and 2019, 206,000 residential units were expected in the Plan Area. A review of new units in the Plan Area indicates about 130,000 units were developed over the period (see **Figure 6**), about 37 percent below the forecast.[20] While the substantial volatility in the real estate market over the period (including the housing boom, deep recession, and modest recovery) may explain some of this difference, the slower pace of development means that fee revenues have been similarly constrained relative to the original revenue projections.

Figure 6 Residential Unit Development, Western Riverside County, 2005-2019



Source: California Department of Finance; MSHCP Projections

[20] Actual units developed have been derived from the California Department of Finance (DOF), Demographics Unit information through January 1, 2019. Note that the DOF reports data by city and for the entire Riverside County unincorporated area. Western Riverside's portion of the total unincorporated area has been derived based on the area's historic share of unincorporated County, taking into account the incorporations of new cities that occurred in Western Riverside County since MSHCP Plan adoption (Eastvale, Jurupa Valley, Menifee, and Wildomar).

Growth Projections

SCAG Forecasts in Context

The Southern California Association of Governments (SCAG) is a Metropolitan Planning Organization (MPO)[21] representing six counties, 191 cities and more than 18 million residents. MPOs, such as SCAG are charged under California Senate Bill 375 with developing Sustainable Community Strategies (SCSs) as part of regional transportation plans. SCAG's SCS includes population, household, and job projections through 2040 by city and unincorporated area. SCAG consults with local governments within the region, including the Western Riverside Council of Governments (WRCOG) which represents Western Riverside County, to develop the projections. SCAG adopted the 2012-2040 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS) in 2016. The 2016 RTP/SCS forms the basis of the SCAG projections; EPS extrapolated an annual growth rate from the SCAG projections and, assuming consistent development trends through 2050, applied the rate in order to estimate development projections through 2050.

SCAG forecasts for the future, on an annualized basis, were compared with the MSHCP's original forecast along with historical information (when available) as described further below:

- **Residential Development Forecast**. **Figure 7** shows, for Western Riverside County, the annual residential unit count for SCAG projections through 2050, MSHCP projections through 2029, and residential units produced in Western Riverside County between 2005 and 2019. As shown, the SCAG projections suggest about 8,750 units each. This is similar to the average annual historic pace of growth between 2005 and 2019 of about 9,260 units, but well below the original MSHCP projections of about 13,400 units each year. Based on the similarity between the historical average and the SCAG forecast, the SCAG forecast is considered a reasonable basis for determining the future pace of residential development and associated residential land development (based on assumed densities of development).
- **Commercial Development Forecast**. The SCAG jobs forecast of about 15,000 jobs each year was converted into an annual gross amount of commercial/industrial development using the employment density and FAR assumptions used in the most recent Transportation Uniform Mitigation Fee (TUMF) update documents. As shown in **Figure 8**, this results in a forecast of about 690 acres of commercial/industrial land development each year (representing an overall average of about 21 jobs per acre of development), considerably above the original MSHCP projections of about 370 acres each year. The higher SCAG number, however, appears reasonable given recent and ongoing trends in Western Riverside County where substantial amounts of new logistics/distribution development have occurred covering substantial land areas and, as such, is considered reasonable as the basis of the future forecast of commercial/industrial land development.

[21] Federal law requires that an urbanized area with a population of at least 50,000 be guided by a regional entity known as an MPO. California's Senate Bill 375 expands the role of the State's 18 MPOs to include regional plans that help the State reach its greenhouse gas reduction targets by encouraging compact development and new development near public transit.

Figure 7 New Housing Units per Year, SCAG and MSHCP Projections and Historic Production (2005-2019)

SCAG (2012-2040) and MSHCP Projections (2004-2029) and Historic Production (2005-2019)

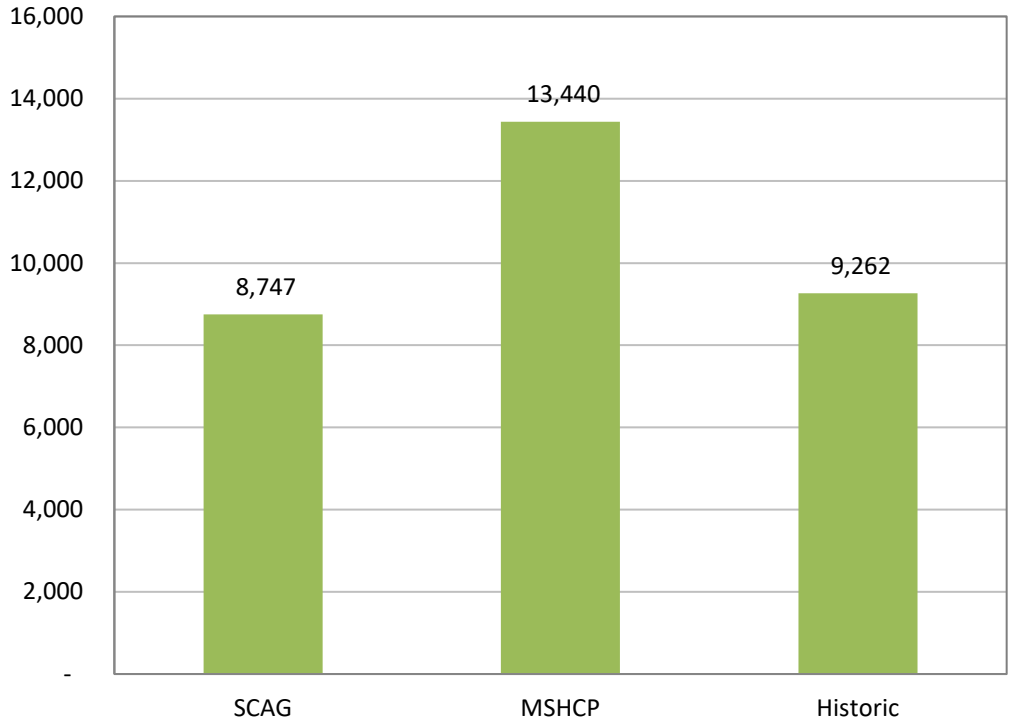
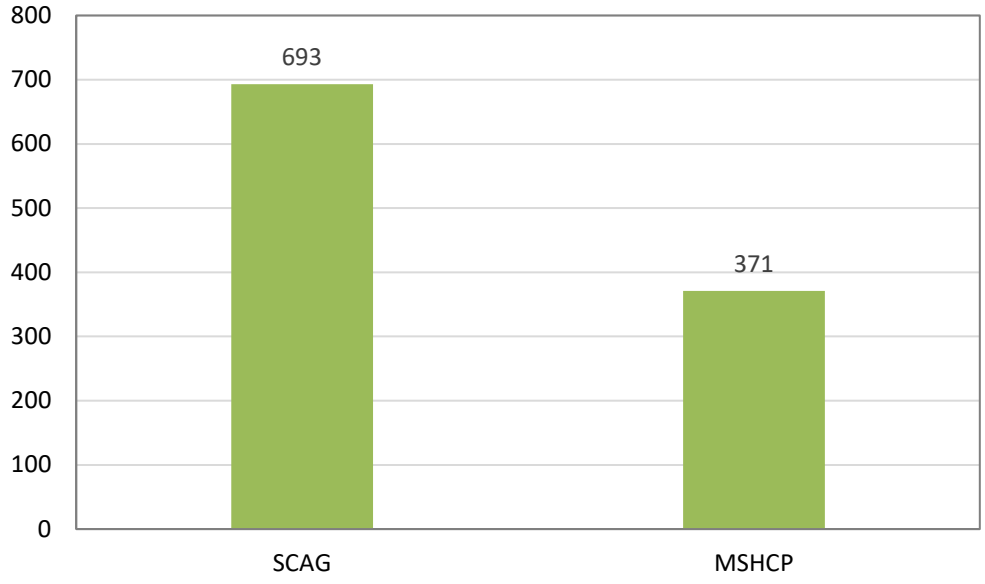


Figure 8 Newly Developed Commercial Acres per Year

SCAG (2012-2040) and MSHCP Projections



Note: SCAG job projections converted into acres by EPS

Forecasts for Fee Calculation

For this fee program update, the SCAG projections are considered a reasonable basis for forecasting future land development. Because all new development is expected to pay the mitigation fee, all of the forecasted household and job growth is converted into a land development forecast that is, in turn, used to calculate the mitigation fees. **Table 9** shows SCAG's overall projections for households and employment in Western Riverside County between 2012 and 2050, and **Table 10** shows the implied average annual land development rates, and, in turn, the overall level of residential and commercial/industrial land development that would be expected to occur through the end of the land acquisition period for each of the extension scenarios.[22] As shown, all scenarios assume an overall average annual land development of 2,252 acres each year, including 693 acres in commercial/industrial land development and 1,558 acres in annual residential land development.[23]

- **Baseline / No Extension Scenario**. Under the no extension scenario, a total of 20,265 acres of land development is expected to occur during the remaining Plan implementation period of nine (9) years and would pay the mitigation fees.
- **5-Year Extension**. Under the 5-year extension to the acquisition period, a total of 31,523 acres of land development is expected to occur during the remaining Plan implementation period of 14 years and would pay the mitigation fees.
- **10-Year Extension**. Under the 10-year extension to the acquisition period, a total of 42,782 acres of land development is expected to occur during the remaining Plan implementation period of 19 years and would pay the mitigation fees.
- **15-Year Extension**. Under the 15-year extension to the acquisition period, a total of 54,040 acres of land development is expected to occur during the remaining Plan implementation period of 24 years and would pay the mitigation fees.

[22] Under the MSHCP, all new development is required to pay the mitigation fee and contribute to funding the implementation of the MSHCP except where specifically exempted in the Ordinance.

[23] The 1,558 acres of residential land development was derived based on the forecasted 8,747 residential units each year and assumptions concerning distribution by density category and an average density level. More specifically, consistent with the recent TUMF analysis assumptions, 70 percent of new residential units are assumed to be in the low density category (less than 8 units per acre) with an average of 4.5 units/acre, 20 percent are assumed to be the medium density category (8 to 16 units per acre) with an average of 10.8 units/acre, and 10 percent are assumed to be the high density category (over 16 units per acre) with an average of 24.4 units/acre. The unit per acre factors are consistent with those indicated in the Original Nexus Study. The overall implied average residential density is 5.6 units/gross acre.

Table 9 Projected Growth in Western Riverside County, through 2050

SCAG	Western Riverside MSHCP Plan Area	
	Households	Employment
2012	530,970	463,833
2040 Projection	775,882	869,792
2050 Projection (1)	863,350	1,014,777
New Households/Jobs Expected by 2050	332,380	550,944
Average Annual	8,747	14,499

(1) SCAG projections forecast growth through 2040. EPS assumes the annual growth rate from 2012 to 2040 remains constant through 2050 and applies the rate to an additional 10 years in order to project growth through 2050.

Sources: Southern California Association of Governments; Economic & Planning Systems, Inc.

Table 10 Projected Developed Acres in Western Riverside County, by Extension Scenario

SCAG	Western Riverside MSHCP Plan Area		
	Residential	Non Residential	Total
No Extension			
Proportionate Share 2020-2028[1]	78,722 Households	130,487 Jobs	
New Development to Acres[2]			
Acres of New Development Through 2028	14,026 Acres	6,239 Acres	**20,265 Acres**
Acres per Year	1,558 Acres	693 Acres	**2,252 Acres**
5 Year Extension			
Proportionate Share 2020-2034[1]	122,456 Households	202,979 Jobs	
New Development to Acres[2]			
Acres of New Development Through 2034	21,818 Acres	9,705 Acres	**31,523 Acres**
Acres per Year	1,558 Acres	693 Acres	**2,252 Acres**
10 Year Extension			
Proportionate Share 2020-2038[1]	166,190 Households	275,472 Jobs	
New Development to Acres[2]			
Acres of New Development Through 2038	29,611 Acres	13,171 Acres	**42,782 Acres**
Acres per Year	1,558 Acres	693 Acres	**2,252 Acres**
15 Year Extension			
Proportionate Share 2020-2043[1]	209,924 Households	347,965 Jobs	
New Development to Acres[2]			
Acres of New Development Through 2043	37,403 Acres	16,637 Acres	**54,040 Acres**
Acres per Year	1,558 Acres	693 Acres	**2,252 Acres**

(1) SCAG forecasts from the 2016 Report have been used for all cities in Western Riverside County. The projections for the entire unincorporated area in Riverside have been split into just the Western part of the County through a review of WRCOG's recent proportion of unincorporated growth, compared to the whole County.

(2) Conversion from household projections to residential acres of developed land is based on expected development mix and average residential density by land use type, with an average residential density of 5.6 DUAC. Similarly, conversion from job projections to nonresidential acres of developed land is based on distribution of jobs by workspace type and average employment density by land use type, with an average nonresidential density of 21 jobs per land acre. Residential density assumptions are based on data from the Census and California Department of Finance; Employment density assumptions are based on SCAG data.

Sources: California Department of Finance; US Census Bureau; Southern California Association of Governments; Economic & Planning Systems, Inc.

5. MSHCP IMPLEMENTATION COSTS

This chapter describes the analysis and assumptions that underpin the estimation of the total remaining MSHCP implementation costs in 2019 dollars. Key cost factors evaluated include land costs, management and monitoring costs, administration and professional services costs, and endowment costs. Together these cost components form the total MSHCP implementation costs. Because the duration allowed for land acquisition and endowment establishment affect several of these cost items, distinct total implementation cost estimates are provided for all scenarios (i.e., Baseline/ No Extension and the three extension scenarios).

Land Costs

Planning-level estimates of the per acre values associated with potential Additional Reserve Land (ARL) acquisitions are a critical input into the estimation of total land acquisition costs associated with Plan implementation. Land acquisition costs represented the majority of the original estimates of MSHCP implementation costs. This chapter provides planning-level estimates of per acre land conservation costs in 2019-dollar terms based on available information. In combination with assumptions concerning the characteristics of the Additional Reserve Lands to be acquired and potential levels of dedication, the per acre land value estimates drive the estimate of overall land acquisition costs.

Actual per acre habitat conservation costs may vary from the average planning-level estimates presented in this chapter for a number of reasons, including differences in the specific characteristics of the actual parcels acquired as well as fluctuations in economic, real estate, and land market conditions over time. Individual transactions will require appraisals to establish their value at the time of acquisition based on parcel characteristics and pertinent market conditions at the time of appraisal. Over time, per acre and overall cost estimates typically change for a number of reasons as discussed further in **Chapter 9**.

MSHCP / Original Nexus Study

The initial adoption of the mitigation fees was based on a nexus study completed in July 2003 that included a land valuation analysis that was completed in December 2002. The land valuation analysis assumed the acquisition of vacant and unentitled lands in the Criteria Cells. The land value analysis provided planning-level estimates of per acre land values by grouped land use designation and by Area Plan. Planning-level land value estimates were based on sales comparables. The land value estimates indicated per acre land values that were primarily driven by differentiation in land use category. The land use designation categories represent groupings of the broad number of land use designations present in the Study Area. **Table 11** summarizes the per-acre land value ranges and resulting averages. Based on this analysis, an overall weighted average of $13,100 per acre was applied in the MSHCP financial sections in the Original Nexus Study.

Table 11 Per-Acre Land Value Estimates—2003 Dollars (2003 Nexus Study)

Land Use Designation	Value Range	Resulting Average *
Open Space	$2,500 to $10,000 per acre	$ 8,000 per acre
Rural/Agricultural	$5,000 to $25,000 per acre	$11,000 per acre
Community Development	$20,000 to $80,000 per acre	$45,000 per acre
Overall (1)	**$2,500 to $80,000 per acre**	**Varied (1)**

** Per acre values rounded to the nearest 1,000.*
(1) Reported overall average land value per acre depends on mix of land types. Number varies by documents, though $13,100 per acre was overall value applied in the MSHCP financing sections.

Source: Original 2003 Nexus Study

RCA Experience to Date

Table 12 summarizes average RCA land acquisition costs to date. Including land purchased shortly before the MSHCP was adopted through the end of 2018, costs for Local Permittee land acquisitions summed to $352.5 million in nominal dollar terms, an average of $9,400 per acre. However, for the year 2018, about 2,100 acres were acquired at the higher average per acre cost of $13,200 per acre.

Table 12 Local Conservation Costs Through 2018

Item	Pre-MSHCP through 2018	2018
Total Acres Acquired (1)	37,547	2,066
Total Cost (millions)	$352.5	$27.4
Cost per Acre (Nominal $s)	$9,400	$13,200

(1) Includes all acres purchased; does not include acres conserved via easement.

Sources: Western Riverside County Regional Conservation Authority MSHCP Annual Report 2018; Economic & Planning Systems, Inc.

To date, the overall historical level of per acre land acquisition expenditures is well below the original 2004 per acre land value estimates. The cost of RCA acquisitions during this timeframe were kept relatively low by concentrating more on lower cost parcels (larger parcels in remote areas with limited development potential). In 2018, as in the future, the average cost per acre is expected to be higher than this historical average due to the characteristics of land still needing to be acquired.

New Land Value Analysis and Conclusions

New 2019 per acre land value estimates were developed based on recent historical transactions as reported in the sales comparables sections of appraisals conducted for RCA acquisitions. This data set provided a substantial inventory of over 150 land sales between 2012 and 2017 that supported conclusions concerning per acre land values by key land value characteristic.

Similar to the Original Nexus Study, land values were determined to be substantially affected by land use designation and by parcel size. Land values were developed for twelve different value categories based on combinations of three land use designations and four different size ranges.

Based on the land valuation data and detailed GIS analysis by RCA staff, parcels were divided into three groups of development potential based on their land use designation:[24]

- **Open Space.** Low development potential land use designations included open space, rural mountainous, and rural residential.
- **Rural.** Medium development potential land use designations include agriculture and rural communities land use designations.
- **Community Development.** High development potential land use designations include all community development designations, including residential, non-residential, and other community development designations.

In addition to these three land use designation groupings reflecting different levels of development potential, parcels were also divided by parcel size. The land value information indicated a per acre value distinction between the following parcels sizes:

- Parcels less than 5 acres.
- Parcels between 5 and 20 acres.
- Parcels between 20 and 80 acers.
- Parcels over 80 acres.

Based on the analysis of the sales comparables, **Table 13** shows the planning level per acre land value by land use designation grouping/size range in 2017 dollars.

Table 13 Planning Level Per Acre Land Value Estimates by Category

Land Use Designation	Per Acre Land Value ($ / Acre)[1]			
	Less than 5 Acres	5 - 19.99 Acres	20 - 79.99 Acres	80 + Acres
Open Space	$11,761	$5,091	$3,949	$1,866
Rural	$33,363	$11,553	$8,337	$5,531
Community Development	$177,414	$76,050	$72,369	$24,335

1. Most land sale comparables used for pricing are from 2013 to 2017 and were converted to 2017 dollars using BLS CPI adjustments for the Los Angeles-Riverside-Orange County area.

Sources: Economic & Planning Systems, Inc.

[24] RCA staff developed a consistent set of land use designation categories across different jurisdictions in the Study Area for the purposes of this study. These formed the basis of the development potential categories.

The average land value per acre for future RCA acquisitions is dependent on the different land values per acre as well as the expected distribution of future acquisitions. The actual land to be acquired is uncertain and is dependent on the availability of land through willing sellers. However, based on the conservation needs by Area Plan, the suitable land available for protection, as well as the specific linkages that must be created between the core reserve areas, RCA staff provided sufficient information for EPS to develop a general expression of parcels by characteristic to support the land value analysis. An illustration of the expected distribution of acres by land use designation and size range is provided in **Table 14**.

Table 14 Illustrative Distribution of Land Acquisitions by Land Use and Size

Land Use Designation	Conservation Scenario (Acres) (1)				*Total*
	Less than 5 Acres	5 - 19.99 Acres	20 - 79.99 Acres	80 + Acres	
Open Space	535	1,531	3,626	4,654	10,346
Rural	1,901	17,241	26,802	29,428	75,371
Community Development	638	1,707	3,613	4,384	10,342
Total Purchases by Acreage	**3,074**	**20,479**	**34,041**	**38,466**	**96,059**

1. Conservation scenario analysis was conducted in 2017 so overall acres acquired more than those required as of end of 2019.

Sources: RCA; Economic & Planning Systems, Inc.

Applying the per acre land values in **Table 13** to the illustrative land conservation distribution in **Table 14** provides an estimate of the aggregate land value, supporting the estimate of the average planning level land value per acre in 2017-dollar terms (see **Table 15**).

Table 15 Aggregate Land Value of Remaining Areas (2017 dollars)

Land Use Designation	Land Comparables by Acres				*Total*
	Less than 5 Acres	5 - 19.99 Acres	20 - 79.99 Acres	80 + Acres	
Open Space	$6,292,633	$7,795,633	$14,319,467	$8,682,942	*$37,090,674*
Rural	$63,411,345	$199,183,566	$223,437,526	$162,777,034	*$648,809,470*
Community Development	$113,198,910	$129,817,405	$261,456,200	$106,682,740	$611,155,254
Total Cost of Purchases	**$182,902,887**	**$336,796,603**	**$499,213,192**	**$278,142,716**	***$1,297,055,399***
% of Total	**14%**	**26%**	**38%**	**21%**	***100%***

1. This table is the average land value per acre multiplied by the Conservation Scenario. See **Table E-1** and **E-2**.

Sources: RCA; Economic & Planning Systems, Inc.

As shown in **Table 15**, the aggregate land value of the approximately 96,000 acres remaining to be protected as part of the MSHCP as of 2017 is estimated at about $1.3 billion in 2017 dollars. This represents an average land value of about $13,500 per acre. To convert this land value into 2019 dollars terms (similar to the rest of the analysis), EPS indexed the value to about $14,300 per acre in 2019-dollar terms.[25]

Other Costs—Administration, Management, and Monitoring

Program administration, reserve management, and reserve monitoring are required functions that require annual funding. The forecasts for each of these cost categories are described below.

Administration and Professional Service Costs

The Western Riverside County Regional Conservation Authority is responsible for implementing the MSHCP. Since 2004, RCA staff members have directed the acquisition, management, and monitoring of the local portion of the Additional Reserve Land (ARL) required by the MSHCP, monitored State and federal Public/Quasi-Public lands and the State and federal portions of the ARL, and undertook all of the administrative tasks associated with maintaining the permit.

Costs categorized in this fee study under MSHCP administration include all RCA staff costs and other costs like building rents and average expenditures on non-acquisition related professional services that are not anticipated to vary as the size of the ARL increases. The forecast for the acquisition period assumes that these costs will remain at approximately $4.2 million in constant 2019 dollars, increasing with inflation but not increasing as the size of the ARL grows (see **Table 16**). This includes salaries and benefits of about $2.3 million annually and about $1.5 million in professional services, supplies, and other costs.

[25] Two years of inflation (2017 – 2019) based on by BLS CPI adjustment for Riverside-San Bernardino-Ontario Metro Area.

Table 16 Administrative and Professional Services Costs

Expenditures	RCA FY16/17- 18/19 3-Year Average of Actuals	CPI Adjusted to 2019$[1]
Total Salaries and Employee Benefits	**$2,219,261**	**$2,288,495**
Professional Services and Supplies		
Environmental		
Legal	$394,320	$406,621
Auditing, Accounting & Financial Services	$101,717	$104,891
GIS Services	$10,000	$10,312
Personnel Services	$13,920	$14,354
Real Estate Services	$653,774	$674,169
Other Services	$247,979	$255,715
Subtotal	**$1,421,710**	**$1,466,062**
Other Charges	$388,145	$400,254
Total	**$4,029,116**	**$4,154,811**

(1) Three year average CPI-adjusted by one year, the average of the annual CPI adjustments for the three years.

Sources: Western Riverside County Regional Conservation Authority; Bureau of Labor Statistics;

Management and Monitoring

Reserve Management

The MSHCP describes reserve management activities focused on maintaining and improving habitat conditions and ecosystem functions including habitat and landscape-based activities and species-specific activities. For the purposes of this analysis, the average per acre cost estimate for Reserve Management as reported in the RCA actual spending for FY 2018-19 has been used to inform cost projections through the full acquisition period. Because RCA staff and relevant contractors have indicated that the current spending on staff capacity is not adequate to accomplish necessary management with existing land holdings, additional staffing and associated expenditures have been added to the current reserve management expenditures. Specifically, three new full time equivalent (FTE) positions are added to the current 2019 spending for reserve management. Overall, the 2019 per acre reserve management cost of $25.39 per acre was adjusted to $32.70 per acre (2019 dollars) to account for three new mid-level park ranger FTEs. While as of the end of 2019 about 40,200 acres were under management, ultimately, reserve management activities will cover the entire 97,000 acres to be acquired by the RCA.

Biological Monitoring

The purpose of biological monitoring is to provide Reserve Managers with information and data upon which reserve management decisions will be made. According to the MSHCP, the monitoring program must provide "sufficient, scientifically reliable data for Reserve Managers to assess the MSHCP's effectiveness at meeting resource objectives and achieving or maintaining a

healthy MSHCP Conservation Area in perpetuity." Unlike the RCA's reserve management activities which are limited to local ARL acres, the RCA will ultimately be responsible for monitoring all 500,000 acres of the reserve lands mandated under the MSHCP. The acreage currently being monitored totals roughly 408,000 acres. For the purposes of this analysis, the $1.1 million annual cost estimate based on FY 2018-19 actual spending was used to inform cost projections through the full acquisition period. Because current staff capacity is not adequate to accomplish necessary biological monitoring with existing land holdings, to address the additional land acquisitions, two new full time equivalent (FTE) positions are added to the current 2019 spending for reserve monitoring. The 2019 per acre reserve monitoring cost of $2.67 was adjusted to $3.01 (2019 dollars) to account for two new entry-level biologist FTEs. (see **Table 17**). This constant dollar per acre cost was assumed to apply throughout the period of implementation.

Reserve Management and Biological Monitoring Costs

Table 17 summarizes estimated per acre costs for reserve management and monitoring in 2019 dollars. Applying these per acre costs (in 2019 dollars) to current acreage under management and monitoring projects results in annual costs of $1.32 million and $1.23 million, respectively. The annual reserve management and biological monitoring costs increase as new acquisitions occur.

Table 17 Management and Monitoring Anticipated Costs in 2004 and 2019 Dollars

Item	Actual FY 2019 Spending
Reserve Management[1]	
Acres under Management	40,212
Existing Reserve Management Expenses	$1,021,000
Additional Staff Capacity Required[3]	$294,000
Total Reserve Management Expenses	$1,315,000
$/Acre	$32.70
$/Acre without additional staff capacity	$25.39
Biological Monitoring[2]	
Acres being Monitored	408,820
Existing Biological Monitoring Expenses	$1,092,000
Additional Staff Capacity Required[3]	$140,000
Total Biological Monitoring Expenses	$1,232,000
$/Acre	$3.01
$/Acre without additional staff capacity	$2.67

1. Reserve Management costs include Parks & Open Space contract fees, maintenance of motor vehicles, and HOA dues.
2. Biological Monitoring costs include SAWA contract fees, office and computer supplies, training, private mileage reimbursement, building rent, and rental vehicles/fuel.
3. Current staff capacity is not sufficient to accomplish necessary management and monitoring. An Expanded staff capacity scenario envisions adding 3 FTE mid-level park rangers to Reserve Management and 2 FTE entry-level biologists to Reserve Monitoring, with salaries and benfits of $98,000 and $70,000

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

Endowment Funding

The overall permit period was set at 75 years, ending in 2079. To cover ongoing management and monitoring costs beyond the duration when mitigation fees will be collected, the establishment of a non-depleting endowment is required. In other words, the endowment must be sufficient such that expected average interest revenues (after inflation and transaction costs) can cover the ongoing costs associated with administration, management and monitoring in perpetuity. This section summarizes the estimated cost of establishing this endowment under the different scenarios. A key assumption is that the endowment must be fully established by

the end of the land acquisition period as it is assumed that no more mitigation fees will be collected at that time.[26]

For the purposes of this analysis, we have assumed that habitat management and habitat monitoring costs continue in full, while administration costs are reduced by half following the end of the land acquisition period. All of these costs then continue in perpetuity. As a result and as shown in **Table 18**, the endowment is sized to cover the expected annual management and monitoring costs and 50 percent of the administration costs, totaling $6.8 million (2019 dollars) once all lands have been acquired.

Table 18 Annual Implementation Cost Estimate (2019$)

Cost Categories	Annual Cost by Last Year of Land Acquisition Period	Adjustment	Annual Post-Land Acquisition Cost
Ongoing Habitat Management	$3,172,063	100%	$3,172,063
Ongoing Habitat Monitoring	$1,506,776	100%	$1,506,776
Administration[1]	$4,154,811	50%	$2,077,406
Total	**$8,833,650**		**$6,756,244**

1. Adminsitration includes salaries and benefits, accounting, auditing and reporting, contracts, etc.. Assumes less administration is needed following the land acquisition period; ongoing adminsitrative needs include oversight, auditing and reporting, and board staffing.

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

Consistent with many regional habitat conservations plans, the average annual net, real (allowing for inflation and institutional fees) interest rate is assumed to be three (3) percent.[27] Under all extension scenarios, the total required endowment funding is $225.2 million. Because the longer extension periods provide more time for the accrual of interest revenues, the net endowment cost (that must be funded by mitigation fees) is different for each scenario. **Table 19** shows the consistent total endowment funding required by scenario as well as the different levels of aggregate endowment interest and associated net endowment funding requirement. For a detailed time-series accounting of endowment funding by extension scenario, see **Appendix II**.

[26] It is important to note that the RCA has collected a distinct set of endowment funds for situations where specific conservation activities are required over-and-above the core activities covered by this endowment calculation.

[27] This assumes that the implementing entity can use investment vehicles that may be not be typical for Riverside County.

Table 19 Endowment Funding (2019$), by Extension Scenario

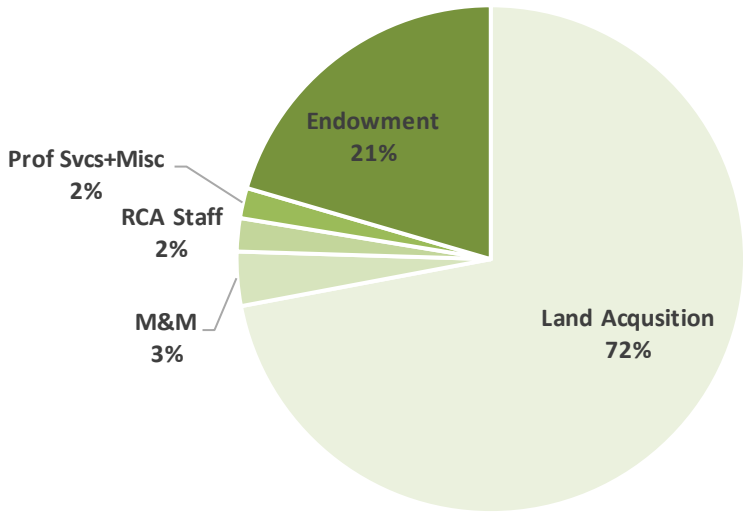
Item	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Total Endowment Funding Required	$225,208,133	$225,208,133	$225,208,133	$225,208,133
(Less) Endowment Interest	($25,695,187)	($40,679,628)	($54,846,349)	($68,206,990)
Net Endowment Funding Required	$199,512,947	$184,528,506	$170,361,785	$157,001,144

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

Total Implementation Costs

Implementation costs include land costs, administrative and professional services expenses, management and monitoring costs, and the required net endowment funding. The remaining MSHCP implementation costs, as described in detail in the preceding sections, are all estimated in 2019 constant dollar terms. Under the Baseline/ No Extension scenario, as shown in **Figure 9**, the $702 million in estimated land acquisition costs make up 72 percent of the total implementation cost of $974 million. Administrative costs total about 4 percent of total costs, management and monitoring sum to 3 percent of total implementation costs, and the endowment constitutes 21 percent of total costs.

Figure 9 Comparison of Costs by Category



Total implementation costs vary by extension scenario. Land acquisition costs are the same for all scenarios. Administrative, management and monitoring costs increase the longer the acquisition period is extended, but the endowment funding required decreases the longer the

acquisition period is extended. As shown in **Table 20**, total implementation costs range from $890 million to $967 million depending on the extension period. Although total costs over time increase with longer extension periods the per-year implementation costs decrease with longer extension periods, as shown in **Table 21**. For a detailed time-series of all implementation costs excepting the endowment, see **Appendix I**.

Table 20 Total Implementation Costs (2019$*), by Extension Scenario

Local Permittee MSHCP Implementation Costs	Total for 2020 - 2028 No Extension	Total for 2020 - 2033 5-Yr Extension	Total for 2020 - 2038 10-Yr Extension	Total for 2020 - 2043 15-Yr Extension
Land [1]	$701,931,902	$701,931,902	$701,931,902	$701,931,902
Management & Monitoring	$33,582,193	$51,646,790	$69,711,387	$87,775,983
RCA Staff [2]	$20,596,453	$32,038,927	$43,481,401	$54,923,875
Professional Services and Supplies [2]	$13,194,561	$20,524,873	$27,855,185	$35,185,497
Loan Repayment [3]	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Other Costs [2 4]	$3,602,285	$5,603,554	$7,604,824	$9,606,093
Net Endowment Funding Required	$199,512,947	$184,528,506	$170,361,785	$157,001,144
Total Costs	**$974,420,341**	**$998,274,552**	**$1,022,946,483**	**$1,048,424,494**

1. Land value estimates at $14,288 per acre in 2019 dollar terms.
2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
3. RCA has "Other Long Term Obligations" totaling $5 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of $1 million starting in FY 2018.
4. Includes rents and all other miscellaneous expenses.
NOTE: In some cases numbers may not perfectly sum due to rounding.

Sources: Western Riverside County RCA; Economic & Planning Systems, Inc.

* All costs are provided in constant 2019 dollar terms. Costs will change over time due to inflation and other factors. These changes will be addressed through the fee indexing/ updating process that will include automatic inflation-indexed fee changes annually based on the regional Consumer Price Index and periodic comprehensive updates to the Nexus Study.

Table 21 Average Annual Implementation Costs (2019$), by Extension Scenario

Local Permittee MSHCP Implementation Costs	Average Annual			
	2020 - 2028 No Extension	2020 - 2033 5-Yr Extension	2020 - 2038 10-Yr Extension	2020 - 2043 15-Yr Extension
Land [1]	$77,992,434	$50,137,993	$36,943,784	$29,247,163
Management & Monitoring	$3,731,355	$3,689,056	$3,669,020	$3,657,333
RCA Staff [2]	$2,288,495	$2,288,495	$2,288,495	$2,288,495
Professional Services and Supplies [2]	$1,466,062	$1,466,062	$1,466,062	$1,466,062
Loan Repayment [3]	$222,222	$142,857	$105,263	$83,333
Other Costs [2 4]	$400,254	$400,254	$400,254	$400,254
Net Endowment Funding Required	$22,168,105	$13,180,608	$8,966,410	$6,541,714
Total Costs	**$108,268,927**	**$71,305,325**	**$53,839,289**	**$43,684,354**

1. Land value estimates at $14,288 per acre in 2019 dollar terms.
2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
3. RCA has "Other Long Term Obligations" totaling $5 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of $1 million starting in FY 2018.
4. Includes rents and all other miscellaneous expenses.
NOTE: In some cases numbers may not perfectly sum due to rounding.

Sources: Western Riverside County RCA; Economic & Planning Systems, Inc.

MSHCP Forecast of Non-Fee Revenues

The MSHCP forecast an array of revenue sources, in addition to fee revenue, supporting the conservation program. These sources were anticipated to total about 44 percent of the revenue for the program, including:

- **Transportation funding** – includes the Measure A sales tax which is authorized through 2039 and other transportation funding sources such as the Transportation Uniform Mitigation Fees (TUMF) charged on new development. Note that the MSHCP envisioned up to $121 million of Measure A money to the HCP.
- **Other infrastructure projects** – funding from this source was not quantified in the MSHCP but reflected the expectation that local public construction projects such as schools, administrative facilities, libraries, jails, and other projects like flood control and utility projects would mitigate the construction through the payment of a per-acre fee.[28] Since MSHCP adoption, the standard contribution has been three to five percent of total project costs.
- **Landfill contributions** – Landfill tipping fees have been used in the County since the 1990 for conservation programs. Under county permitting of landfills, the County has committed to divert portions of tipping fees to MSHCP implementation.

Table 22 and **Figure 10** summarizes the revenue forecasts under the MSHCP. Including the fee revenues, these sources totaled $1.07 billion or an estimated average almost $43 million per year for 25-years (in 2004 dollars). Excluding fee revenues, a total of $18.84 million in annual revenues were forecast, including Measure A funding, $10 million each year from other transportation projects, and $4.0 million from land fill contributions.

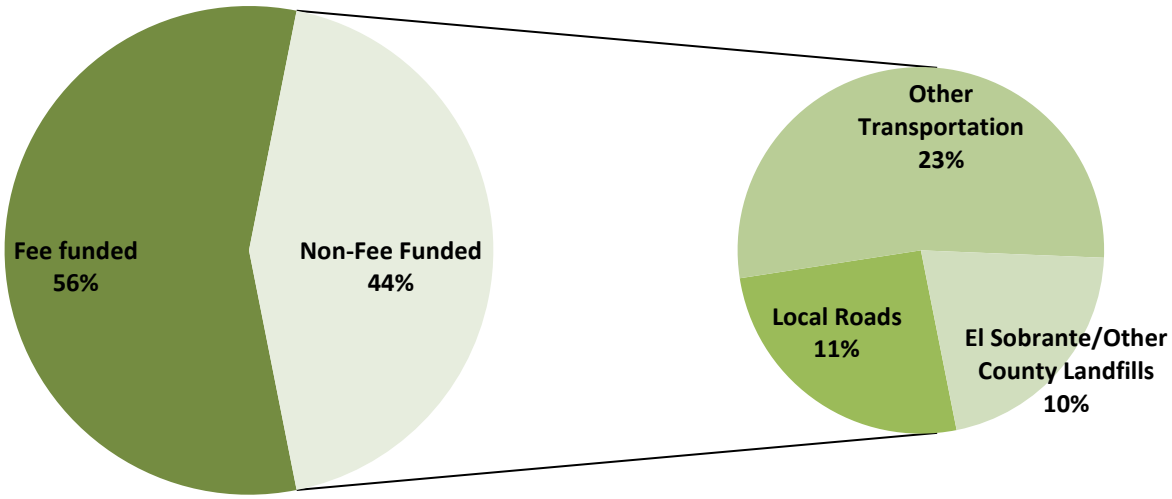
As described further below, at this point, the average annual funding from non-fee revenues sources are well below the MSCHP forecast. Measure A, a voter-approved ½ cent sales tax measure did provide substantial funding as envisioned (though is now fully used/ allocated) and, collectively, the other non-fee funding sources are well beyond what was originally envisioned.

[28] See Chapter 8.5.1 Funding Sources in the MSHCP.

Table 22 2004 MSHCP Anticipated Funding Sources

MSHCP Anticipated Funding Source	Estimate (millions)	% of Total	Avg/Yr (millions over 25 years)
Fee Funded Sources:			
Cities and County Development Mitigation Fees	$539.6	50%	$21,584,000
Density Bonus Fees	$66.0	6%	$2,640,000
Non-Fee Funded Sources	$605.6		$24,224,000.0
Public Funding Sources			
Local Roads (Measure A)	$121.0	11%	$4,840,000
Other Transportation	$250.0	23%	$10,000,000
Other infrastructure Projects	unknown	0%	$0
El Sobrante Landfill	$90.0	8%	$3,600,000
County Landfills	$10.0	1%	$400,000
Eagle Mountain Landfill	unknown	0%	$0
New Regional funding	unknown	0%	$0
Non-Fee Funded Sources	$471.0		$18,840,000
Total, Local Funds	$1,076.6	100%	$43,064,000

Figure 10 2004 MSHCP Anticipated Funding Sources



New Forecast of Non-Fee Revenues

Non-fee revenues to the RCA are projected to be $6.85 million annually in 2019 dollars. This estimate was derived from a line by line review of the major revenue items for a 3-year period from FY 2016-17 to FY 2018-19, projections by collection entities (e.g., TUMF revenue), and recent dynamics likely to affect the revenue source (e.g., greater diversion of trash to recycling

will likely reduce tipping fees). The estimates have been inflated from a three-year average to 2019 dollars, as detailed in **Table 23**.

Table 23 Annual Non-Fee Revenue Projection (2019$s)

Non-Fee Revenue Item	RCA FY16/17- 18/19 3-Year Average of Actuals	CPI Adjusted to 2019$
Transportation Mitigation[1]		
TUMF Revenue-Developer Fees	$950,000	$979,637
Subtotal	**$950,000**	**$979,637**
Tipping Fee	**$3,865,728**	**$3,986,326**
Public Project Mitigation		
PSE Mitigation Fee[2]	NA	$500,000
Other Gov MSHCP Infrastructure	$284,570	$293,448
Other Gov MSHCP Civic Projects	$93,629	$96,550
Flood Control District	$293,084	$302,227
Subtotal	**$671,283**	**$1,192,225**
Other Revenue		
Interest and Other Sources	$467,073	$481,644
Rents	$80,531	$83,043
Joint Project Review Fees	$124,762	$128,654
Subtotal	**$672,365**	**$693,341**
Total Revenue	**NA**	**$6,851,529**

1. All Measure A funding was provided prior to 2020 and the associated obligations have been met.
2. Participating Special Entities fees. This does not include Developer Mitigation Fees. These fees vary widely year over year, $500,000 is used as an annual average per the recommendation of RCA staff.

Sources: Western Riverside County Regional Conservation Authority; Economic & Planning Systems, Inc.

7. MITIGATION FEE CALCULATION

The revised Local Development Mitigation Fee is based on a generally similar methodology to the Original Nexus Study that ensures the fee level is proportional to the development impact. This methodology looks at the remaining conservation requirements associated with Local Permittee obligations under the MSHCP and associated Incidental Take Permit and Implementing Agreement, determines the remaining Local Permittee implementation cost, subtracts out reasonable estimates of non-fee revenues and other contributions, to determine the overall fee-funding obligation. This obligation is then divided among the new development forecast to determine the required mitigation fee. In others words, the original 2003 and updated 2020 Local Development Mitigation Fee estimates are the outcome of the following formula (the 2003 and 2020 Nexus Studies differ in their process of allocating funding required between land uses):

1. **Implementation Costs**
   minus
2. **Non-Fee Funding**
   equals
3. **Outstanding Funding Required**
   divided by
4. **Development Forecast**
   equals
5. **Local Development Mitigation Fee Schedule**

Table 24 summarizes the estimated Net Implementation Costs, Expected Acres of Development, and the associated per gross acre mitigation fee. As shown, the average mitigation fee per gross acre decreases with each extension as similar levels of net implementation costs are spread across more development. **Tables 25** through **28** provide the detailed calculations that determine the total net MSHCP implementation costs shown in **Table 24**. As noted in **Chapter 1**, for residential development, the per-gross-acre fee is translated into a per-unit fee schedule for administrative continuity.

Table 24 MSHCP Implementation Costs and Per Acre Mitigation Fees

Fee Per Acre	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Net Cost	**$912,756,583**	**$902,353,150**	**$892,767,438**	**$883,987,805**
Acres of Development				
Residential	14,026	21,818	29,611	37,403
Nonresidential	6,239	9,705	13,171	16,637
Total	**20,265**	**31,523**	**42,782**	**54,040**
Mitigation Fee per Acre	**$45,041**	**$28,625**	**$20,868**	**$16,358**

Sources: Southern California Association of Governments; Western Riverside County RCA; Economic & Planning Systems, Inc.

Table 25 Recommended Fee Level—No Extension

Item	Total for 2020 - 2029 (Years 17 - 25)	9 yrs	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements				
Preservation Requirement	56,788 acres		6,310 acres	na
(less) HANS Dedication	10,000 acres		1,111 acres	na
Local Permittee Acquisition	46,788 acres		5,199 acres	na
Local Permittee MSHCP Implementation Costs				
Land (1)	$701,931,902		$77,992,434	72.0%
Management & Monitoring	$33,582,193		$3,731,355	3.4%
RCA Staff (2)	$20,596,453		$2,288,495	2.1%
Professional Services and Supplies (2)	$13,194,561		$1,466,062	1.4%
Loan Repayment (3)	$2,000,000		$222,222	0.2%
Other Costs (2) (4)	$3,602,285		$400,254	0.4%
Net Endowment Funding Required	$199,512,947		$22,168,105	20.5%
Total Costs	**$974,420,341**		**$108,268,927**	**100.0%**
Offsetting Revenues (5) (exc. Private Development Mitigation)				
Public Project Mitigation (6)	$10,730,025		$1,192,225	1.4%
Transportation Mitigation (7)	$8,816,731		$979,637	1.1%
Tipping Fees	$35,876,934		$3,986,326	4.6%
Other Revenues (8)	$6,240,068		$693,341	0.8%
Total Selected Revenues	**$61,663,758**		**$6,851,529**	**8.0%**
Funding Required from Private Development Mitigation				
Net Cost	$912,756,583		$101,417,398	93.7%

Mitigation Fee Estimates (per gross acre of development)

Growth Projection:

Development	**2020 - 2028**	**Annual**
Residential Units	79,000	8,778
Residential Acres	14,026	1,558
Non-Residential Acres	6,239	693
Total Acres	20,265	2,252
Mitigation Fee	**$45,041 per acre**	

(1) Land value estimates at $14,288 per acre in 2019 dollar terms plus a 5% transaction cost.
(2) RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
(3) RCA has "Other Long Term Obligations" totaling $2 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of $1 million over the course of two years.
(4) Includes rents and all other miscellaneous expenses.
(5) RCA Revenues are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
(6) Includes Flood Control District, PSE mitigation payments, and other government MSHCP infrastructure & civic project revenues.
(7) Includes TUMF fees.
(8) Includes interest and other sources, rents, and joint project review fees.

Sources: MSHCP; RCA; Economic & Planning Systems, Inc.

Table 26 Recommended Fee Level—5-Year Extension

Item	Total for 2020 - 2034 (Years 17 - 30)	14 yrs	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements				
Preservation Requirement	56,788 acres		4,056 acres	na
(less) HANS Dedication	10,000 acres		714 acres	na
Local Permittee Acquisition	46,788 acres		3,342 acres	na
Local Permittee MSHCP Implementation Costs				
Land (1)	$701,931,902		$50,137,993	70.3%
Management & Monitoring	$51,646,790		$3,689,056	5.2%
RCA Staff (2)	$32,038,927		$2,288,495	3.2%
Professional Services and Supplies (2)	$20,524,873		$1,466,062	2.1%
Loan Repayment (3)	$2,000,000		$142,857	0.2%
Other Costs (2) (4)	$5,603,554		$400,254	0.6%
Net Endowment Funding Required	$184,528,506		$13,180,608	18.5%
Total Costs	**$998,274,552**		**$71,305,325**	**100.0%**
Offsetting Revenues (5) (exc. Private Development Mitigation)				
Public Project Mitigation (6)	$16,691,150		$1,192,225	2.1%
Transportation Mitigation (7)	$13,714,915		$979,637	1.7%
Tipping Fees	$55,808,564		$3,986,326	6.9%
Other Revenues (8)	$9,706,772		$693,341	1.2%
Total Selected Revenues	**$95,921,402**		**$6,851,529**	**11.8%**
Funding Required from Private Development Mitigation				
Net Cost	$902,353,150		$64,453,796	90.4%

Mitigation Fee Estimates (per gross acre of development)

Growth Projection:

Development	**2020 - 2033**	**Annual**
Residential Units (4.2 DU/Acres)	122,456	8,747
Residential Acres	21,818	1,558
Non-Residential Acres	9,705	693
Total Acres	31,523	2,252
Mitigation Fee	**$28,625 per acre**	

(1) Land value estimates at $14,288 per acre in 2019 dollar terms plus a 5% transaction cost.
(2) RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
(3) RCA has "Other Long Term Obligations" totaling $2 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of $1 million over the course of two years.
(4) Includes rents and all other miscellaneous expenses.
(5) RCA Revenues are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
(6) Includes Flood Control District, PSE mitigation payments, and other government MSHCP infrastructure & civic project revenues.
(7) Includes TUMF fees.
(8) Includes interest and other sources, rents, and joint project review fees.

Sources: MSHCP; RCA; Economic & Planning Systems, Inc.

Table 27 Recommended Fee Level—10-Year Extension

Item	Total for 2020 - 2039 (Years 17 - 35)	19 yrs	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements				
Preservation Requirement	56,788 acres		2,989 acres	na
(less) HANS Dedication	10,000 acres		526 acres	na
Local Permittee Acquisition	46,788 acres		2,463 acres	na
Local Permittee MSHCP Implementation Costs				
Land (1)	$701,931,902		$36,943,784	68.6%
Management & Monitoring	$69,711,387		$3,669,020	6.8%
RCA Staff (2)	$43,481,401		$2,288,495	4.3%
Professional Services and Supplies (2)	$27,855,185		$1,466,062	2.7%
Loan Repayment (3)	$2,000,000		$105,263	0.2%
Other Costs (2) (4)	$7,604,824		$400,254	0.7%
Net Endowment Funding Required	$170,361,785		$8,966,410	16.7%
Total Costs	**$1,022,946,483**		**$53,839,289**	**100.0%**
Offsetting Revenues (5) (exc. Private Development Mitigation)				
Public Project Mitigation (6)	$22,652,275		$1,192,225	2.7%
Transportation Mitigation (7)	$18,613,099		$979,637	2.2%
Tipping Fees	$75,740,195		$3,986,326	8.9%
Other Revenues (8)	$13,173,476		$693,341	1.5%
Total Selected Revenues	**$130,179,045**		**$6,851,529**	**15.3%**
Funding Required from Private Development Mitigation				
Net Cost	$892,767,438		$46,987,760	87.3%

Mitigation Fee Estimates (per gross acre of development)

Growth Projection:

Development	**2020 - 2038**	**Annual**
Residential Units (4.2 DU/Acres)	166,000	8,737
Residential Acres	29,611	1,558
Non-Residential Acres	13,171	693
Total Acres	42,782	2,252
Mitigation Fee	**$20,868 per acre**	

(1) Land value estimates at $14,288 per acre in 2019 dollar terms plus a 5% transaction cost.
(2) RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
(3) RCA has "Other Long Term Obligations" totaling $2 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of $1 million over the course of two years.
(4) Includes rents and all other miscellaneous expenses.
(5) RCA Revenues are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
(6) Includes Flood Control District, PSE mitigation payments, and other government MSHCP infrastructure & civic project revenues.
(7) Includes TUMF fees.
(8) Includes interest and other sources, rents, and joint project review fees.

Sources: MSHCP; RCA; Economic & Planning Systems, Inc.

Table 28 Recommended Fee Level—15-Year Extension

Item	Total for 2020 - 2044 (Years 17 - 40)	24 yrs	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements				
Preservation Requirement	56,788 acres		2,366 acres	na
(less) HANS Dedication	10,000 acres		417 acres	na
Local Permittee Acquisition	46,788 acres		1,950 acres	na
Local Permittee MSHCP Implementation Costs				
Land (1)	$701,931,902		$29,247,163	67.0%
Management & Monitoring	$87,775,983		$3,657,333	8.4%
RCA Staff (2)	$54,923,875		$2,288,495	5.2%
Professional Services and Supplies (2)	$35,185,497		$1,466,062	3.4%
Loan Repayment (3)	$2,000,000		$83,333	0.2%
Other Costs (2) (4)	$9,606,093		$400,254	0.9%
Net Endowment Funding Required	$157,001,144		$6,541,714	15.0%
Total Costs	**$1,048,424,494**		**$43,684,354**	**100.0%**
Offsetting Revenues (5) (exc. Private Development Mitigation)				
Public Project Mitigation (6)	$28,613,400		$1,192,225	3.2%
Transportation Mitigation (7)	$23,511,283		$979,637	2.6%
Tipping Fees	$95,671,825		$3,986,326	10.7%
Other Revenues (8)	$16,640,181		$693,341	1.9%
Total Selected Revenues	**$164,436,689**		**$6,851,529**	**18.4%**
Funding Required from Private Development Mitigation				
Net Cost	$883,987,805		$36,832,825	84.3%

Mitigation Fee Estimates (per gross acre of development)

Growth Projection:

Development	**2020 - 2043**	**Annual**
Residential Units	210,000	8,750
Residential Acres	37,403	1,558
Non-Residential Acres	16,637	693
Total Acres	54,040	2,252
Mitigation Fee	**$16,358 per acre**	

(1) Land value estimates at $14,288 per acre in 2019 dollar terms plus a 5% transaction cost.
(2) RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
(3) RCA has "Other Long Term Obligations" totaling $2 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of $1 million over the course of two years.
(4) Includes rents and all other miscellaneous expenses.
(5) RCA Revenues are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
(6) Includes Flood Control District, PSE mitigation payments, and other government MSHCP infrastructure & civic project revenues.
(7) Includes TUMF fees.
(8) Includes interest and other sources, rents, and joint project review fees.

Sources: MSHCP; RCA; Economic & Planning Systems, Inc.

8. MITIGATION FEE ACT (NEXUS) FINDINGS

Mitigation fees are utilized in California to finance public facilities necessary to mitigate impacts stemming from new development. In 1987, the California Legislature adopted the Mitigation Fee Act to provide a framework for the application and administration of such fees. Current prevailing practice among the majority of approved and permitted regional multiple-species Habitat Conservation Plans is that any habitat mitigation fees are to be adopted by the relevant jurisdictions (cities and Counties) consistent with the Mitigation Fee Act.[29] As discussed further in **Chapter 9**, the adoption of fees under the Mitigation Fee Act includes a number of auditing and reporting requirements.

The Mitigation Fee Act, defined in California Government Code Sections 66000 to 66025, requires all public agencies to document five findings when establishing or increasing a fee as a condition for new development. These findings were made when the Western Riverside County MSHCP Local Development Mitigation Fees were first justified and established.[30]

This Chapter of the Western Riverside Habitat Conservation Plan Nexus Fee Study was prepared to describe how the proposed increase in the Local Development Mitigation Fee satisfies the five statutory findings required by the Mitigation Fee Act and is based on the appropriate nexus between new development and the imposition of a mitigation fee. The five statutory findings required for the establishment of a mitigation fee are summarized in the sections below and supported by the technical analysis in the prior chapters of this Study.

Purpose of Fee

Identify the purpose of the fee. (66001(a)(1))

The purpose of the Local Development Mitigation Fee is to contribute to the funding required to implement the MSCHP and, as a result, help maintain the incidental take permits for new private and public development in Western Riverside County under the federal and State Endangered Species Acts. Maintaining the incidental take permit is necessary to allow for future development, and without the development community paying for the cost of the MSHCP, individual applicants will need to apply independently for development approval under federal and State law if the project impacts a threaten or endangered species. The federal Endangered Species Act specifically requires that the applicant for incidental take permit "ensure that adequate funding for the plan will be provided."[31] In addition, the Local Development Mitigation Fee helps provide the regional benefit of streamlined economic development in Western Riverside County as well as

[29] In addition to the current Western Riverside County habitat mitigation fee, see also the Coachella Valley habitat mitigation fee, the San Joaquin County Multi-Species Habitat Conservation and Open Space Fee, and the East Contra Costa County HCP/NCCP mitigation fee.

[30] See the Final Mitigation Nexus Report for the Western Riverside County Multiple Species Habitat Conservation Plan, published July 1, 2003.

[31] See Section 1539(a)(2)Biii of the federal Endangered Species Act.

the provision of contiguous open spaces that will serve as a community amenity to residents, workers, and visitors.

Use of Fee Revenues

Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specific in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged. (66001(a)(2)).

The MSHCP is the public document that outlines the actions required as a whole and the particular set of actions required by the Local Permittees (and the Regional Conservation Agency as their agent) to obtain incidental take permits—associated with State and federal Endangered Species Act requirements—for new public and private development in Western Riverside County. Failure to meet the requirements of the MSHCP will result in an inability to obtain or maintain incidental take permits through the MSHCP, which would require future development to secure individual take authorization if the project impacts a threaten or endangered species.

Revenues from the Local Development Mitigation Fee will be used, in conjunction with other local and regional funding sources, to fund the conservation actions identified as the responsibility of Local Permittees in the MSHCP. The revenue from the Local Development Mitigation Fee will be used to help fund the appropriate habitat acquisition (land acquisition and associated transaction costs), maintenance and monitoring of habitat land (preserve management, monitoring, and adaptive management), and program management, administration, and oversight activities and costs.[32] **Chapter 3** of this report describes the Local Permittee conservation requirements, progress to date, and the remaining actions required under the MSHCP.

Relationship

Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. (66001(a)(3)).

The implementation of the MSHCP, and the mitigation fee as a fundamental part of it, will benefit all new development by mitigating their collective impacts on covered species and associated habitat. All new public and private development in the Plan area will affect habitat and species either directly, indirectly, or as a cumulative effect. New infrastructure development, for example, in addition to its direct effects, will support new development on other parcels and other locations in the Plan Area. Similarly, new private development will require new infrastructure and also result in additional demand for new developments through linkages—for

[32] Consistent with the interpretation applied to the majority of permitted and approved regional, multiple-species Habitat Conservation Plans in California and guidance from RCA Counsel, the Local Development Mitigation Fee is assumed to fund its proportionate share (as determined by the technical analysis and constrained by the statutory requirements) of applicable MSHCP implementation costs including, but also limited to, habitat acquisition costs (and associated transaction costs), the costs of managing and monitoring the habitat preserves in perpetuity, and the administrative and other costs of managing the overall program.

example, the need for new housing to accommodate new workers at commercial developments or the need for new retail developments to serve new residents at residential developments. In other words, all new development in Western Riverside County will benefit from the incidental take permits obtained through the MSHCP and via the use of the mitigation fee revenues.

In addition, the incidental take permits are necessary to permit any future development within the Plan Area, and in order to obtain or maintain such incidental take permits, the MSHCP must be fully funded. Because funding the MSHCP is required in order to allow for future development under the MSHCP, there is a direct relationship between the proposed use of the mitigation fee and development within the Plan Area.

Need

Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed. (66001(a)(4)).

Without new development, no MSHCP would be necessary and no further habitat conservation would be required under the federal and State Endangered Species Acts. To allow for any future development under the Plan, the MSHCP must be fully funded. New development in the Plan Area, as noted above, will directly, indirectly, or cumulatively affect species and habitat in Western Riverside County. Because of this, development of the MSHCP was undertaken to provide a regional, streamlined approach to benefit future development of all types in Western Riverside County, including the development and improvements envisioned under the numerous General Plans and the Regional Transportation Improvement Program. The requirements of the MSHCP (habitat acquisition, management and monitoring, program administration) are a direct result of the regional approach to mitigation that is engendered by all new development in the Plan Area under the pertinent environmental regulations. Meeting the requirements of the MSHCP is necessary to obtain the necessary federal authorization to develop within the Plan Area.

Proportionality

Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed. (66001(b)).

The MSHCP includes detailed conservation requirements based on the scientific evaluations that form the basis of the MSHCP. Based on these evaluations, conservation responsibilities were allocated between the Local Permittees and other agencies, such as the State and federal governments. The Local Development Mitigation Fee appropriately provides funding towards the fulfillment of the Local Permittee conservation requirements. Furthermore, the Local Permittee obligations are not fully funded through the Local Development Mitigation Fee revenues. Other local and regional funding sources, such as the Measure A sales tax and tipping fees, provide additional mitigation and/or offsetting revenues that reduce the overall cost allocation to the Local Development Mitigation Fee Program. In addition, consistent with the relationship between new development in Western Riverside County and the need for the public facilities (conservation program) described above, proportional attribution between new development is ensured

through the determination of a consistent per gross acre Local Development Mitigation Fee.[33] As a result, the Local Development Mitigation Fee level calculations are carefully determined to fund only the proportionate (or less than) conservation costs attributable to the new development on which the fee is imposed and to allocate the fee levels proportionally across all new development. It is this process of careful calculation based on the requirements of the MSHCP that is the subject of a substantial portion of this Nexus Study (see **Chapters 2** through **7**).

[33] Determining habitat mitigation fees on a gross acre basis is the clearest way of ensuring proportionate cost allocations among new developments and is a common practice among adopted Habitat Conservation Plans. For purposes of implementation/administrative consistency, for residential uses, the per-gross-acre fee is translated into per unit fees for different density categories.

9. FEE IMPLEMENTATION

The revised Local Development Mitigation Fee must be implemented consistent with the MSHCP (and associated Incidental Take Permit and Implementing Agreement) as well as the California Mitigation Fee Act. A detailed set of guidance is included in the Fee Implementation Handbook to support clarity and specificity in the implementation of the updated fee program by Local Permittees. The sections below summarize some of the key implementation and administration actions to be consistent with the requirements.

Adoption of Revised LDMF

- Consistent with the MSHCP and associated documents, each Local Permittee (i.e., all participating jurisdictions) must adopt an updated LDMF ordinance and a fee resolution establishing the revised fee level as prescribed by the Mitigation Fee Act.
- Consistent with the Mitigation Fee Act, the revised ordinance and associated fee resolution will become effective after a public hearing and 60 days.
- RCA Legal Counsel will prepare a Fee Update Ordinance and Resolution to facilitate the consistent adoption of the updated LDMF by Local Permittees.

Securing Supplemental Funding

The revised Local Development Mitigation Fee is set at the level that would cover the Local Permittee cost obligations once expected non-fee revenues are subtracted out. To the extent any discounts/exemptions are provided to new Western Riverside County development below the updated fee level, additional funding will be required to backfill the fee revenue losses. To the extent, these revenues do not make up for any fee discounts provided, other sources of funding will need to be sought by the RCA and the Local Permittees to fulfill their Plan obligations. At the same time, if new substantial funding sources become available to the RCA for Local Permittee obligations, the funding required through fees may decrease, in turn reducing the required fee levels through a new update.

Annual Review

The Mitigation Fee Act (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. In this case, the RCA can play this role on behalf of the Local Permittees. This information includes the following:

- A description of the type of fee in the account.
- The amount of the fee (the mitigation fee schedule).
- The beginning and ending balance of the fund.
- The amount of fees collected and interest earned.
- Identification of the improvements constructed.
- The total cost of the improvements constructed.
- The fees expended to construct the improvement.
- The percentage of total costs funded by the fee.

If sufficient fees have been collected to fund specific improvement cost, the agency must specify the approximate date for the cost of that improvement. Because of the dynamic nature of growth and MSHCP implementation costs and consistent with current practice, the RCA should continue to monitor progress towards MSHCP goals. The overall adequacy of the fee revenues and other available funding in meeting these goals should be reviewed annually.

Surplus Funds

The Mitigation Fee Act also requires that if any portion of a fee remains unexpended or uncommitted in an account for 5 years or more after deposit of the fee, the RCA, acting for the Local Permittees, shall make findings once each year (1) to identify the purpose to which the fee is to be put, (2) to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) to identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) to designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund (§66001(d)).

If adequate funding has been collected for specific investments, an approximate date must be specified as to when the cost of the investment will be incurred. If the findings show no need for the unspent funds, or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them (Gov. C §66001(e)(f)).

Annual and Periodic Updates

Consistent with the current practice, the Fee Ordinance should allow an automatic annual adjustment to the fees based on the Riverside-San Bernardino-Ontario, CA Consumer Price Index (CPI) or a similar inflation factor. In addition, a more comprehensive update should be conducted required periodically. The Nexus Study and the technical information it contains should be reviewed periodically by the RCA (every five years is recommended) to identify any necessary refinements to the Local Development Mitigation Fees to ensure adequate funding to implement the MSHCP. Under certain circumstances, the RCA may wish to conduct a Nexus Study update sooner than after five years. For example, to the extent there are significant and unexpected changes in implementation costs, in the level of non-fee funding, and/ or the level of fee-paying private development over time, a more immediate fee update may be appropriate.

APPENDIX I:

Detailed Time Series of Implementation Costs



All Implementation Costs Over Time – No Extension

Habitat Lands/ Cost Items	Factors		End of: 17 2020	18 2021	19 2022	20 2023	21 2024	22 2025	23 2026	24 2027	25 2028
ACRES											
Land Acuisition Costs											
Land Acquisition (Annual)											
Local			6,310	6,310	6,310	6,310	6,310	6,310	6,310	6,310	6,310
(less) HANS/JPR Dedications			-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	0
Total Local			5,060	5,060	5,060	5,060	5,060	5,060	5,060	5,060	6,310
State/Fed			3,821	3,821	3,821	3,821	3,821	3,821	3,821	3,821	3,821
Total			8,881	8,881	8,881	8,881	8,881	8,881	8,881	8,881	10,131
Land Acquisition (Cumulative)											
Local [1]			45,272	50,332	55,391	60,451	65,511	70,571	75,630	80,690	87,000
State/Fed			25,429	29,251	33,072	36,893	40,715	44,536	48,357	52,179	56,000
Local - HANS/JPR Dedications			1,250	2,500	3,750	5,000	6,250	7,500	8,750	10,000	10,000
Total			71,951	82,082	92,213	102,344	112,476	122,607	132,738	142,869	153,000
Management and Monitoring Costs											
Reserve Summary	***Financial Responsibility***										
	Monitoring	Management									
State/ Federal											
PQP	RCA	State/ Fed	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000
ARL	RCA	State	25,429	29,251	33,072	36,893	40,715	44,536	48,357	52,179	56,000
Total			307,429	311,251	315,072	318,893	322,715	326,536	330,357	334,179	338,000
Local											
PQP	RCA	Non-RCA Local	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
ARL	RCA	RCA	46,522	52,832	59,141	65,451	71,761	78,071	84,380	90,690	97,000
Total			111,522	117,832	124,141	130,451	136,761	143,071	149,380	155,690	162,000
Total Acres under RCA Management			46,522	52,832	59,141	65,451	71,761	78,071	84,380	90,690	97,000
Total Acres under RCA Monitoring			418,951	429,082	439,213	449,344	459,476	469,607	479,738	489,869	500,000
COSTS (all constant 2019 dollars)											
Land Acquisition Costs											
Local, ARL, Annual	$14,288	$/Acre	$72,294,065	$72,294,065	$72,294,065	$72,294,065	$72,294,065	$72,294,065	$72,294,065	$72,294,065	$90,154,055
Land Transaction Costs	5%	of acquisition costs	$3,614,703	$3,614,703	$3,614,703	$3,614,703	$3,614,703	$3,614,703	$3,614,703	$3,614,703	$4,507,703
Total, Land Acquisition Costs			$75,908,768	$75,908,768	$75,908,768	$75,908,768	$75,908,768	$75,908,768	$75,908,768	$75,908,768	$94,661,758
Local, ARL, Cumulative			$75,908,768	$151,817,536	$227,726,304	$303,635,072	$379,543,840	$455,452,608	$531,361,376	$607,270,144	$701,931,902
Management and Monitoring Costs											
Management, Annual	$32.70	$/Acre	$1,521,340	$1,727,681	$1,934,021	$2,140,361	$2,346,702	$2,553,042	$2,759,382	$2,965,723	$3,172,063
Management Cumulative			$1,521,340	$3,249,021	$5,183,042	$7,323,403	$9,670,105	$12,223,147	$14,982,530	$17,948,252	$21,120,315
Monitoring, Annual	$3.01	$/Acre	$1,262,531	$1,293,061	$1,323,592	$1,354,122	$1,384,653	$1,415,184	$1,445,714	$1,476,245	$1,506,776
Monitoring Cumulative			$1,262,531	$2,555,592	$3,879,184	$5,233,306	$6,617,959	$8,033,143	$9,478,857	$10,955,102	$12,461,878
Endowment Costs											
Net Endowment Funding, Annual			$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105
Net Endowment Funding, Cumulative			$22,168,105	$44,336,210	$66,504,316	$88,672,421	$110,840,526	$133,008,631	$155,176,736	$177,344,842	$199,512,947
Administrative Costs [2]											
RCA Staff Costs			$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495
Professional Services			$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062
Loan Repayment [3]			$1,000,000	$1,000,000	$0	$0	$0	$0	$0	$0	$0
Other			$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254
Total Annual			$5,154,811	$5,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811
Cumulative Costs			$5,154,811	$10,309,622	$14,464,433	$18,619,244	$22,774,055	$26,928,866	$31,083,677	$35,238,488	$39,393,299
TOTAL ALL COSTS											
TOTAL Annual			$106,015,555	$106,252,426	$105,489,297	$105,726,168	$105,963,039	$106,199,910	$106,436,781	$106,673,652	$125,663,513
TOTAL Cumulative			$106,015,555	$212,267,981	$317,757,279	$423,483,447	$529,446,486	$635,646,396	$742,083,177	$848,756,829	$974,420,341

1. All local land conserved to date, including all HANS dedications to date, are captured in the year 17 number.
2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
3. Annual administrative costs decrease in year 19 due to assumption that loan repayment is completed.

All Implementation Costs Over Time – 5 Year Extension

Habitat Lands/ Cost Items	Factors		End of: 17 2020	18 2021	19 2022	20 2023	21 2024	22 2025	23 2026	24 2027	25 2028	26 2029	27 2030	28 2031	29 2032	30 2033
ACRES																
Land Acquisition Costs																
Land Acquisition (Annual)																
Local			4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056
(less) HANS/JPR Dedications			-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	0	0	0	0	0	0
Total Local			2,806	2,806	2,806	2,806	2,806	2,806	2,806	2,806	4,056	4,056	4,056	4,056	4,056	4,056
State/Fed			2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457
Total			5,263	5,263	5,263	5,263	5,263	5,263	5,263	5,263	6,513	6,513	6,513	6,513	6,513	6,513
Land Acquisition (Cumulative)																
Local [1]			43,018	45,825	48,631	51,437	54,243	57,050	59,856	62,662	66,719	70,775	74,831	78,887	82,944	87,000
State/Fed			24,065	26,521	28,978	31,434	33,891	36,347	38,804	41,261	43,717	46,174	48,630	51,087	53,543	56,000
Local - HANS/JPR Dedications			1,250	2,500	3,750	5,000	6,250	7,500	8,750	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total			68,333	74,846	81,359	87,871	94,384	100,897	107,410	113,923	120,436	126,949	133,461	139,974	146,487	153,000
Management and Monitoring Costs																
Reserve Summary																
	Financial Responsibility															
	Monitoring	Management														
State/ Federal																
PQP	RCA	State/ Fed	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000
ARL	RCA	State	24,065	26,521	28,978	31,434	33,891	36,347	38,804	41,261	43,717	46,174	48,630	51,087	53,543	56,000
Total			306,065	308,521	310,978	313,434	315,891	318,347	320,804	323,261	325,717	328,174	330,630	333,087	335,543	338,000
Local																
PQP	RCA	Non-RCA Local	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
ARL	RCA	RCA	44,268	48,325	52,381	56,437	60,493	64,550	68,606	72,662	76,719	80,775	84,831	88,887	92,944	97,000
Total			109,268	113,325	117,381	121,437	125,493	129,550	133,606	137,662	141,719	145,775	149,831	153,887	157,944	162,000
Total Acres under RCA Management			44,268	48,325	52,381	56,437	60,493	64,550	68,606	72,662	76,719	80,775	84,831	88,887	92,944	97,000
Total Acres under RCA Monitoring			415,333	421,846	428,359	434,871	441,384	447,897	454,410	460,923	467,436	473,949	480,461	486,974	493,487	500,000
COSTS (all constant 2019 dollars)																
Land Acquisition Costs																
Local, ARL, Annual	$14,288	$/Acre	$40,096,188	$40,096,188	$40,096,188	$40,096,188	$40,096,188	$40,096,188	$40,096,188	$40,096,188	$57,956,178	$57,956,178	$57,956,178	$57,956,178	$57,956,178	$57,956,178
Land Transaction Costs	5%	of acquisition costs	$2,004,809	$2,004,809	$2,004,809	$2,004,809	$2,004,809	$2,004,809	$2,004,809	$2,004,809	$2,897,809	$2,897,809	$2,897,809	$2,897,809	$2,897,809	$2,897,809
Total, Land Acquisition Costs			$42,100,997	$42,100,997	$42,100,997	$42,100,997	$42,100,997	$42,100,997	$42,100,997	$42,100,997	$60,853,987	$60,853,987	$60,853,987	$60,853,987	$60,853,987	$60,853,987
Local, ARL, Cumulative			$42,100,997	$84,201,995	$126,302,992	$168,403,990	$210,504,987	$252,605,985	$294,706,982	$336,807,979	$397,661,967	$458,515,954	$519,369,941	$580,223,928	$641,077,915	$701,931,902
Management and Monitoring Costs																
Management, Annual	$32.70	$/Acre	$1,447,647	$1,580,295	$1,712,942	$1,845,589	$1,978,237	$2,110,884	$2,243,532	$2,376,179	$2,508,826	$2,641,474	$2,774,121	$2,906,768	$3,039,416	$3,172,063
Management Cumulative			$1,447,647	$3,027,942	$4,740,884	$6,586,474	$8,564,710	$10,675,595	$12,919,126	$15,295,305	$17,804,131	$20,445,605	$23,219,726	$26,126,494	$29,165,910	$32,337,973
Monitoring, Annual	$3.01	$/Acre	$1,251,627	$1,271,254	$1,290,880	$1,310,507	$1,330,134	$1,349,761	$1,369,388	$1,389,015	$1,408,641	$1,428,268	$1,447,895	$1,467,522	$1,487,149	$1,506,776
Monitoring Cumulative			$1,251,627	$2,522,880	$3,813,761	$5,124,268	$6,454,402	$7,804,163	$9,173,551	$10,562,566	$11,971,207	$13,399,476	$14,847,371	$16,314,893	$17,802,041	$19,308,817
Endowment Costs																
Net Endowment Funding, Annual			$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608
Net Endowment Funding, Cumulative			$13,180,608	$26,361,215	$39,541,823	$52,722,430	$65,903,038	$79,083,645	$92,264,253	$105,444,860	$118,625,468	$131,806,076	$144,986,683	$158,167,291	$171,347,898	$184,528,506
Administrative Costs [2]																
RCA Staff Costs			$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495
Professional Services			$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062
Loan Repayment [3]			$1,000,000	$1,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other			$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254
Total Annual Costs			$5,154,811	$5,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811
Cumulative Costs			$5,154,811	$10,309,622	$14,464,433	$18,619,244	$22,774,055	$26,928,866	$31,083,677	$35,238,488	$39,393,299	$43,548,111	$47,702,922	$51,857,733	$56,012,544	$60,167,355
TOTAL ALL COSTS																
TOTAL Annual			$63,135,690	$63,287,964	$62,440,239	$62,592,513	$62,744,787	$62,897,061	$63,049,335	$63,201,610	$82,106,873	$82,259,148	$82,411,422	$82,563,696	$82,715,970	$82,868,244
TOTAL Cumulative			$63,135,690	$126,423,655	$188,863,893	$251,456,406	$314,201,193	$377,098,254	$440,147,590	$503,349,199	$585,456,073	$667,715,220	$750,126,642	$832,690,338	$915,406,308	$998,274,552

1. All local land conserved to date, including all HANS dedications to date, are captured in the year 17 number.
2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
3. Annual administrative costs decrease in year 19 due to assumption that loan repayment is completed.

All Implementation Costs Over Time – 10 Year Extension

Habitat Lands/ Cost Items	Factors			End of: 17 2020	18 2021	19 2022	20 2023	21 2024	22 2025	23 2026	24 2027	25 2028	26 2029	27 2030	28 2031	29 2032	30 2033	31 2034	32 2035	33 2036	34 2037	35 2038
ACRES																						
Land Acuisition Costs																						
Land Acquisition (Annual)																						
Local				2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989
(less) Anheuser Busch purchase				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(less) HANS/JPR Dedications				-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	0	0	0	0	0	0	0	0	0	0	0
Total Local				1,739	1,739	1,739	1,739	1,739	1,739	1,739	1,739	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989
State/Fed				1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810
Total				3,549	3,549	3,549	3,549	3,549	3,549	3,549	3,549	4,799	4,799	4,799	4,799	4,799	4,799	4,799	4,799	4,799	4,799	4,799
Land Acquisition (Cumulative)																						
Local [1]				41,951	43,690	45,429	47,167	48,906	50,645	52,384	54,123	57,112	60,100	63,089	66,078	69,067	72,056	75,045	78,033	81,022	84,011	87,000
State/Fed				23,418	25,228	27,038	28,848	30,659	32,469	34,279	36,089	37,899	39,709	41,519	43,329	45,139	46,949	48,760	50,570	52,380	54,190	56,000
Local - HANS/JPR Dedications				1,250	2,500	3,750	5,000	6,250	7,500	8,750	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total				66,619	71,418	76,217	81,016	85,815	90,614	95,413	100,212	105,011	109,809	114,608	119,407	124,206	129,005	133,804	138,603	143,402	148,201	153,000
Management and Monitoring Costs																						
Reserve Summary	***Financial Responsibility***																					
	Monitoring	Management																				
State/ Federal																						
PQP	RCA	State/ Fed		282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000
ARL	RCA	State		23,418	25,228	27,038	28,848	30,659	32,469	34,279	36,089	37,899	39,709	41,519	43,329	45,139	46,949	48,760	50,570	52,380	54,190	56,000
Total				305,418	307,228	309,038	310,848	312,659	314,469	316,279	318,089	319,899	321,709	323,519	325,329	327,139	328,949	330,760	332,570	334,380	336,190	338,000
Local																						
PQP	RCA	Non-RCA Local		65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
ARL	RCA	RCA		43,201	46,190	49,179	52,167	55,156	58,145	61,134	64,123	67,112	70,100	73,089	76,078	79,067	82,056	85,045	88,033	91,022	94,011	97,000
Total				108,201	111,190	114,179	117,167	120,156	123,145	126,134	129,123	132,112	135,100	138,089	141,078	144,067	147,056	150,045	153,033	156,022	159,011	162,000
Total Acres under RCA Management				43,201	46,190	49,179	52,167	55,156	58,145	61,134	64,123	67,112	70,100	73,089	76,078	79,067	82,056	85,045	88,033	91,022	94,011	97,000
Total Acres under RCA Monitoring				413,619	418,418	423,217	428,016	432,815	437,614	442,413	447,212	452,011	456,809	461,608	466,407	471,206	476,005	480,804	485,603	490,402	495,201	500,000
COSTS (all constant 2019 dollars)																						
Land Acquisition Costs																						
Local, ARL, Annual	$14,288	$/Acre		$24,844,562	$24,844,562	$24,844,562	$24,844,562	$24,844,562	$24,844,562	$24,844,562	$24,844,562	$42,704,552	$42,704,552	$42,704,552	$42,704,552	$42,704,552	$42,704,552	$42,704,552	$42,704,552	$42,704,552	$42,704,552	$42,704,552
Land Transaction Costs	5%	of acquisition costs		$1,242,228	$1,242,228	$1,242,228	$1,242,228	$1,242,228	$1,242,228	$1,242,228	$1,242,228	$2,135,228	$2,135,228	$2,135,228	$2,135,228	$2,135,228	$2,135,228	$2,135,228	$2,135,228	$2,135,228	$2,135,228	$2,135,228
Total, Land Acquisition Costs				$26,086,790	$26,086,790	$26,086,790	$26,086,790	$26,086,790	$26,086,790	$26,086,790	$26,086,790	$44,839,780	$44,839,780	$44,839,780	$44,839,780	$44,839,780	$44,839,780	$44,839,780	$44,839,780	$44,839,780	$44,839,780	$44,839,780
Local, ARL, Cumulative				$26,086,790	$52,173,581	$78,260,371	$104,347,161	$130,433,952	$156,520,742	$182,607,532	$208,694,323	$253,534,102	$298,373,882	$343,213,662	$388,053,442	$432,893,222	$477,733,002	$522,572,782	$567,412,562	$612,252,342	$657,092,122	$701,931,902
Management and Monitoring Costs																						
Management, Annual	$32.70	$/Acre		$1,412,740	$1,510,480	$1,608,220	$1,705,961	$1,803,701	$1,901,441	$1,999,181	$2,096,921	$2,194,661	$2,292,402	$2,390,142	$2,487,882	$2,585,622	$2,683,362	$2,781,102	$2,878,843	$2,976,583	$3,074,323	$3,172,063
Management Cumulative				$1,412,740	$2,923,220	$4,531,441	$6,237,402	$8,041,102	$9,942,543	$11,941,725	$14,038,646	$16,233,307	$18,525,709	$20,915,851	$23,403,733	$25,989,355	$28,672,717	$31,453,819	$34,332,662	$37,309,245	$40,383,568	$43,555,631
Monitoring, Annual	$3.01	$/Acre		$1,246,462	$1,260,924	$1,275,386	$1,289,847	$1,304,309	$1,318,771	$1,333,233	$1,347,695	$1,362,157	$1,376,619	$1,391,081	$1,405,542	$1,420,004	$1,434,466	$1,448,928	$1,463,390	$1,477,852	$1,492,314	$1,506,776
Monitoring Cumulative				$1,246,462	$2,507,386	$3,782,771	$5,072,619	$6,376,928	$7,695,699	$9,028,932	$10,376,627	$11,738,784	$13,115,403	$14,506,484	$15,912,026	$17,332,030	$18,766,497	$20,215,425	$21,678,815	$23,156,667	$24,648,980	$26,155,756
Endowment Costs																						
Net Endowment Funding, Annual				$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410
Net Endowment Funding, Cumulative				$8,966,410	$17,932,819	$26,899,229	$35,865,639	$44,832,049	$53,798,458	$62,764,868	$71,731,278	$80,697,687	$89,664,097	$98,630,507	$107,596,917	$116,563,326	$125,529,736	$134,496,146	$143,462,556	$152,428,965	$161,395,375	$170,361,785
Administrative Costs [2]																						
RCA Staff Costs				$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495
Professional Services				$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062
Loan Repayment [3]				$1,000,000	$1,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other				$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254
Total Annual Costs				$5,154,811	$5,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811
Cumulative Costs				$5,154,811	$10,309,622	$14,464,433	$18,619,244	$22,774,055	$26,928,866	$31,083,677	$35,238,488	$39,393,299	$43,548,111	$47,702,922	$51,857,733	$56,012,544	$60,167,355	$64,322,166	$68,476,977	$72,631,788	$76,786,599	$80,941,410
TOTAL ALL COSTS																						
TOTAL Annual				$42,867,213	$42,979,415	$42,091,617	$42,203,819	$42,316,021	$42,428,223	$42,540,425	$42,652,627	$61,517,819	$61,630,021	$61,742,223	$61,854,425	$61,966,627	$62,078,829	$62,191,031	$62,303,233	$62,415,435	$62,527,637	$62,639,839
TOTAL Cumulative				$42,867,213	$85,846,628	$127,938,245	$170,142,065	$212,458,086	$254,886,309	$297,426,735	$340,079,362	$401,597,181	$463,227,202	$524,969,425	$586,823,850	$648,790,477	$710,869,307	$773,060,338	$835,363,571	$897,779,006	$960,306,644	$1,022,946,483

1. All local land conserved to date, including all HANS dedications to date, are captured in the year 17 number.
2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
3. Annual administrative costs decrease in year 19 due to assumption that loan repayment is completed.

All Implementation Costs Over Time – 15 Year Extension

Habitat Lands/ Cost Items	Factors			End of: 17 2020	18 2021	19 2022	20 2023	21 2024	22 2025	23 2026	24 2027	25 2028	26 2029	27 2030	28 2031	29 2032	30 2033	31 2034	32 2035	33 2036	34 2037	35 2038	36 2039	37 2040	38 2041	39 2042	40 2043
ACRES																											
Land Acquisition Costs																											
Land Acquisition (Annual)																											
Local				2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366
(less) HANS/JPR Dedications				-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local				1,116	1,116	1,116	1,116	1,116	1,116	1,116	1,116	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366
State/Fed				1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433
Total				2,549	2,549	2,549	2,549	2,549	2,549	2,549	2,549	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799
Land Acquisition (Cumulative)																											
Local [1]				41,328	42,444	43,561	44,677	45,793	46,909	48,025	49,141	51,508	53,874	56,240	58,606	60,972	63,338	65,705	68,071	70,437	72,803	75,169	77,535	79,902	82,268	84,634	87,000
State/Fed				23,041	24,474	25,907	27,340	28,773	30,206	31,639	33,072	34,505	35,938	37,371	38,804	40,237	41,670	43,103	44,536	45,969	47,402	48,835	50,268	51,701	53,134	54,567	56,000
Local - HANS/JPR Dedications				1,250	2,500	3,750	5,000	6,250	7,500	8,750	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total				65,619	69,418	73,218	77,017	80,816	84,615	88,414	92,213	96,013	99,812	103,611	107,410	111,209	115,008	118,808	122,607	126,406	130,205	134,004	137,803	141,603	145,402	149,201	153,000
Management and Monitoring Costs																											
Reserve Summary	***Financial Responsibility***	Monitoring	Management																								
State/ Federal																											
PQP	RCA	State/ Fed		282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000
ARL	RCA	State		23,041	24,474	25,907	27,340	28,773	30,206	31,639	33,072	34,505	35,938	37,371	38,804	40,237	41,670	43,103	44,536	45,969	47,402	48,835	50,268	51,701	53,134	54,567	56,000
Total				305,041	306,474	307,907	309,340	310,773	312,206	313,639	315,072	316,505	317,938	319,371	320,804	322,237	323,670	325,103	326,536	327,969	329,402	330,835	332,268	333,701	335,134	336,567	338,000
Local																											
PQP	RCA	Non-RCA Local		65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
ARL	RCA	RCA		42,578	44,944	47,311	49,677	52,043	54,409	56,775	59,141	61,508	63,874	66,240	68,606	70,972	73,338	75,705	78,071	80,437	82,803	85,169	87,535	89,902	92,268	94,634	97,000
Total				107,578	109,944	112,311	114,677	117,043	119,409	121,775	124,141	126,508	128,874	131,240	133,606	135,972	138,338	140,705	143,071	145,437	147,803	150,169	152,535	154,902	157,268	159,634	162,000
Total Acres under RCA Management				42,578	44,944	47,311	49,677	52,043	54,409	56,775	59,141	61,508	63,874	66,240	68,606	70,972	73,338	75,705	78,071	80,437	82,803	85,169	87,535	89,902	92,268	94,634	97,000
Total Acres under RCA Monitoring				412,619	416,418	420,218	424,017	427,816	431,615	435,414	439,213	443,013	446,812	450,611	454,410	458,209	462,008	465,808	469,607	473,406	477,205	481,004	484,803	488,603	492,402	496,201	500,000
COSTS (all constant 2019 dollars)																											
Land Acquisition Costs																											
Local, ARL, Annual	$14,288	$/Acre		$15,947,780	$15,947,780	$15,947,780	$15,947,780	$15,947,780	$15,947,780	$15,947,780	$15,947,780	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771	$33,807,771
Land Transaction Costs	5%	of acquisition costs		$797,389	$797,389	$797,389	$797,389	$797,389	$797,389	$797,389	$797,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389	$1,690,389
Total, Land Acquisition Costs				$16,745,170	$16,745,170	$16,745,170	$16,745,170	$16,745,170	$16,745,170	$16,745,170	$16,745,170	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159	$35,498,159
Local, ARL, Cumulative				$16,745,170	$33,490,339	$50,235,509	$66,980,678	$83,725,848	$100,471,017	$117,216,187	$133,961,356	$169,459,515	$204,957,674	$240,455,833	$275,953,992	$311,452,152	$346,950,311	$382,448,470	$417,946,629	$453,444,788	$488,942,947	$524,441,106	$559,939,265	$595,437,424	$630,935,583	$666,433,743	$701,931,902
Management and Monitoring Costs																											
Management, Annual	$32.70	$/Acre		$1,392,378	$1,469,755	$1,547,133	$1,624,511	$1,701,888	$1,779,266	$1,856,643	$1,934,021	$2,011,399	$2,088,776	$2,166,154	$2,243,532	$2,320,909	$2,398,287	$2,475,664	$2,553,042	$2,630,420	$2,707,797	$2,785,175	$2,862,553	$2,939,930	$3,017,308	$3,094,685	$3,172,063
Management Cumulative				$1,392,378	$2,862,133	$4,409,266	$6,033,776	$7,735,664	$9,514,930	$11,371,574	$13,305,595	$15,316,993	$17,405,770	$19,571,923	$21,815,455	$24,136,364	$26,534,651	$29,010,315	$31,563,357	$34,193,777	$36,901,574	$39,686,749	$42,549,302	$45,489,232	$48,506,540	$51,601,225	$54,773,288
Monitoring, Annual	$3.01	$/Acre		$1,243,449	$1,254,898	$1,266,347	$1,277,796	$1,289,245	$1,300,694	$1,312,143	$1,323,592	$1,335,041	$1,346,490	$1,357,939	$1,369,388	$1,380,837	$1,392,286	$1,403,735	$1,415,184	$1,426,633	$1,438,082	$1,449,531	$1,460,980	$1,472,429	$1,483,878	$1,495,327	$1,506,776
Monitoring Cumulative				$1,243,449	$2,498,347	$3,764,694	$5,042,490	$6,331,735	$7,632,429	$8,944,572	$10,268,163	$11,603,204	$12,949,694	$14,307,633	$15,677,021	$17,057,857	$18,450,143	$19,853,878	$21,269,062	$22,695,694	$24,133,776	$25,583,307	$27,044,286	$28,516,715	$30,000,593	$31,495,919	$33,002,695
Endowment Costs																											
Net Endowment Funding, Annual				$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714
Net Endowment Funding, Cumulative				$6,541,714	$13,083,429	$19,625,143	$26,166,857	$32,708,572	$39,250,286	$45,792,000	$52,333,715	$58,875,429	$65,417,143	$71,958,858	$78,500,572	$85,042,286	$91,584,001	$98,125,715	$104,667,429	$111,209,144	$117,750,858	$124,292,572	$130,834,286	$137,376,001	$143,917,715	$150,459,429	$157,001,144
Administrative Costs [2]																											
RCA Staff Costs				$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495	$2,288,495
Professional Services				$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062	$1,466,062
Loan Repayment [3]				$1,000,000	$1,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other				$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254	$400,254
Total Annual Costs				$5,154,811	$5,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811	$4,154,811
Cumulative Costs				$5,154,811	$10,309,622	$14,464,433	$18,619,244	$22,774,055	$26,928,866	$31,083,677	$35,238,488	$39,393,299	$43,548,111	$47,702,922	$51,857,733	$56,012,544	$60,167,355	$64,322,166	$68,476,977	$72,631,788	$76,786,599	$80,941,410	$85,096,221	$89,251,032	$93,405,843	$97,560,654	$101,715,465
TOTAL ALL COSTS																											
TOTAL Annual				$31,077,521	$31,166,348	$30,255,175	$30,344,001	$30,432,828	$30,521,655	$30,610,481	$30,699,308	$49,541,124	$49,629,951	$49,718,777	$49,807,604	$49,896,430	$49,985,257	$50,074,084	$50,162,910	$50,251,737	$50,340,563	$50,429,390	$50,518,217	$50,607,043	$50,695,870	$50,784,697	$50,873,523
TOTAL Cumulative				$31,077,521	$62,243,870	$92,499,044	$122,843,046	$153,275,874	$183,797,528	$214,408,009	$245,107,317	$294,648,441	$344,278,392	$393,997,169	$443,804,773	$493,701,203	$543,686,460	$593,760,544	$643,923,454	$694,175,191	$744,515,754	$794,945,144	$845,463,361	$896,070,404	$946,766,274	$997,550,971	$1,048,424,494

1. All local land conserved to date, including all HANS dedications to date, are captured in the year 17 number.
2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
3. Annual administrative costs decrease in year 19 due to assumption that loan repayment is completed.

APPENDIX II:

Detailed Time Series of Endowment Funding

Annual Cost Estimate for Management and Monitoring, Constant 2019$

Cost Categories	Annual Cost by Last Year of Land Acquisition Period	Adjustment	Annual Post-Land Acquisition Cost
Ongoing Habitat Management	$3,172,063	100%	$3,172,063
Ongoing Habitat Monitoring	$1,506,776	100%	$1,506,776
Administration[1]	$4,154,811	50%	$2,077,406
Total	**$8,833,650**		**$6,756,244**

1. Adminsitration includes salaries and benefits, accounting, auditing and reporting, contracts, etc.. Assumes less administration is needed following the land acquisition period; ongoing adminsitrative needs include oversight, auditing and reporting, and board staffing.

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

Endowment Funding – No Extension Scenario

Item	1	2	3	4	5	6	7	8	9	Post-Permit
New Impact Acres (avg. annual)	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	
Average Per Acre Endowment Fee	$9,845	$9,845	$9,845	$9,845	$9,845	$9,845	$9,845	$9,845	$9,845	
Annual Endowment Funding	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	$22,168,105	
Endowment Balance	$22,168,105	$44,336,210	$67,169,359	$90,687,502	$114,911,189	$139,861,586	$165,560,496	$192,030,373	$219,294,346	
Annual Interest	$0	$665,043	$1,350,038	$2,055,582	$2,782,293	$3,530,804	$4,301,772	$5,095,868	$5,913,787	
Cumulative Interest Earnings	$0	$665,043	$2,015,081	$4,070,663	$6,852,955	$10,383,760	$14,685,531	$19,781,399	$25,695,187	
Total Endowment	$22,168,105	$45,001,254	$68,519,396	$92,743,083	$117,693,481	$143,392,391	$169,862,268	$197,126,241	$225,208,133	
Average Annual Post Permit Interest										$6,756,244

(1) Endowment fee set to ensure that, at the end of the permit term, the total endowment (Including endowment fee revenues and interest) are sufficient to provide annual interest revenues equal to the post-permit annual cost. The real interest rate is assumed to be 3 percent annually.

Assumptions	
20,265	impact acres developed
9	year plan
3%	interest rate (real, net)
$6,756,244	annual post-permit cost estimate
$9,845	Endowment Funding Per Acre of Conservation

Endowment Funding – 5 Year Extension Scenario

Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Post-Permit
New Impact Acres (avg. annual)	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	
Average Per Acre Endowment Fee	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	$5,854	
Annual Endowment Funding	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	$13,180,608	
Endowment Balance	$13,180,608	$26,361,215	$39,937,241	$53,920,547	$68,323,353	$83,158,243	$98,438,180	$114,176,514	$130,386,999	$147,083,799	$164,281,502	$181,995,136	$200,240,180	$219,032,574	
Annual Interest	$0	$395,418	$802,699	$1,222,198	$1,654,282	$2,099,329	$2,557,727	$3,029,877	$3,516,192	$4,017,096	$4,533,027	$5,064,436	$5,611,787	$6,175,559	
Cumulative Interest Earnings	$0	$395,418	$1,198,117	$2,420,315	$4,074,598	$6,173,927	$8,731,654	$11,761,531	$15,277,723	$19,294,819	$23,827,846	$28,892,281	$34,504,069	$40,679,628	
Total Endowment	$13,180,608	$26,756,633	$40,739,940	$55,142,746	$69,977,636	$85,257,572	$100,995,907	$117,206,392	$133,903,191	$151,100,894	$168,814,529	$187,059,572	$205,851,967	$225,208,133	
Average Annual Post Permit Interest															$6,756,244

(1) Endowment fee set to ensure that, at the end of the permit term, the total endowment (Including endowment fee revenues and interest) are sufficient to provide annual interest revenues equal to the post-permit annual cost. The real interest rate is assumed to be 3 percent annually.

Assumptions	
31,523	impact acres developed
14	year plan
3%	interest rate (real, net)
$6,756,244	annual post-permit cost estimate
$5,854	Endowment Funding Per Acre of Conservation

Endowment Funding – 10 Year Extension Scenario

Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Post-Permit
New Impact Acres (avg. annual)	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	
Average Per Acre Endowment Fee	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	$3,982	
Annual Endowment Funding	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	$8,966,410	
Endowment Balance	$8,966,410	$17,932,819	$27,168,221	$36,680,686	$46,478,524	$56,570,297	$66,964,823	$77,671,185	$88,698,738	$100,057,118	$111,756,249	$123,806,354	$136,217,962	$149,001,918	$162,169,393	$175,731,892	$189,701,266	$204,089,722	$218,909,831	
Annual Interest	$0	$268,992	$546,054	$831,428	$1,125,363	$1,428,117	$1,739,952	$2,061,143	$2,391,970	$2,732,721	$3,083,695	$3,445,198	$3,817,547	$4,201,065	$4,596,089	$5,002,964	$5,422,046	$5,853,699	$6,298,303	
Cumulative Interest Earnings	$0	$268,992	$815,047	$1,646,475	$2,771,838	$4,199,955	$5,939,907	$8,001,051	$10,393,020	$13,125,742	$16,209,437	$19,654,635	$23,472,182	$27,673,247	$32,269,336	$37,272,301	$42,694,347	$48,548,046	$54,846,349	
Total Endowment	$8,966,410	$18,201,812	$27,714,276	$37,512,114	$47,603,887	$57,998,413	$68,704,775	$79,732,328	$91,090,708	$102,789,839	$114,839,944	$127,251,552	$140,035,508	$153,202,983	$166,765,482	$180,734,856	$195,123,312	$209,943,421	$225,208,133	
Average Annual Post Permit Interest																				$6,756,244

(1) Endowment fee set to ensure that, at the end of the permit term, the total endowment (Including endowment fee revenues and interest) are sufficient to provide annual interest revenues equal to the post-permit annual cost. The real interest rate is assumed to be 3 percent annually.

Assumptions

42,782	impact acres developed
19	year plan
3%	interest rate (real, net)
$6,756,244	annual post-permit cost estimate
$3,982	Endowment Funding Per Acre of Conservation

Endowment Funding – 15 Year Extension Scenario

Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
New Impact Acres (avg. annual)	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252
Average Per Acre Endowment Fee	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905
Annual Endowment Funding	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714
Endowment Balance	$6,541,714	$13,083,429	$19,821,394	$26,761,499	$33,909,807	$41,272,564	$48,856,204	$56,667,353	$64,712,836	$72,999,684	$81,535,138	$90,326,655	$99,381,917	$108,708,838	$118,315,566
Annual Interest	$0	$196,251	$398,390	$606,594	$821,043	$1,041,925	$1,269,435	$1,503,769	$1,745,134	$1,993,739	$2,249,803	$2,513,548	$2,785,206	$3,065,014	$3,353,216
Cumulative Interest Earnings	$0	$196,251	$594,642	$1,201,235	$2,022,278	$3,064,204	$4,333,638	$5,837,407	$7,582,541	$9,576,280	$11,826,083	$14,339,631	$17,124,837	$20,189,851	$23,543,067
Total Endowment	$6,541,714	$13,279,680	$20,219,785	$27,368,093	$34,730,850	$42,314,490	$50,125,639	$58,171,122	$66,457,970	$74,993,424	$83,784,941	$92,840,203	$102,167,123	$111,773,852	$121,668,781
Average Annual Post Permit Interest															

16	17	18	19	20	21	22	23	24	Post-Permit
2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	
$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	$2,905	
$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	$6,541,714	
$128,210,496	$138,402,273	$148,899,805	$159,712,262	$170,849,092	$182,320,028	$194,135,092	$206,304,607	$218,839,209	
$3,650,063	$3,955,817	$4,270,743	$4,595,116	$4,929,221	$5,273,349	$5,627,801	$5,992,887	$6,368,925	
$27,193,130	$31,148,947	$35,419,689	$40,014,806	$44,944,027	$50,217,377	$55,845,178	$61,838,065	$68,206,990	
$131,860,559	$142,358,090	$153,170,547	$164,307,378	$175,778,314	$187,593,377	$199,762,893	$212,297,494	$225,208,133	
									$6,756,244

(1) Endowment fee set to ensure that, at the end of the permit term, the total endowment (Including endowment fee revenues and interest) are sufficient to provide annual interest revenues equal to the post-permit annual cost. The real interest rate is assumed to be 3 percent annually.

Assumptions	
54,040	impact acres developed
24	year plan
3%	interest rate (real, net)
$6,756,244	annual post-permit cost estimate
$2,905	Endowment Funding Per Acre of Conservation

Appendix G - TUMF 2016 Program Update Disposition of Network Change Requests

As part of the 2024 update of the TUMF Nexus Study, the list of proposed improvements to mitigate the cumulative regional impacts of new development in the TUMF Network Cost Estimate table included in the previously adopted Nexus Study was reviewed for accuracy. In particular, the Network Cost table was reviewed to ensure the included projects were consistent with the mitigation needs identified by the RivCoM future year no-build traffic conditions.

To assist in the review of the Network Cost Estimate table, participating local jurisdictions, private developers and the Riverside County Transportation Commission were asked to submit requests for changes to the TUMF Network. The various requests for network changes were subsequently reviewed for consistency with the program guidelines for inclusion on the TUMF Network and to determine if future traffic impacts would be sufficient to require mitigation primarily utilizing the RivCoM future no-build scenario outputs to quantify impacts as well as screening the various qualitative measures that have guided the TUMF Network development since program inception.

Based on the findings of the review of the entire TUMF network, elements of specific projects were revised to reflect only necessary network corrections, modifications to project assumptions and to incorporate a limited number of additional improvements. The preliminary results of the network review and the associated screening of specific requested projects was presented to the WRCOG Public Works Directors Committee (PWC) in August 2023. Updated screening results were presented to the PWC in February 2024 and the findings endorsed confirming the TUMF Network as the basis for the Draft 2024 Nexus Study that was subsequently presented to the PWC for review and comment in April 2024. A matrix summarizing the disposition of the specific project requests received as part of the 2024 TUMF Nexus Update is included as **Exhibit G-1** in this Appendix.

With the release of the Draft 2024 Nexus Update Study Report for a formal review period commencing on May 14, 2024, and ending on June 10, 2024, additional comments were provided to WRCOG staff by thirteen participating jurisdictions or other stakeholders. These comments were reviewed by WRCOG staff and responses were provided to each of the parties that submitted comments. The responses included several changes to the TUMF network to remedy typographical errors contained in the draft report, including misreporting in the number of existing lanes, project percent complete and interchange project type for approximately 10 TUMF network segments. The recommended network revisions were presented to the PWC on August 8, 2024, and are reflected in the TUMF network cost table included in **Exhibit H-1**.

EXHIBIT G-1
2024 TUMF Nexus Study Update - Network Addition Requests

Northwest Zone

City/ County	Street Name	From	To	Recommendation
Eastvale	Hellman	River Road	Walter	Add to network for continuity and mitigate future v/c deficiency
Eastvale	Hellman	Schleisman	Walter	Add to network for continuity and mitigate future v/c deficiency
Eastvale	Hellman	Cucamonga Creek	bridge	Add to network for continuity and mitigate future v/c deficiency
Eastvale	River Rd	Archibald	Hellman	Add to network for continuity and mitigate future v/c deficiency
Eastvale	Limonite ITS	city wide		Add to network for deficient links with no capacity increase
Eastvale	Hamner ITS	city wide		Add to networks for deficient links with no capacity increase
Eastvale	Schliesman ITS	city wide		Add to networks for deficient links with no capacity increase
Eastvale	Archibald ITS	city wide		Add to networks for deficient links with no capacity increase
Eastvale	Limonite	Cucamonga Creek	bridge	Bridge length increased to 500'
Riverside	3rd	Chicago	Iowa	Do not add - no V/C deficiency and interchange overcrossing reconstructed to 4 lanes in 2006-2007
Riverside	La Sierra ITS	SR-91	Victoria	Add to network for deficient links with no capacity increase
Riverside	Madison ITS	SR-91	Victoria	Add to network for deficient links with no capacity increase
Riverside	University ITS	Market St	Canyon Crest	Add to network for deficient links with no capacity increase
Riverside	Tyler ITS	California Ave	Indiana Ave	Do not add - no V/C deficiency
Riverside	Alessandro Blvd ITS	Fairview Ave	Meridian	Add to network for deficient links with no capacity increase
County	Markham St	Mockingbird Canyon	Wood Rd	Do not add - no regional connectivity or V/C deficiency

Central Zone

City/ County	Street Name	From	To	Recommendation
Menifee	Garbani	Haun	Antelope	Do not add - no future v/c deficiency
Menifee	Garbani	I-215	interchange	Add to network to mitigate future v/c deficiency
Menifee	Garbani	I-215	Menifee	Do not add - no future v/c deficiency
Menifee	Garbani	Menifee	Briggs	Do not add - no future v/c deficiency
Menifee	Holland	City Limits (West)	Murrieta	Do not add - no future v/c deficiency
Menifee	Holland	Murrieta	Bradley	Add to network for continuity and mitigate future v/c deficiency
Menifee	Holland	Bradley	Haun	Add to network for continuity and mitigate future v/c deficiency
Menifee	Holland	Antelope	Muenifee	Add to network for continuity and mitigate future v/c deficiency
Menifee	Scott	Haun	Menifee	Already on TUMF Network
Menifee	Scott	Menifee	Briggs	Already on TUMF Network
Menifee	Scott	Sunset	Murrieta	Already on TUMF Network
Menifee	Briggs	Simpson	Angler	Already on TUMF Network
Menifee	Briggs	Salt Creek	bridge	Already on TUMF Network
Perris	Ethanac	Bridge	San Jacinto River	Already on TUMF Network
Unincorporated	Grand Ave	Briggs Rd	SR-79	Do not add - no future v/c deficiency

San Jacinto Zone

City/ County	Street Name	From	To	Recommendation
Hemet	Stetson	Warren	0.85 Miles w/o Warren	Do not add - no regional connectivity or V/C deficiency
San Jacinto	7th St	Western Terminus	Warren Rd	Do not add - no future v/c deficiency
San Jacinto	7st St	Channel adjacent to Warren	bridge	Do not add - no future v/c deficiency

Pass Zone

City/ County	Street Name	From	To	Recommendation
Banning	Highland Springs	Cherry Valley	Oak Valley	Already on TUMF Network - no v/c deficiency
Banning	Cottonwood	I-10	interchange	Do not add - no connectivity to regional network
Banning	Wilson	Highland Springs	Highland Home	Already on TUMF Network - no v/c deficiency
Banning	Sun Lakes	Smith Creek	bridge	Segment already on TUMF Network - Bridge added

Southwest Zone

City/ County	Street Name	From	To	Recommendation
Lake Elsinore	Camino del Norte	Summerhill	Main	Do not add - no connectivity to regional network
Lake Elsinore	Summerhill	Railroad Canyon	Greenwald	Do not add - no regional connectivity or V/C deficiency
Lake Elsinore	Nichols	I-15	Lake	Already on TUMF Network
Wildomar	Inland Valley Dr	I-15	bridge	Do not add - no connectivity to regional network
Wildomar	Palomar	Starbuck	Washington	Already on TUMF Network
Wildomar	Bundy Canyon	I-15	City Limits (Sunset)	Already on TUMF Network
Murrieta	Orange Springs Parkway	Clinton Keith	Scott	Do not add - no regional connectivity or V/C deficiency
Murrieta	Calle del Oso Oro	Vineyard Pkwy	Washington	Do not add - no regional connectivity or V/C deficiency
Murrieta	Calle del Oso Oro	1500 w/o Vineyard Pkwy	bridge	Do not add - no regional connectivity or V/C deficiency
Murrieta	Adams	Murrieta Hot Springs/Hawthorne	Cherry	Do not add - no regional connectivity or V/C deficiency
Temecula	Ynez Road	Rancho California	Santiago	Do not add - no connectivity to regional network
Temecula	Ynez Road/DePortola Road	Santiago	Margarita	Do not add - no connectivity to regional network
Temecula	ITS	Major Arterials (Winchester, Rancho California, Butterfield Stage, Temecula Pkwy, Margarita, Jefferson	City limits	Add to network for deficient links with no capacity increase

Appendix H - TUMF Network Cost Estimate and Evaluation

For the purpose of calculating the "fair share" fee to be applied to new development under the TUMF program, a planning level cost estimate was developed to reflect the cost to complete improvements to the Regional System of Highways and Arterials to adequately accommodate future traffic growth. The planning level cost estimate was established by applying the unit cost values (presented in **Table 4.1**) to the proposed changes identified for the future Regional System of Highways and Arterials. The resultant cost value was tabulated for each unique segment of the network, by improvement type, based on the proposed list of improvements recommended following the review of the TUMF Network (as described in **Section 4.3, Appendix E** and **Appendix G**). A separate cost estimate was generated for regional transit improvements based on information provided by RTA and added to the summary table. The TUMF Network cost estimate table is summarized in **Table 4.4** of the Nexus Report. The detailed TUMF Network cost estimate table is included in this Appendix as **Exhibit H-1**. The detailed TUMF transit cost estimate table is included as **Table 4.5** of the Nexus Report.

Where existing obligated funding has previously been secured through traditional funding sources to complete necessary improvements to the TUMF Network, the cost of these improvements will not be recaptured from future developments through the TUMF program. As a result, the TUMF network cost was adjusted accordingly to reflect the availability of obligated funds.

WRCOG staff, in consultation with RCTC staff, reviewed the current Regional Transportation Improvement Program (RTIP) to identify transportation projects on the TUMF network that had previously secured alternate sources of funding. **Exhibit H-2** identifies those projects included on the TUMF Network having previously obligated funding.

To account for existing needs in the original TUMF Nexus Study, the cost for facilities identified as currently experiencing LOS E or F was adjusted by extracting the share of the cost to improve the portion of those facilities identified in the 2018 Baseline network scenario with a volume to capacity ratio of greater than 0.90, which is the threshold for LOS E. The adjustment to account for existing need as part of the TUMF Nexus Study provides for the mitigation of incremental traffic growth on those facilities with existing need.

The following approach was applied to account for incremental traffic growth associated with new development as part of the existing need methodology:

1. 1. Facilities with an existing need were identified by reviewing the RivCoM 2018 Baseline scenario assigned traffic on the 2021 existing network and delineating those facilities included on the TUMF Cost Fee Summary Table that have an average directional v/c exceeding 0.90.

    a. Weighted directional v/c values were used to determine existing need for network segments, which was calculated by:

i. Determining the length for the portion of each segment (model link), and calculating the ratio of link length to the overall segment length
ii. Generating the average directional v/c for each link, for both directions in AM and PM periods, and multiplying by link/segment length ratio
iii. Determining the maximum peak-period peak-direction v/c for each link, representing the highest directional v/c in either AM or PM
iv. Calculating weighted average v/c for each TUMF segment, based on the sum of all weighted max v/c values of each link within a segment

b. A similar method was used to determine existing need for spot improvements including interchanges, railroad crossings and bridges. However, no weighting was used in the calculation of existing need for spot improvements. For these facilities, the peak-period peak-direction v/c values (highest directional v/c in either AM or PM) were utilized in the existing need calculation. This was based on the individual link within a network segment where a bridge or railroad crossing is located, or on- and off-ramps in the case of interchanges.

2. Initial costs of addressing the existing need were calculated by estimating the share of a particular roadway segments "new lane" cost, or individual spot improvement cost (including all associated ROW and soft costs).

3. Incremental growth in v/c was determined by comparing the average directional base year v/c for the TUMF facilities (delineated under step one) with the horizon year v/c for the corresponding segments and spot improvements calculated based on the RivCoM 2045 No-Build scenario assigned traffic on the 2021 existing network using the same methodology as the base year v/c.

4. The proportion of the incremental growth attributable to new development was determined by dividing the result of step three with the total 2045 No-Build scenario v/c in excess of LOS E.

5. For those segments experiencing a net increase in v/c over the base year, TUMF will 'discount' the cost of existing need improvements by the proportion of the incremental v/c growth through 2045 No-Build compared to the 2018 Baseline v/c (up to a maximum of 100%).

Exhibit H-2 includes a detailed breakdown of the existing highway improvement needs on the TUMF network, including the associated unfunded improvement cost estimate for each segment experiencing unacceptable LOS.

For transit service improvements, the cost to provide for existing demand was determined by multiplying the total transit component cost by the share of future

projected daily bus transit ridership representing existing demand. **Exhibit H-3** reflects the calculation of the existing transit need share and the existing transit need cost.

To validate the effectiveness of the TUMF Network improvements to mitigate the cumulative regional transportation impacts of new development in Western Riverside County, the future TUMF Network was evaluated. The proposed improvements to the Regional System of Highways and Arterials were coded on the 2021 existing network derived from RivCoM and the model was run to determine the relative impacts on traffic conditions. To quantify the impacts of the TUMF Network improvements, the various traffic measures of effectiveness described in **Section 3.1** for the 2018 Baseline and 2045 No-Build scenarios were calculated for the 2045 TUMF Build network scenario. The results for VMT, VHT, VHD, and total VMT experiencing unacceptable level of service (LOS E) were then compared to the results presented in **Table 3.1** for the no-build conditions. The consolidated results are provided in **Table 4.6**.

EXHIBIT H-1 TUMF Network Detailed Cost Estimate

Updated: July 23, 2024

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	NETWORK	MILES	EXISTINGLN	FUTURELN	% COMPLETE	INCREASELN	MILES TOPO	LANDUSE	INTERCHG	BRIDGE	RRXING	ITS	NEWLNCOST	ROWCOST	INTCHGCOST	BRDGCOST	RRXCOST	ITSCOST	PLNG	ENG	CONTIG	TOTAL COST	MAXIMUM TUMF SHARE
Central		Menifee	Ethanac	Goetz	Murrieta	Backbone	0.99	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Ethanac	Murrieta	I-215	Backbone	0.90	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Ethanac	I-215	interchange	Backbone	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$32,698,000
Central		Menifee	Ethanac	Sherman	Matthews	Backbone	0.61	2	4	0%	1.23	1	3	0	0	0	0	$1,388,000	$601,000	$0	$0	$0	$0	$139,000	$347,000	$199,000	$2,674,000	$2,674,000
Central		Menifee	Ethanac	BNSF San Jacinto Branch	railroad crossing	Backbone	0.00	2	4	0%	0.00	1	3	0	0	1	0	$0	$0	$0	$0	$72,800,000	$0	$7,280,000	$18,200,000	$7,280,000	$105,560,000	$105,560,000
Central		Menifee	Menifee	SR-74 (Pinacate)	Simpson	Backbone	2.50	2	4	88%	0.60	1	3	0	0	0	0	$678,000	$294,000	$0	$0	$0	$0	$68,000	$170,000	$97,000	$1,307,000	$1,307,000
Central		Menifee	Menifee	Salt Creek	bridge	Backbone	0.00	2	4	0%	0.00	1	3	0	315	0	0	$0	$0	$0	$3,024,000	$0	$0	$302,000	$756,000	$302,000	$4,384,000	$4,384,000
Central		Menifee	Menifee	Simpson	Aldergate	Backbone	0.64	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Menifee	Aldergate	Newport	Backbone	0.98	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Menifee	Newport	Holland	Backbone	1.07	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Menifee	Holland	Garbani	Backbone	1.03	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Menifee	Garbani	Scott	Backbone	1.00	2	4	0%	2.00	1	3	0	0	0	0	$2,260,000	$978,000	$0	$0	$0	$0	$226,000	$565,000	$324,000	$4,353,000	$4,353,000
Central		Menifee	Menifee/Whitewood	Scott	Murrieta City Limit	Backbone	0.53	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Newport	Goetz	Murrieta	Backbone	1.81	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Newport	Murrieta	I-215	Backbone	1.99	4	6	87%	0.52	1	3	0	0	0	0	$586,000	$254,000	$0	$0	$0	$0	$59,000	$147,000	$84,000	$1,130,000	$1,130,000
Central		Menifee	Newport	I-215	Menifee	Backbone	1.02	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Newport	Menifee	Lindenberger	Backbone	0.77	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Newport	Lindenberger	SR-79 (Winchester)	Backbone	3.58	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Scott	I-215	Briggs	Backbone	1.98	4	6	0%	3.96	1	3	0	0	0	0	$4,483,000	$1,941,000	$0	$0	$0	$0	$448,000	$1,121,000	$642,000	$8,635,000	$8,635,000
Central		Menifee	Scott	I-215	interchange	Backbone	0.00	0	0	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Scott	Sunset	Murrieta	Backbone	1.01	2	4	0%	2.01	1	3	0	0	0	0	$2,278,000	$986,000	$0	$0	$0	$0	$228,000	$570,000	$326,000	$4,388,000	$4,388,000
Central		Menifee	Scott	Murrieta	I-215	Backbone	1.94	2	6	0%	7.77	1	3	0	0	0	0	$8,799,000	$3,809,000	$0	$0	$0	$0	$880,000	$2,200,000	$1,261,000	$16,949,000	$12,949,000
Central		Menifee	SR-74	Matthews	Briggs	Backbone	1.89	4	6	0%	3.79	1	3	0	0	0	0	$4,285,000	$1,855,000	$0	$0	$0	$0	$429,000	$1,071,000	$614,000	$8,254,000	$8,254,000
Central	Moreno Valley		Alessandro	I-215	Perris	Backbone	3.52	4	6	75%	1.76	1	2	0	0	0	0	$1,992,000	$9,574,000	$0	$0	$0	$0	$199,000	$498,000	$1,157,000	$13,420,000	$13,420,000
Central	Moreno Valley		Alessandro	Perris	Nason	Backbone	2.00	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Alessandro	Nason	Moreno Beach	Backbone	0.99	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Alessandro	Moreno Beach	Gilman Springs	Backbone	4.13	2	4	0%	8.26	1	3	0	0	0	0	$9,355,000	$4,049,000	$0	$0	$0	$0	$936,000	$2,339,000	$1,340,000	$18,019,000	$18,019,000
Central	Moreno Valley		Gilman Springs	SR-60	Alessandro	Backbone	1.67	2	4	0%	3.34	1	3	0	0	0	0	$3,785,000	$1,639,000	$0	$0	$0	$0	$379,000	$946,000	$542,000	$7,291,000	$7,291,000
Central	Moreno Valley		Gilman Springs	SR-60	interchange	Backbone	0.00	0	0	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Perris	Reche Vista	Ironwood	Backbone	2.09	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Perris	Ironwood	Sunnymead	Backbone	0.52	4	4	80%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Perris	SR-60	interchange	Backbone	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$11,192,000
Central	Moreno Valley		Perris	Sunnymead	Cactus	Backbone	2.00	4	4	25%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Perris	Cactus	Harley Knox	Backbone	3.64	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Reche Vista	Country	Heacock	Backbone	0.44	2	4	0%	0.88	2	2	0	0	0	0	$1,531,000	$4,787,000	$0	$0	$0	$0	$153,000	$383,000	$632,000	$7,486,000	$3,799,000
Central	Perris			11th/Case	Perris	Goetz	Backbone	0.30	2	4	0%	0.60	1	2	0	0	0	0	$680,000	$3,269,000	$0	$0	$0	$0	$68,000	$170,000	$395,000	$4,582,000	$4,582,000
Central	Perris			Case	Goetz	I-215	Backbone	2.36	2	4	42%	2.74	1	2	0	0	0	0	$3,099,000	$14,893,000	$0	$0	$0	$0	$310,000	$775,000	$1,799,000	$20,876,000	$20,876,000
Central	Perris			Case	San Jacinto River	bridge	Backbone	0.00	2	4	0%	0.00	1	2	0	125	0	0	$0	$0	$0	$1,200,000	$0	$0	$120,000	$300,000	$120,000	$1,740,000	$1,235,000
Central	Perris			Ethanac	Keystone	Goetz	Backbone	2.24	0	2	38%	2.78	1	3	0	0	0	0	$3,144,000	$1,361,000	$0	$0	$0	$0	$314,000	$786,000	$451,000	$6,056,000	$6,056,000
Central	Perris			Ethanac	San Jacinto River	bridge	Backbone	0.00	0	2	0%	0.00	1	3	0	400	0	0	$0	$0	$0	$3,840,000	$0	$0	$384,000	$960,000	$384,000	$5,568,000	$5,568,000
Central	Perris			Ethanac	I-215	Sherman	Backbone	0.35	2	4	0%	0.70	1	2	0	0	0	0	$789,000	$3,793,000	$0	$0	$0	$0	$79,000	$197,000	$458,000	$5,316,000	$5,316,000
Central	Perris			Goetz	Case	Ethanac	Backbone	2.16	2	4	84%	0.69	1	3	0	0	0	0	$782,000	$339,000	$0	$0	$0	$0	$78,000	$196,000	$112,000	$1,507,000	$999,000
Central	Perris			Goetz	San Jacinto River	bridge	Backbone	0.00	2	4	0%	0.00	1	3	0	400	0	0	$0	$0	$0	$3,840,000	$0	$0	$384,000	$960,000	$384,000	$5,568,000	$3,398,000
Central	Perris			Mid-County (Placentia)	I-215	Perris	Backbone	0.87	0	4	41%	2.05	1	2	0	0	0	0	$2,324,000	$11,169,000	$0	$0	$0	$0	$232,000	$581,000	$1,349,000	$15,655,000	$15,655,000
Central	Perris			Mid-County (Placentia)	I-215	interchange	Backbone	0.00	0	0	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Perris			Mid-County (Placentia)	Perris	Evans	Backbone	1.57	0	4	52%	3.01	1	2	0	0	0	0	$3,412,000	$16,398,000	$0	$0	$0	$0	$341,000	$853,000	$1,981,000	$22,985,000	$22,985,000
Central	Perris			Mid-County (Placentia)	Perris Valley Storm Channel	bridge	Backbone	0.00	0	4	0%	0.00	1	2	0	300	0	0	$0	$0	$0	$5,760,000	$0	$0	$576,000	$1,440,000	$576,000	$8,352,000	$8,352,000
Central	Perris			Perris	Harley Knox	Ramona	Backbone	1.00	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Perris			Perris	Ramona	Citrus	Backbone	2.49	4	6	35%	3.24	1	3	0	0	0	0	$3,667,000	$1,587,000	$0	$0	$0	$0	$367,000	$917,000	$525,000	$7,063,000	$7,063,000
Central	Perris			Perris	Citrus	Nuevo	Backbone	0.50	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Perris			Perris	Nuevo	11th	Backbone	1.75	2	4	74%	0.91	1	2	0	0	0	0	$1,028,000	$4,942,000	$0	$0	$0	$0	$103,000	$257,000	$597,000	$6,927,000	$6,927,000
Central	Perris			Perris	I-215 overcrossing	bridge	Backbone	0.00	4	4	0%	0.00	1	2	0	300	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Perris			Ramona	I-215	Perris	Backbone	1.44	4	6	77%	0.66	1	2	0	0	0	0	$748,000	$3,595,000	$0	$0	$0	$0	$75,000	$187,000	$434,000	$5,039,000	$5,039,000
Central	Perris			Ramona	I-215	interchange	Backbone	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$7,725,000
Central	Perris			Ramona	Perris	Evans	Backbone	1.00	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Perris			Ramona	Evans	Mid-County (2,800 ft E of Rider)	Backbone	2.62	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Perris			SR-74 (4th)	Ellis	I-215	Backbone	2.33	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Unincorporated		Ethanac	SR-74	Keystone	Backbone	1.07	0	2	0%	2.14	1	3	0	0	0	0	$2,422,000	$1,049,000	$0	$0	$0	$0	$242,000	$606,000	$347,000	$4,666,000	$4,666,000
Central	Unincorporated		Gilman Springs	Alessandro	Bridge Road	Backbone	5.00	2	4	0%	9.99	2	3	0	0	0	0	$17,389,000	$4,897,000	$0	$0	$0	$0	$1,739,000	$4,347,000	$2,229,000	$30,601,000	$30,601,000
Central	Unincorporated		Menifee	Nuevo	SR-74 (Pinacate)	Backbone	4.07	2	4	6%	7.65	1	3	0	0	0	0	$8,662,000	$3,749,000	$0	$0	$0	$0	$866,000	$2,166,000	$1,241,000	$16,684,000	$16,684,000
Central	Unincorporated		Mid-County	Evans	Ramona (2,800 ft E of Rider)	Backbone	0.77	0	4	0%	3.08	3	3	0	0	0	0	$7,238,000	$1,509,000	$0	$0	$0	$0	$724,000	$1,810,000	$875,000	$12,156,000	$12,156,000
Central	Unincorporated		Mid-County (Ramona)	Ramona (2,800 ft E of Rider)	Pico Avenue	Backbone	0.44	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Unincorporated		Mid-County (Ramona)	Pico Avenue	Bridge Road	Backbone	5.95	2	6	8%	21.91	1	3	0	0	0	0	$24,800,000	$10,735,000	$0	$0	$0	$0	$2,480,000	$6,200,000	$3,554,000	$47,769,000	$47,769,000
Central	Unincorporated		Mid-County (Ramona)	San Jacinto River	bridge	Backbone	0.00	2	6	0%	0.00	1	3	0	1,300	0	0	$0	$0	$0	$24,960,000	$0	$0	$2,496,000	$6,240,000	$2,496,000	$36,192,000	$36,192,000
Central	Unincorporated		Reche Canyon	San Bernardino County	Reche Vista	Backbone	3.35	2	2	0%	0.00	3	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Unincorporated		Reche Vista	Reche Canyon	Country	Backbone	1.22	2	2	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Unincorporated		Scott	Briggs	SR-79 (Winchester)	Backbone	3.04	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central	Unincorporated		SR-74	Ethanac	Ellis	Backbone	2.72	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Cajalco	I-15	Temescal Canyon	Backbone	0.50	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Cajalco	I-15	interchange	Backbone	0.00	0	0	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Foothill	Paseo Grande	Lincoln	Backbone	2.60	4	4	0%	0.00	3	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Foothill	Wardlow Wash	bridge	Backbone	0.00	4	4	0%	0.00	3	3	0	300	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Foothill	Lincoln	California	Backbone	2.81	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Foothill	California	I-15	Backbone	0.89	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Green River	SR-91	Dominguez Ranch	Backbone	0.52	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Green River	Dominguez Ranch	Palisades	Backbone	0.56	6	6	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Green River	Palisades	Paseo Grande	Backbone	2.01	4	4	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale		Schleisman	San Bernardino County	600' e/o Cucamonga Creek	Backbone	0.65	6	6	0%	0.00	1	2	0	0	0	1	$0	$0	$0	$0	$0	$446,000	$45,000	$112,000	$45,000	$648,000	$648,000
Northwest	Eastvale		Schleisman	Cucamonga Creek	bridge	Backbone	0.00	6	6	0%	0.00	1	2	0	200	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale		Schleisman	600' e/o Cucamonga Creek	Harrison	Backbone	0.87	6	6	0%	0.00	1	2	0	0	0	1	$0	$0	$0	$0	$0	$597,000	$60,000	$149,000	$60,000	$866,000	$866,000
Northwest	Eastvale		Schleisman	Harrison	Sumner	Backbone	0.49	4	4	0%	0.00	1	2	0	0	0	1	$0	$0	$0	$0	$0	$336,000	$34,000	$84,000	$34,000	$488,000	$488,000
Northwest	Eastvale		Schleisman	Sumner	Scholar	Backbone	0.50	2	4	0%	1.00	1	2	0	0	0	0	$1,132,000	$5,440,000	$0	$0	$0	$0	$113,000	$283,000	$657,000	$7,625,000	$7,625,000
Northwest	Eastvale		Schleisman	Scholar	A Street	Backbone	0.31	5	6	95%	0.02	1	2	0	0	0	0	$18,000	$84,000	$0	$0	$0	$0	$2,000	$5,000	$10,000	$119,000	$119,000
Northwest	Eastvale		Schleisman	A Street	Hamner	Backbone	0.27	4	6	95%	0.03	1	2	0	0	0	0	$31,000	$149,000	$0	$0	$0	$0	$3,000	$8,000	$18,000	$209,000	$209,000
Northwest	Jurupa Valley		Van Buren	SR-60	Bellegrave	Backbone	1.57	4	6	0%	3.14	1	2	0	0	0	0	$3,552,000	$17,071,000	$0	$0	$0	$0	$355,000	$888,000	$2,062,000	$23,928,000	$10,461,000
Northwest	Jurupa Valley		Van Buren	Bellegrave	Santa Ana River	Backbone	3.99	4	6	0%	7.99	1	2	0	0	0	0	$9,041,000	$43,446,000	$0	$0	$0	$0	$904,000	$2,260,000	$5,249,000	$60,900,000	$0
Northwest	Riverside		Alessandro	Arlington	Trautwein	Backbone	2.42	6	6	0%	0.00	2	2	0	0	0	1	$0	$0	$0	$0	$0	$1,662,000	$166,000	$416,000	$166,000	$2,410,000	$2,410,000
Northwest	Riverside		Arlington	La Sierra	Magnolia	Backbone	5.84	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside		Arlington	Magnolia	Alessandro	Backbone	2.73	4	6	0%	5.46	2	2	0	0	0	0	$9,504,000	$29,713,000	$0	$0	$0	$0	$950,000	$2,376,000	$3,922,000	$46,465,000	$46,465,000
Northwest	Riverside		Van Buren	Santa Ana River	SR-91	Backbone	3.81	4	6	91%	0.69	1	2	0	0	0	0	$776,000	$3,731,000	$0	$0	$0	$0	$78,000	$194,000	$451,000	$5,230,000	$4,392,000
Northwest	Riverside		Van Buren	SR-91	Mockingbird Canyon	Backbone	3.08	4	6	16%	5.18	1	2	0	0	0	0	$5,863,000	$28,174,000	$0	$0	$0	$0	$586,000	$1,466,000	$3,404,000	$39,493,000	$21,292,000
Northwest	Riverside		Van Buren	Wood	Trautwein	Backbone	0.43	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside		Van Buren	Trautwein	Orange Terrace	Backbone	1.27	5	6	22%	0.99	1	2	0	0	0	0	$1,124,000	$5,404,000	$0	$0	$0	$0	$112,000	$281,000	$653,000	$7,574,000	$7,574,000
Northwest	Unincorporated		Alessandro	Trautwein	Vista Grande	Backbone	1.22	6	6	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated		Alessandro	Vista Grande	I-215	Backbone	1.26	6	6	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated		Cajalco	El Sobrante	Harley John	Backbone	0.86	2	6	0%	3.46	2	3	0	0	0	0	$6,012,000	$1,693,000	$0	$0	$0	$0	$601,000	$1,503,000	$771,000	$10,580,000	$9,817,000
Northwest	Unincorporated		Cajalco	Harley John	Harvil	Backbone	5.81	2	6	6%	21.83	1	2	0	0	0	0	$24,716,000	$118,776,000	$0	$0	$0	$0	$2,472,000	$6,179,000	$14,349,000	$166,492,000	$166,492,000
Northwest	Unincorporated		Cajalco	Harvil	I-215	Backbone	0.28	4	6	0%	0.57	1	3	0	0	0	0	$643,000	$278,000	$0	$0	$0	$0	$64,000	$161,000	$92,000	$1,238,000	$1,238,000
Northwest	Unincorporated		Cajalco	Temescal Canyon	La Sierra	Backbone	3.21	2	6	2%	12.57	3	3	0	0	0	0	$29,533,000	$6,158,000	$0	$0	$0	$0	$2,953,000	$7,383,000	$3,569,000	$49,596,000	$35,953,000
Northwest	Unincorporated		Cajalco	Temescal Wash	bridge	Backbone	0.00	2	6	0%	0.00	3	3	0	175	0	0	$0	$0	$0	$3,360,000	$0	$0	$336,000	$840,000	$336,000	$4,872,000	$1,907,000
Northwest	Unincorporated		Cajalco	La Sierra	El Sobrante	Backbone	6.11	2	6	0%	24.44	3	3	0	0	0	0	$57,434,000	$11,976,000	$0	$0	$0	$0	$5,743,000	$14,359,000	$6,941,000	$96,453,000	$96,453,000
Northwest	Unincorporated		Van Buren	Mockingbird Canyon	Wood	Backbone	4.42	4	6	0%	8.84	1	2	0	0	0	0	$10,010,000	$48,104,000	$0	$0	$0	$0	$1,001,000	$2,503,000	$5,811,000	$67,429,000	$67,429,000
Northwest	Unincorporated		Van Buren	Orange Terrace	I-215	Backbone	1.89	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

EXHIBIT H-1 TUMF Network Detailed Cost Estimate

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	NETWORK	MILES	EXISTINGLN	FUTURELN	% COMPLETE	INCREASELN	MILES	TOPO	LANDUSE	INTERCHG	BRIDGE	RRXING	ITS	NEWLNCOST	ROWCOST	INTCHGCOST	BRDGCOST	RRXCOST	ITSCOST	PLNG	ENG	CONTIG	TOTAL COST	MAXIMUM TUMF SHARE
Pass		Banning	Highland Springs	Wilson (8th)	Sun Lakes	Backbone	0.76	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Highland Springs	I-10	interchange	Backbone	0.00	0	0	0%	0.00	1	2	2	0	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$32,516,000
Pass		Banning	Highland Springs	Oak Valley (14th)	Wilson (8th)	Backbone	0.73	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Highland Springs	Cherry Valley	Oak Valley (14th)	Backbone	1.53	2	2	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Banning	I-10 Bypass South	I-10	Morongo Trail (Apache Trail)	Backbone	3.29	0	2	0%	6.57	1	2	0	0	0	0	0	$7,439,000	$35,748,000	$0	$0	$0	$0	$744,000	$1,860,000	$4,319,000	$50,110,000	$50,110,000
Pass		Banning	I-10 Bypass South	I-10	interchange	Backbone	0.00	0	0	0%	0.00	1	2	2	0	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$63,061,000
Pass		Banning	I-10 Bypass South	San Gorgonio	bridge	Backbone	0.00	0	2	0%	0.00	1	2	0	300	0	0	0	$0	$0	$0	$2,880,000	$0	$0	$288,000	$720,000	$288,000	$4,176,000	$4,176,000
Pass		Banning	I-10 Bypass South	UP/Hargrave	railroad crossing	Backbone	0.00	0	2	0%	0.00	1	2	0	0	1	0	0	$0	$0	$0	$0	$36,400,000	$0	$3,640,000	$9,100,000	$3,640,000	$52,780,000	$52,780,000
Pass		Beaumont	Beaumont	Oak Valley (14th)	I-10	Backbone	1.37	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Potrero	Oak Valley (San Timoteo Can	SR-60	Backbone	0.72	2	4	65%	0.50	1	3	0	0	0	0	0	$571,000	$247,000	$0	$0	$0	$0	$57,000	$143,000	$82,000	$1,100,000	$1,100,000
Pass		Beaumont	Potrero	SR-60	interchange	Backbone	0.00	0	0	0%	0.00	1	3	2	0	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$29,561,000
Pass		Beaumont	Potrero	UP	railroad crossing	Backbone	0.00	4	4	0%	0.00	1	3	0	0	2	0	0	$0	$0	$0	$0	$27,600,000	$0	$2,760,000	$6,900,000	$2,760,000	$40,020,000	$40,020,000
Pass		Beaumont	Potrero	Noble Creek	bridge	Backbone	0.00	4	4	0%	0.00	1	3	0	500	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Potrero	SR-60	4th	Backbone	0.45	4	4	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	SR-79 (Beaumont)	I-10	California	Backbone	1.15	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	SR-79 (Beaumont)	I-10	interchange	Backbone	0.00	0	0	0%	0.00	1	2	2	0	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$7,408,000
Pass		Calimesa	Cherry Valley	I-10	interchange	Backbone	0.00	0	0	0%	0.00	1	3	2	0	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$59,773,000
Pass		Calimesa	Cherry Valley	Roberts St	Roberts Rd	Backbone	0.70	2	4	0%	1.40	1	3	0	0	0	0	0	$1,585,000	$686,000	$0	$0	$0	$0	$159,000	$396,000	$227,000	$3,053,000	$3,053,000
Pass		Unincorporated	Cherry Valley	Bellflower	Noble	Backbone	1.47	0	2	0%	2.94	1	3	0	0	0	0	0	$3,328,000	$1,441,000	$0	$0	$0	$0	$333,000	$832,000	$477,000	$6,411,000	$6,411,000
Pass		Unincorporated	Cherry Valley	Highland Springs	Bellflower	Backbone	0.44	2	2	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Unincorporated	Cherry Valley	Noble	Roberts St	Backbone	3.25	2	2	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Unincorporated	Cherry Valley	San Timoteo Wash	bridge	Backbone	0.00	2	2	0%	0.00	1	3	0	300	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass		Unincorporated	SR-79 (Lamb Canyon)	California	Gilman Springs	Backbone	5.23	4	4	0%	0.00	2	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet		Domenigoni	Warren	Sanderson	Backbone	1.77	4	6	0%	3.54	1	3	0	0	0	0	0	$4,011,000	$1,736,000	$0	$0	$0	$0	$401,000	$1,003,000	$575,000	$7,726,000	$7,726,000
San Jacinto	Hemet		Domenigoni	Sanderson	State	Backbone	2.14	4	4	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet		SR-74	Winchester	Warren	Backbone	2.59	4	6	11%	4.62	1	2	0	0	0	0	0	$5,227,000	$25,117,000	$0	$0	$0	$0	$523,000	$1,307,000	$3,034,000	$35,208,000	$35,208,000
San Jacinto	San Jacinto		Mid-County (Ramona)	Warren	Sanderson	Backbone	1.73	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto		Mid-County (Ramona)	Sanderson/SR-79 (Hemet Bypa	interchange	Backbone	0.00	0	0	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto		Ramona	Sanderson	State	Backbone	2.39	6	6	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto		Ramona	State	Main	Backbone	2.66	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto		Ramona	Main	Cedar	Backbone	2.40	0	4	57%	4.13	1	2	0	0	0	0	0	$4,679,000	$22,485,000	$0	$0	$0	$0	$468,000	$1,170,000	$2,716,000	$31,518,000	$26,928,000
San Jacinto	San Jacinto		Ramona	Cedar	SR-74	Backbone	1.10	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Unincorporated		Domenigoni	SR-79 (Winchester)	Warren	Backbone	3.10	4	6	0%	6.20	1	3	0	0	0	0	0	$7,013,000	$3,036,000	$0	$0	$0	$0	$701,000	$1,753,000	$1,005,000	$13,508,000	$13,508,000
San Jacinto	Unincorporated		Domenigoni	San Diego Aqueduct	bridge	Backbone	0.00	4	6	0%	0.00	1	3	0	300	0	0	0	$0	$0	$0	$2,880,000	$0	$0	$288,000	$720,000	$288,000	$4,176,000	$4,176,000
San Jacinto	Unincorporated		Gilman Springs	Bridge	Sanderson	Backbone	2.95	2	2	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Unincorporated		Mid-County (Ramona)	Bridge	Warren	Backbone	2.35	2	4	10%	4.23	1	3	0	0	0	0	0	$4,787,000	$2,072,000	$0	$0	$0	$0	$479,000	$1,197,000	$686,000	$9,221,000	$9,221,000
San Jacinto	Unincorporated		SR-74	Briggs	SR-79 (Winchester)	Backbone	3.54	4	6	0%	7.07	1	3	0	0	0	0	0	$8,004,000	$3,465,000	$0	$0	$0	$0	$800,000	$2,001,000	$1,147,000	$15,417,000	$15,417,000
San Jacinto	Unincorporated		SR-79 (Hemet Bypass)	SR-74 (Florida)	Domenigoni	Backbone	3.22	0	2	1%	6.38	1	3	0	0	0	0	0	$7,217,000	$3,124,000	$0	$0	$0	$0	$722,000	$1,804,000	$1,034,000	$13,901,000	$13,901,000
San Jacinto	Unincorporated		SR-79 (Hemet Bypass)	San Diego Aqueduct	bridge	Backbone	0.00	0	2	0%	0.00	1	3	0	300	0	0	0	$0	$0	$0	$2,880,000	$0	$0	$288,000	$720,000	$288,000	$4,176,000	$4,176,000
San Jacinto	Unincorporated		SR-79 (Hemet Bypass)	Domenigoni	Winchester	Backbone	1.50	0	2	0%	3.00	1	3	0	0	0	0	0	$3,396,000	$1,470,000	$0	$0	$0	$0	$340,000	$849,000	$487,000	$6,542,000	$6,542,000
San Jacinto	Unincorporated		SR-79 (San Jacinto Bypass)	Mid-County (Ramona)	SR-74 (Florida)	Backbone	6.50	0	4	0%	26.00	1	3	0	0	0	0	0	$29,432,000	$12,740,000	$0	$0	$0	$0	$2,943,000	$7,358,000	$4,217,000	$56,690,000	$56,690,000
San Jacinto	Unincorporated		SR-79 (Sanderson)	Gilman Springs	Ramona	Backbone	1.58	4	6	0%	3.16	1	3	0	0	0	0	0	$3,582,000	$1,550,000	$0	$0	$0	$0	$358,000	$896,000	$513,000	$6,899,000	$2,555,000
San Jacinto	Unincorporated		SR-79 (Sanderson)	San Jacinto River	bridge	Backbone	0.00	4	6	0%	0.00	1	3	0	1,400	0	0	0	$0	$0	$0	$13,440,000	$0	$0	$1,344,000	$3,360,000	$1,344,000	$19,488,000	$7,651,000
San Jacinto	Unincorporated		SR-79 (Winchester)	Domenigoni	Keller	Backbone	4.90	4	6	13%	8.53	1	2	0	0	0	0	0	$9,653,000	$46,387,000	$0	$0	$0	$0	$965,000	$2,413,000	$5,604,000	$65,022,000	$65,022,000
Southwest	Canyon Lake		Goetz	Railroad Canyon	Newport	Backbone	0.50	4	4	0%	0.00	2	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Canyon Lake		Railroad Canyon	Canyon Hills	Goetz	Backbone	1.95	6	6	0%	0.00	2	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore		Railroad Canyon	I-15	Canyon Hills	Backbone	2.36	6	6	50%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore		Railroad Canyon	I-15	interchange	Backbone	0.00	0	0	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore		SR-74	I-15	interchange	Backbone	0.00	0	0	0%	0.00	1	3	2	0	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$24,162,000
Southwest	Murrieta		Clinton Keith	Copper Craft	Toulon	Backbone	1.31	6	6	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta		Clinton Keith	Toulon	I-215	Backbone	0.90	4	6	47%	0.95	1	3	0	0	0	0	0	$1,078,000	$466,000	$0	$0	$0	$0	$108,000	$270,000	$154,000	$2,076,000	$2,076,000
Southwest	Murrieta		Clinton Keith	I-215	Whitewood	Backbone	0.75	6	6	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta		French Valley (Date)	Murrieta Hot Springs	Winchester Creek	Backbone	0.24	0	4	0%	0.96	1	2	0	0	0	0	0	$1,087,000	$5,222,000	$0	$0	$0	$0	$109,000	$272,000	$631,000	$7,321,000	$7,321,000
Southwest	Murrieta		French Valley (Date)	Winchester Creek	Margarita	Backbone	0.61	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta		Whitewood	Menifee City Limit	Keller	Backbone	0.55	4	4	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta		Whitewood	Keller	Clinton Keith	Backbone	2.00	4	4	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula		French Valley (Cherry)	Jefferson	Diaz	Backbone	0.56	0	2	54%	0.52	1	2	0	0	0	0	0	$583,000	$2,803,000	$0	$0	$0	$0	$58,000	$146,000	$339,000	$3,929,000	$3,929,000
Southwest	Temecula		French Valley (Cherry)	Murrieta Creek	bridge	Backbone	0.00	0	2	0%	0.00	1	2	0	420	0	0	0	$0	$0	$0	$4,032,000	$0	$0	$403,000	$1,008,000	$403,000	$5,846,000	$5,846,000
Southwest	Temecula		French Valley (Date)	Margarita	Ynez	Backbone	0.91	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula		French Valley (Date)	Ynez	Jefferson	Backbone	0.73	0	2	55%	0.66	1	2	0	0	0	0	0	$744,000	$3,574,000	$0	$0	$0	$0	$74,000	$186,000	$432,000	$5,010,000	$5,010,000
Southwest	Temecula		French Valley (Date)	I-15	interchange	Backbone	0.00	0	0	0%	0.00	1	2	1	0	0	0	0	$0	$0	$84,190,000	$0	$0	$0	$8,419,000	$21,048,000	$8,419,000	$122,076,000	$122,076,000
Southwest	Temecula		SR-79 (Winchester)	Murrieta Hot Springs	Jefferson	Backbone	2.71	6	6	0%	0.00	1	1	0	0	0	0	1	$0	$0	$0	$0	$0	$1,860,000	$186,000	$465,000	$186,000	$2,697,000	$2,697,000
Southwest	Temecula		SR-79 (Winchester)	I-15	interchange	Backbone	0.00	0	0	0%	0.00	1	1	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula		Western Bypass (Diaz)	Cherry	Rancho California	Backbone	2.14	0	2	93%	0.30	1	2	0	0	0	0	0	$339,000	$1,630,000	$0	$0	$0	$0	$34,000	$85,000	$197,000	$2,285,000	$2,285,000
Southwest	Temecula		Western Bypass (Vincent Moro	Rancho California	SR-79 (Front)	Backbone	1.48	0	2	15%	2.52	3	2	0	0	0	0	0	$5,913,000	$13,687,000	$0	$0	$0	$0	$591,000	$1,478,000	$1,960,000	$23,629,000	$23,629,000
Southwest	Temecula		Western Bypass (Vincent Moro	I-15	interchange	Backbone	0.00	0	0	0%	0.00	3	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula		Western Bypass (Vincent Moro	Murrieta Creek	bridge	Backbone	0.00	0	2	0%	0.00	3	2	0	300	0	0	0	$0	$0	$0	$2,880,000	$0	$0	$288,000	$720,000	$288,000	$4,176,000	$4,176,000
Southwest	Unincorporated		Benton	SR-79	Eastern Bypass	Backbone	2.40	2	2	0%	0.00	1	3	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporated		Clinton Keith	Whitewood	SR-79	Backbone	2.54	0	4	75%	2.54	1	3	0	0	0	0	0	$2,875,000	$1,245,000	$0	$0	$0	$0	$288,000	$719,000	$412,000	$5,539,000	$5,539,000
Southwest	Unincorporated		Clinton Keith	Warm Springs Creek	bridge	Backbone	0.00	4	4	0%	0.00	1	3	0	1,200	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporated		SR-74	I-15	Ethanac	Backbone	4.97	4	6	9%	9.05	2	3	0	0	0	0	0	$15,740,000	$4,433,000	$0	$0	$0	$0	$1,574,000	$3,935,000	$2,017,000	$27,699,000	$26,347,000
Southwest	Unincorporated		SR-79 (Winchester)	Keller	Thompson	Backbone	2.47	4	6	9%	4.49	1	2	0	0	0	0	0	$5,079,000	$24,407,000	$0	$0	$0	$0	$508,000	$1,270,000	$2,949,000	$34,213,000	$34,213,000
Southwest	Unincorporated		SR-79 (Winchester)	Thompson	La Alba	Backbone	1.82	4	6	0%	3.63	1	2	0	0	0	0	0	$4,112,000	$19,761,000	$0	$0	$0	$0	$411,000	$1,028,000	$2,387,000	$27,699,000	$27,699,000
Southwest	Unincorporated		SR-79 (Winchester)	La Alba	Hunter	Backbone	0.51	4	6	0%	1.03	1	2	0	0	0	0	0	$1,166,000	$5,602,000	$0	$0	$0	$0	$117,000	$292,000	$677,000	$7,854,000	$3,042,000
Southwest	Unincorporated		SR-79 (Winchester)	Hunter	Murrieta Hot Springs	Backbone	1.14	4	6	88%	0.27	1	3	0	0	0	0	0	$309,000	$134,000	$0	$0	$0	$0	$31,000	$77,000	$44,000	$595,000	$442,000
Southwest	Wildomar		Bundy Canyon	I-15	Monte Vista	Backbone	0.22	4	6	0%	0.44	2	3	0	0	0	0	0	$774,000	$218,000	$0	$0	$0	$0	$77,000	$194,000	$99,000	$1,362,000	$1,362,000
Southwest	Wildomar		Bundy Canyon	Monte Vista	Sunset	Backbone	3.14	2	4	0%	6.29	3	3	0	0	0	0	0	$14,778,000	$3,081,000	$0	$0	$0	$0	$1,478,000	$3,695,000	$1,786,000	$24,818,000	$24,818,000
Southwest	Wildomar		Bundy Canyon	I-15	interchange	Backbone	0.00	0	0	0%	0.00	2	3	3	0	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$24,613,000
Southwest	Wildomar		Clinton Keith	Palomar	I-15	Backbone	0.55	4	4	0%	0.00	1	2	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Wildomar		Clinton Keith	I-15	Copper Craft	Backbone	1.96	2	4	58%	1.64	2	3	0	0	0	0	0	$2,858,000	$805,000	$0	$0	$0	$0	$286,000	$715,000	$366,000	$5,030,000	$0
Subtotal						Backbone	269.95				318.02			11	8,835	3	7.14		$438,352,000	$682,621,000	$435,330,000	$74,976,000	$136,800,000	$4,901,000	$109,037,000	$272,606,000	$177,298,000	$2,331,921,000	$1,961,707,000

EXHIBIT H-1 TUMF Network Detailed Cost Estimate

Updated: July 23, 2024

AREA PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	NETWORK	MILES	EXISTINGLN	FUTURELN	% COMPLETE	INCREASELN MILES	TOPO	LANDUSE	INTERCHG	BRIDGE	RRXING	ITS	NEWLNCOST	ROWCOST	INTCHGCOST	BRDGCOST	RRXCOST	ITSCOST	PLNG	ENG	CONTIG	TOTAL COST	MAXIMUM TUMF SHARE
Central		Menifee	Briggs	Newport	Scott	Secondary	3.05	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Briggs	SR-74 (Pinacate)	Simpson	Secondary	2.54	2	4	73%	1.37	1	3	0	0	0	0	$1,553,000	$672,000	$0	$0	$0	$0	$155,000	$388,000	$223,000	$2,991,000	$2,991,000
Central		Menifee	Briggs	Simpson	Old Newport	Secondary	1.50	0	2	17%	2.49	1	3	0	0	0	0	$2,819,000	$1,220,000	$0	$0	$0	$0	$282,000	$705,000	$404,000	$5,430,000	$5,430,000
Central		Menifee	Briggs	Salt Creek	bridge	Secondary	0.00	0	2	0%	0.00	1	3	0	600	0	0	$0	$0	$0	$5,760,000	$0	$0	$576,000	$1,440,000	$576,000	$8,352,000	$8,352,000
Central		Menifee	Garbani	I-215	interchange	Secondary	0.00	0	0	0%	0.00	1	3	2	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$42,483,000
Central		Menifee	Goetz	Juanita	Lesser Lane	Secondary	2.61	2	4	0%	5.22	1	3	0	0	0	0	$5,907,000	$2,557,000	$0	$0	$0	$0	$591,000	$1,477,000	$846,000	$11,378,000	$11,378,000
Central		Menifee	Goetz	Newport	Juanita	Secondary	1.36	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Holland	Murrieta	Bradley	Secondary	1.03	2	4	0%	2.06	1	2	0	0	0	0	$2,332,000	$11,206,000	$0	$0	$0	$0	$233,000	$583,000	$1,354,000	$15,708,000	$15,708,000
Central		Menifee	Holland	Bradley	Haun	Secondary	0.75	2	4	0%	1.50	1	2	0	0	0	0	$1,698,000	$8,160,000	$0	$0	$0	$0	$170,000	$425,000	$986,000	$11,439,000	$11,439,000
Central		Menifee	Holland	Haun	Antelope	Secondary	0.31	0	4	0%	1.24	1	2	0	0	0	0	$1,404,000	$6,746,000	$0	$0	$0	$0	$140,000	$351,000	$815,000	$9,456,000	$9,456,000
Central		Menifee	Holland	I-215 overcrossing	bridge	Secondary	0.00	0	4	0%	0.00	1	2	0	350	0	0	$0	$0	$0	$6,720,000	$0	$0	$672,000	$1,680,000	$672,000	$9,744,000	$9,744,000
Central		Menifee	Holland	Antelope	Menifee	Secondary	0.70	2	4	64%	0.50	1	2	0	0	0	0	$571,000	$2,742,000	$0	$0	$0	$0	$57,000	$143,000	$331,000	$3,844,000	$3,844,000
Central		Menifee	McCall	I-215	Aspel	Secondary	1.23	4	6	0%	2.46	1	3	0	0	0	0	$2,780,000	$1,203,000	$0	$0	$0	$0	$278,000	$695,000	$398,000	$5,354,000	$5,354,000
Central		Menifee	McCall	I-215	interchange	Secondary	0.00	0	0	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	McCall	Aspel	Menifee	Secondary	0.95	2	4	45%	1.05	1	3	0	0	0	0	$1,188,000	$514,000	$0	$0	$0	$0	$119,000	$297,000	$170,000	$2,288,000	$2,288,000
Central		Menifee	Murrieta	Ethanac	McCall	Secondary	1.95	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Menifee	Murrieta	McCall	Newport	Secondary	2.03	2	4	10%	3.65	1	3	0	0	0	0	$4,136,000	$1,790,000	$0	$0	$0	$0	$414,000	$1,034,000	$593,000	$7,967,000	$7,967,000
Central		Menifee	Murrieta	Newport	Bundy Canyon	Secondary	3.00	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Cactus	I-215	Heacock	Secondary	2.17	4	6	83%	0.74	1	2	0	0	0	0	$834,000	$4,007,000	$0	$0	$0	$0	$83,000	$209,000	$484,000	$5,617,000	$5,617,000
Central		Moreno Valley	Cactus	I-215	interchange	Secondary	0.00	0	0	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Day	Ironwood	SR-60	Secondary	0.28	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Day	SR-60	interchange	Secondary	0.00	0	0	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Day	SR-60	Eucalyptus	Secondary	0.77	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Eucalyptus	I-215	Towngate	Secondary	1.00	4	6	42%	1.16	1	2	0	0	0	0	$1,313,000	$6,309,000	$0	$0	$0	$0	$131,000	$328,000	$762,000	$8,843,000	$8,843,000
Central		Moreno Valley	Eucalyptus	Towngate	Frederick	Secondary	0.67	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Eucalyptus	Frederick	Heacock	Secondary	1.01	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Eucalyptus	Heacock	Kitching	Secondary	1.01	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Eucalyptus	Kitching	Moreno Beach	Secondary	2.42	4	4	98%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Eucalyptus	Moreno Beach	Theodore	Secondary	2.28	4	4	47%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Frederick	SR-60	Alessandro	Secondary	1.63	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Heacock	Cactus	San Michele	Secondary	2.79	4	4	77%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Heacock	Reche Vista	Cactus	Secondary	4.73	4	4	92%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Heacock	San Michele	Harley Knox	Secondary	0.74	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Ironwood	SR-60	Day	Secondary	1.33	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Ironwood	Day	Heacock	Secondary	2.01	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Lasselle	Alessandro	John F Kennedy	Secondary	1.00	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Lasselle	John F Kennedy	Oleander	Secondary	3.16	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Moreno Beach	Reche Canyon	SR-60	Secondary	1.23	2	4	0%	2.47	1	2	0	0	0	0	$2,790,000	$13,410,000	$0	$0	$0	$0	$279,000	$698,000	$1,620,000	$18,797,000	$18,797,000
Central		Moreno Valley	Moreno Beach	SR-60 overcrossing	bridge	Secondary	0.00	4	4	0%	0.00	1	2	0	250	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Nason	SR-60	Alessandro	Secondary	1.51	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Pigeon Pass	Ironwood	SR-60	Secondary	0.40	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Pigeon Pass/CETAP Corridor	Hidden Springs	Ironwood	Secondary	2.66	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Reche Canyon	Moreno Valley City Limit	Locust	Secondary	0.35	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Moreno Valley	Redlands	Locust	Alessandro	Secondary	2.75	2	4	5%	5.22	1	2	0	0	0	0	$5,907,000	$28,385,000	$0	$0	$0	$0	$591,000	$1,477,000	$3,429,000	$39,789,000	$39,789,000
Central		Moreno Valley	Redlands	SR-60	interchange	Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$32,698,000
Central		Moreno Valley	Theodore	SR-60	Eucalyptus	Secondary	0.26	2	4	0%	0.52	1	2	0	0	0	0	$589,000	$2,829,000	$0	$0	$0	$0	$59,000	$147,000	$342,000	$3,966,000	$3,966,000
Central		Moreno Valley	Theodore	SR-60	interchange	Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$32,698,000
Central		Perris	Ellis	Goetz	Evans	Secondary	1.27	0	4	14%	4.37	1	3	0	0	0	0	$4,945,000	$2,141,000	$0	$0	$0	$0	$495,000	$1,236,000	$709,000	$9,526,000	$9,526,000
Central		Perris	Evans	Oleander	Ramona	Secondary	1.00	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	Evans	Ramona	Morgan	Secondary	0.59	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	Evans	Morgan	Rider	Secondary	0.50	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	Evans	Rider	Placentia	Secondary	0.56	2	2	79%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	Evans	Placentia	Nuevo	Secondary	1.52	0	4	51%	2.98	1	3	0	0	0	0	$3,370,000	$1,459,000	$0	$0	$0	$0	$337,000	$843,000	$483,000	$6,492,000	$6,492,000
Central		Perris	Evans	Nuevo	Ellis	Secondary	2.03	0	4	0%	8.12	1	3	0	0	0	0	$9,192,000	$3,979,000	$0	$0	$0	$0	$919,000	$2,298,000	$1,317,000	$17,705,000	$17,705,000
Central		Perris	Evans	San Jacinto River	bridge	Secondary	0.00	0	4	0%	0.00	1	3	0	400	0	0	$0	$0	$0	$7,680,000	$0	$0	$768,000	$1,920,000	$768,000	$11,136,000	$11,136,000
Central		Perris	Evans	I-215	bridge	Secondary	0.00	0	4	0%	0.00	1	3	0	300	0	0	$0	$0	$0	$5,760,000	$0	$0	$576,000	$1,440,000	$576,000	$8,352,000	$8,352,000
Central		Perris	Goetz	Lesser	Ethanac	Secondary	2.04	2	4	12%	3.60	1	3	0	0	0	0	$4,073,000	$1,763,000	$0	$0	$0	$0	$407,000	$1,018,000	$584,000	$7,845,000	$7,845,000
Central		Perris	Harley Knox	I-215	Indian	Secondary	1.53	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	Harley Knox	Indian	Perris	Secondary	0.50	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	Harley Knox	Perris	Redlands	Secondary	0.50	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	Nuevo	I-215	Murrieta	Secondary	1.36	4	6	18%	2.23	1	2	0	0	0	0	$2,519,000	$12,107,000	$0	$0	$0	$0	$252,000	$630,000	$1,463,000	$16,971,000	$16,971,000
Central		Perris	Nuevo	I-215	interchange	Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$19,736,000
Central		Perris	Nuevo	Murrieta	Dunlap	Secondary	1.00	2	4	0%	2.00	1	3	0	0	0	0	$2,267,000	$981,000	$0	$0	$0	$0	$227,000	$567,000	$325,000	$4,367,000	$4,367,000
Central		Perris	Nuevo	Perris Valley Storm Channel	bridge	Secondary	0.00	4	4	0%	0.00	1	3	0	300	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	SR-74 (Matthews)	I-215	Ethanac	Secondary	1.25	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Perris	SR-74 (Matthews)	I-215	interchange	Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$21,835,000
Central		Unincorporated	Center (Main)	I-215	Mt Vernon	Secondary	1.66	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Unincorporated	Center (Main)	I-215	interchange	Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$11,912,000
Central		Unincorporated	Center (Main)	BNSF	railroad crossing	Secondary	0.00	2	2	0%	0.00	1	2	0	0	2	0	$0	$0	$0	$0	$13,800,000	$0	$1,380,000	$3,450,000	$1,380,000	$20,010,000	$20,010,000
Central		Unincorporated	Ellis	Post	SR-74	Secondary	2.65	2	4	0%	5.30	1	3	0	0	0	0	$5,996,000	$2,596,000	$0	$0	$0	$0	$600,000	$1,499,000	$859,000	$11,550,000	$11,550,000
Central		Unincorporated	Mount Vernon/CETAP Corridor	Center	Pigeon Pass	Secondary	0.61	2	4	46%	0.65	3	3	0	0	0	0	$1,537,000	$321,000	$0	$0	$0	$0	$154,000	$384,000	$186,000	$2,582,000	$2,582,000
Central		Unincorporated	Nuevo	Dunlap	Menifee	Secondary	2.00	2	4	0%	4.01	1	3	0	0	0	0	$4,536,000	$1,963,000	$0	$0	$0	$0	$454,000	$1,134,000	$650,000	$8,737,000	$2,505,000
Central		Unincorporated	Nuevo	San Jacinto River	bridge	Secondary	0.00	2	4	0%	0.00	1	3	0	400	0	0	$0	$0	$0	$3,840,000	$0	$0	$384,000	$960,000	$384,000	$5,568,000	$5,568,000
Central		Unincorporated	Pigeon Pass/CETAP Corridor	Hidden Springs	Mount Vernon	Secondary	3.95	0	2	74%	2.05	3	3	0	0	0	0	$4,827,000	$1,006,000	$0	$0	$0	$0	$483,000	$1,207,000	$583,000	$8,106,000	$8,106,000
Central		Unincorporated	Post	Santa Rosa Mine	Ellis	Secondary	0.44	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Unincorporated	Reche Canyon	Reche Vista	Moreno Valley City Limit	Secondary	3.20	0	0	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Central		Unincorporated	Redlands	San Timoteo Canyon	Locust	Secondary	2.54	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	6th	SR-91	Magnolia	Secondary	4.50	4	4	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Auto Center	Railroad	SR-91	Secondary	0.48	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Cajalco	Bedford Canyon	I-15	Secondary	0.15	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Hidden Valley	Norco Hills	McKinley	Secondary	0.59	4	4	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Lincoln	Parkridge	Ontario	Secondary	3.20	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Magnolia	6th	Sherborn	Secondary	0.46	4	6	0%	0.92	1	2	0	0	0	0	$1,047,000	$5,032,000	$0	$0	$0	$0	$105,000	$262,000	$608,000	$7,054,000	$6,419,000
Northwest		Corona	Magnolia	Temescal Creek	bridge	Secondary	0.00	4	6	0%	0.00	1	2	0	300	0	0	$0	$0	$0	$2,880,000	$0	$0	$288,000	$720,000	$288,000	$4,176,000	$3,580,000
Northwest		Corona	Magnolia	Sherborn	Rimpau	Secondary	0.53	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Magnolia	Rimpau	Ontario	Secondary	1.17	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Main	Grand	Ontario	Secondary	0.88	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Main	Ontario	Foothill	Secondary	0.89	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Main	Hidden Valley	Parkridge	Secondary	0.35	4	6	0%	0.70	1	2	0	0	0	0	$789,000	$3,791,000	$0	$0	$0	$0	$79,000	$197,000	$458,000	$5,314,000	$4,389,000
Northwest		Corona	Main	Parkridge	SR-91	Secondary	0.91	6	6	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Main	SR-91	S. Grand	Secondary	0.81	4	4	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	McKinley	Hidden Valley	Promenade	Secondary	0.40	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	McKinley	Promenade	SR-91	Secondary	0.33	6	6	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	McKinley	SR-91	Magnolia	Secondary	0.31	4	4	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	McKinley	Arlington Channel	bridge	Secondary	0.00	6	6	0%	0.00	1	1	0	100	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	McKinley	BNSF	railroad crossing	Secondary	0.00	4	4	0%	0.00	1	1	0	0	1	0	$0	$0	$0	$0	$72,800,000	$0	$7,280,000	$18,200,000	$7,280,000	$105,560,000	$0
Northwest		Corona	Ontario	I-15	El Cerrito	Secondary	0.88	4	6	0%	1.76	1	2	0	0	0	0	$1,997,000	$9,596,000	$0	$0	$0	$0	$200,000	$499,000	$1,159,000	$13,451,000	$13,451,000
Northwest		Corona	Ontario	Lincoln	Buena Vista	Secondary	0.32	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Ontario	Buena Vista	Main	Secondary	0.65	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Ontario	Main	Kellogg	Secondary	0.78	6	6	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Ontario	Kellogg	Fullerton	Secondary	0.32	6	6	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Ontario	Fullerton	Rimpau	Secondary	0.42	6	6	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Ontario	Rimpau	I-15	Secondary	0.67	6	6	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Railroad	Auto Club	Buena Vista	Secondary	2.45	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Railroad	BNSF	railroad crossing	Secondary	0.00	4	4	0%	0.00	1	2	0	0	2	0	$0	$0	$0	$0	$27,600,000	$0	$2,760,000	$6,900,000	$2,760,000	$40,020,000	$40,020,000
Northwest		Corona	Railroad	Buena Vista	Main (at Grand)	Secondary	0.58	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	River	Corydon	Main	Secondary	2.28	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest		Corona	Serfas Club	SR-91	Green River	Secondary	0.96	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

EXHIBIT H-1 TUMF Network Detailed Cost Estimate

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	NETWORK	MILES	EXISTINGLN	FUTURELN	% COMPLETE	INCREASELN MILES	TOPO	LANDUSE	INTERCHG	BRIDGE	RRXING	ITS	NEWLNCOST	ROWCOST	INTCHGCOST	BRDGCOST	RRXCOST	ITSCOST	PLNG	ENG	CONTIG	TOTAL COST	MAXIMUM TUMF SHARE
Northwest	Eastvale	Archibald	Remington	River		Secondary	3.40	4	4	82%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$2,333,000	$233,000	$583,000	$233,000	$3,382,000	$3,382,000
Northwest	Eastvale	Hamner	Mission	Bellegrave		Secondary	3.03	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Hamner	Bellegrave	Amberhill		Secondary	0.20	6	6	0%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$137,000	$14,000	$34,000	$14,000	$199,000	$199,000
Northwest	Eastvale	Hamner	Amberhill	Limonite		Secondary	0.71	2	6	55%	1.28	1	3	0	0	0	0	$1,447,000	$626,000	$0	$0	$0	$0	$145,000	$362,000	$207,000	$2,787,000	$2,787,000
Northwest	Eastvale	Hamner	Limonite	Schleisman		Secondary	1.00	6	6	0%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$684,000	$68,000	$171,000	$68,000	$991,000	$991,000
Northwest	Eastvale	Hamner	Schleisman	Santa Ana River		Secondary	0.82	2	6	23%	2.54	1	3	0	0	0	0	$2,873,000	$1,243,000	$0	$0	$0	$0	$287,000	$718,000	$412,000	$5,533,000	$3,675,000
Northwest	Eastvale	Hellman	Schleisman	Walters		Secondary	0.55	2	4	90%	0.06	1	2	0	0	0	0	$62,000	$299,000	$0	$0	$0	$0	$6,000	$16,000	$36,000	$419,000	$419,000
Northwest	Eastvale	Hellman	Walters	Archibald		Secondary	1.41	2	4	0%	2.82	1	2	0	0	0	0	$3,192,000	$15,341,000	$0	$0	$0	$0	$319,000	$798,000	$1,853,000	$21,503,000	$21,503,000
Northwest	Eastvale	Hellman	Cucamonga Creek	bridge		Secondary	0.00	2	4	0%	0.00	1	2	0	275	0	0	$0	$0	$0	$2,640,000	$0	$0	$264,000	$660,000	$264,000	$3,828,000	$3,828,000
Northwest	Eastvale	Limonite	I-15	Eastvale Gateway		Secondary	0.29	6	6	0%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$199,000	$20,000	$50,000	$20,000	$289,000	$289,000
Northwest	Eastvale	Limonite	I-15	interchange		Secondary	0.00	0	0	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Limonite	Eastvale Gateway	Hamner		Secondary	0.26	6	6	0%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$175,000	$18,000	$44,000	$18,000	$255,000	$255,000
Northwest	Eastvale	Limonite	Hamner	Sumner		Secondary	1.00	4	6	75%	0.50	1	3	0	0	0	0	$568,000	$246,000	$0	$0	$0	$0	$57,000	$142,000	$81,000	$1,094,000	$1,094,000
Northwest	Eastvale	Limonite	Sumner	Harrison		Secondary	0.50	6	6	0%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$343,000	$34,000	$86,000	$34,000	$497,000	$497,000
Northwest	Eastvale	Limonite	Harrison	Archibald		Secondary	0.49	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Limonite	Archibald	Hellman (Keller SBD Co.)		Secondary	1.15	0	4	78%	1.01	1	3	0	0	0	0	$1,146,000	$496,000	$0	$0	$0	$0	$115,000	$287,000	$164,000	$2,208,000	$2,208,000
Northwest	Eastvale	Limonite	Cucamonga Creek	bridge		Secondary	0.00	0	4	0%	0.00	1	3	0	500	0	0	$0	$0	$0	$9,600,000	$0	$0	$960,000	$2,400,000	$960,000	$13,920,000	$0
Northwest	Eastvale	River	Hellman	Archibald		Secondary	0.75	2	4	48%	0.78	1	2	0	0	0	0	$883,000	$4,243,000	$0	$0	$0	$0	$88,000	$221,000	$513,000	$5,948,000	$5,948,000
Northwest	Jurupa Valley	Armstrong	San Bernardino County	Valley		Secondary	1.53	2	4	34%	2.02	2	3	0	0	0	0	$3,518,000	$991,000	$0	$0	$0	$0	$352,000	$880,000	$451,000	$6,192,000	$6,192,000
Northwest	Jurupa Valley	Bellegrave	Cantu-Galleano Ranch	Van Buren		Secondary	0.29	2	4	63%	0.21	1	3	0	0	0	0	$241,000	$104,000	$0	$0	$0	$0	$24,000	$60,000	$35,000	$464,000	$464,000
Northwest	Jurupa Valley	Cantu-Galleano Ranch	Wineville	Bellegrave		Secondary	1.82	0	2	90%	0.36	1	3	0	0	0	0	$412,000	$178,000	$0	$0	$0	$0	$41,000	$103,000	$59,000	$793,000	$793,000
Northwest	Jurupa Valley	Etiwanda	Philadelphia	SR-60		Secondary	1.05	4	6	67%	0.69	1	3	0	0	0	0	$786,000	$340,000	$0	$0	$0	$0	$79,000	$197,000	$113,000	$1,515,000	$989,000
Northwest	Jurupa Valley	Etiwanda	SR-60	Limonite		Secondary	2.95	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Limonite	I-15	Wineville		Secondary	0.47	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Limonite	Wineville	Etiwanda		Secondary	0.99	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Limonite	Etiwanda	Van Buren		Secondary	2.73	2	4	75%	1.37	1	3	0	0	0	0	$1,547,000	$670,000	$0	$0	$0	$0	$155,000	$387,000	$222,000	$2,981,000	$2,981,000
Northwest	Jurupa Valley	Limonite	Van Buren	Clay		Secondary	0.79	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Limonite	Clay	Riverview		Secondary	2.45	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Market	Rubidoux	Santa Ana River		Secondary	1.19	2	4	0%	2.38	1	3	0	0	0	0	$2,690,000	$1,164,000	$0	$0	$0	$0	$269,000	$673,000	$385,000	$5,181,000	$0
Northwest	Jurupa Valley	Market	Santa Ana River	bridge		Secondary	0.00	2	4	0%	0.00	1	3	0	1,000	0	0	$0	$0	$0	$9,600,000	$0	$0	$960,000	$2,400,000	$960,000	$13,920,000	$6,204,000
Northwest	Jurupa Valley	Mission	Milliken	SR-60		Secondary	2.10	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Mission	SR-60	Santa Ana River		Secondary	7.24	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Riverview	Limonite	Mission		Secondary	0.95	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Rubidoux	Pine	Mission		Secondary	2.90	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Rubidoux	SR-60	interchange		Secondary	0.00	0	0	0%	0.00	2	3	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$9,051,000
Northwest	Jurupa Valley	Valley	Armstrong	Mission		Secondary	0.48	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	1st	Parkridge	Mountain		Secondary	0.26	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	1st	Mountain	Hamner		Secondary	0.26	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	2nd	River	I-15		Secondary	1.39	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	6th	Hamner	California		Secondary	1.71	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	6th	I-15	interchange		Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$3,489,000
Northwest	Norco	Arlington	Crestview	Fairhaven		Secondary	1.00	2	4	0%	1.99	1	3	0	0	0	0	$2,254,000	$976,000	$0	$0	$0	$0	$225,000	$564,000	$323,000	$4,342,000	$4,342,000
Northwest	Norco	California	Arlington	6th		Secondary	1.05	2	4	5%	2.00	1	2	0	0	0	0	$2,262,000	$10,870,000	$0	$0	$0	$0	$226,000	$566,000	$1,313,000	$15,237,000	$12,525,000
Northwest	Norco	Corydon	River	5th		Secondary	1.46	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	Hamner	Santa Ana River	bridge		Secondary	0.00	2	6	0%	0.00	1	3	0	1,200	0	0	$0	$0	$0	$23,040,000	$0	$0	$2,304,000	$5,760,000	$2,304,000	$33,408,000	$11,455,000
Northwest	Norco	Hamner	Santa Ana River	Hidden Valley		Secondary	3.25	4	6	0%	6.50	1	2	0	0	0	0	$7,362,000	$35,378,000	$0	$0	$0	$0	$736,000	$1,841,000	$4,274,000	$49,591,000	$49,591,000
Northwest	Norco	Hidden Valley	I-15	Norco Hills		Secondary	1.46	4	4	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	Hidden Valley	Hamner	I-15		Secondary	0.19	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	Norco	Corydon	Hamner		Secondary	1.20	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	North	California	Crestview		Secondary	0.25	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	River	Archibald	Corydon		Secondary	1.14	2	4	90%	0.23	1	2	0	0	0	0	$259,000	$1,243,000	$0	$0	$0	$0	$26,000	$65,000	$150,000	$1,743,000	$1,109,000
Northwest	Riverside	14th	Market	Martin Luther King		Secondary	0.89	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	1st	Market	Main		Secondary	0.08	2	2	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	3rd	SR-91	I-215		Secondary	1.34	3	4	81%	0.25	1	2	0	0	0	0	$288,000	$1,385,000	$0	$0	$0	$0	$29,000	$72,000	$167,000	$1,941,000	$1,941,000
Northwest	Riverside	3rd	BNSF	railroad crossing		Secondary	0.00	4	4	0%	0.00	1	2	0	0	1	0	$0	$0	$0	$0	$72,800,000	$0	$7,280,000	$18,200,000	$7,280,000	$105,560,000	$30,560,000
Northwest	Riverside	Adams	Arlington	SR-91		Secondary	1.56	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Adams	SR-91	Lincoln		Secondary	0.54	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Adams	SR-91	interchange		Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$3,262,000
Northwest	Riverside	Arlington	Fairhaven	La Sierra		Secondary	0.61	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Buena Vista	Santa Ana River	Redwood		Secondary	0.30	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Canyon Crest	Martin Luther King	Central		Secondary	0.95	4	4	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Canyon Crest	Central	Country Club		Secondary	0.59	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Canyon Crest	Country Club	Via Vista		Secondary	0.93	2	4	12%	1.63	2	3	0	0	0	0	$2,839,000	$799,000	$0	$0	$0	$0	$284,000	$710,000	$364,000	$4,996,000	$1,593,000
Northwest	Riverside	Canyon Crest	Via Vista	Alessandro		Secondary	0.68	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Central	Chicago	I-215/SR-60		Secondary	2.22	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Central	SR-91	Magnolia		Secondary	0.73	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Central	Alessandro	SR-91		Secondary	2.09	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Central	Van Buren	Magnolia		Secondary	3.53	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Chicago	Alessandro	Spruce		Secondary	3.43	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Chicago	Spruce	Columbia		Secondary	0.75	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Columbia	Main	Iowa		Secondary	1.09	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Columbia	I-215	interchange		Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$9,050,000
Northwest	Riverside	Iowa	Center	3rd		Secondary	2.26	4	6	12%	3.97	1	2	0	0	0	0	$4,494,000	$21,596,000	$0	$0	$0	$0	$449,000	$1,124,000	$2,609,000	$30,272,000	$30,272,000
Northwest	Riverside	Iowa	3rd	University		Secondary	0.51	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Iowa	University	Martin Luther King		Secondary	0.51	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	JFK	Trautwein	Wood		Secondary	0.48	2	4	10%	0.86	1	3	0	0	0	0	$976,000	$422,000	$0	$0	$0	$0	$98,000	$244,000	$140,000	$1,880,000	$1,880,000
Northwest	Riverside	La Sierra	Arlington	SR-91		Secondary	3.56	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	La Sierra	SR-91	Indiana		Secondary	0.19	6	6	0%	0.00	1	2	0	0	0	1	$0	$0	$0	$0	$0	$133,000	$13,000	$33,000	$13,000	$192,000	$192,000
Northwest	Riverside	La Sierra	Indiana	Victoria		Secondary	0.78	4	4	0%	0.00	1	2	0	0	0	1	$0	$0	$0	$0	$0	$536,000	$54,000	$134,000	$54,000	$778,000	$778,000
Northwest	Riverside	Lemon (NB One way)	Mission Inn	University		Secondary	0.08	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Lincoln	Van Buren	Jefferson		Secondary	2.00	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Lincoln	Jefferson	Washington		Secondary	1.00	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Lincoln	Washington	Victoria		Secondary	1.43	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Madison	SR-91	Victoria		Secondary	0.86	2	2	0%	0.00	1	2	0	0	0	1	$0	$0	$0	$0	$0	$588,000	$59,000	$147,000	$59,000	$853,000	$853,000
Northwest	Riverside	Madison	BNSF	railroad crossing		Secondary	0.00	2	2	0%	0.00	1	2	0	0	2	0	$0	$0	$0	$0	$13,800,000	$0	$1,380,000	$3,450,000	$1,380,000	$20,010,000	$20,010,000
Northwest	Riverside	Magnolia	BNSF Railroad	Tyler		Secondary	2.70	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Magnolia	BNSF	railroad crossing		Secondary	0.00	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Magnolia	Tyler	Harrison		Secondary	0.65	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Magnolia	Harrison	14th		Secondary	5.98	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Main	1st	San Bernardino County		Secondary	2.19	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Market	14th	Santa Ana River		Secondary	2.59	2	4	76%	1.24	1	2	0	0	0	0	$1,409,000	$6,771,000	$0	$0	$0	$0	$141,000	$352,000	$818,000	$9,491,000	$9,491,000
Northwest	Riverside	Martin Luther King	14th	I-215/SR-60		Secondary	2.22	4	6	29%	3.15	1	2	0	0	0	0	$3,567,000	$17,144,000	$0	$0	$0	$0	$357,000	$892,000	$2,071,000	$24,031,000	$24,031,000
Northwest	Riverside	Mission Inn	Redwood	Lemon		Secondary	0.79	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Redwood (SB One way)	Mission Inn	University		Secondary	0.08	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Trautwein	Alessandro	Van Buren		Secondary	2.19	4	4	0%	0.00	2	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Tyler	SR-91	Magnolia		Secondary	0.43	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Tyler	SR-91	interchange		Secondary	0.00	0	0	0%	0.00	1	2	2	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$21,814,000
Northwest	Riverside	Tyler	Magnolia	Hole		Secondary	0.27	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Tyler	Hole	Wells		Secondary	1.06	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Tyler	Wells	Arlington		Secondary	1.35	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	University	Redwood	SR-91		Secondary	0.86	4	4	0%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$593,000	$59,000	$148,000	$59,000	$859,000	$859,000
Northwest	Riverside	University	SR-91	I-215/SR-60		Secondary	2.08	4	4	0%	0.00	2	2	0	0	0	1	$0	$0	$0	$0	$0	$1,425,000	$143,000	$356,000	$143,000	$2,067,000	$2,067,000
Northwest	Riverside	Victoria	Lincoln	Arlington		Secondary	0.16	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Victoria	Madison	Washington		Secondary	0.52	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Washington	Victoria	Hermosa		Secondary	2.06	2	4	14%	3.54	1	2	0	0	0	0	$4,011,000	$19,274,000	$0	$0	$0	$0	$401,000	$1,003,000	$2,329,000	$27,018,000	$27,018,000
Northwest	Riverside	Wood	JFK	Van Buren		Secondary	0.70	2	4	0%	1.40	1	3	0	0	0	0	$1,585,000	$686,000	$0	$0	$0	$0	$159,000	$396,000	$227,000	$3,053,000	$3,053,000
Northwest	Riverside	Wood	Van Buren	Bergamont		Secondary	0.11	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Wood	Bergamont	Krameria		Secondary	0.39	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

EXHIBIT H-1 TUMF Network Detailed Cost Estimate

Updated: July 23, 2024

AREA PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	NETWORK	MILES	EXISTINGLN	FUTURELN	% COMPLETE	INCREASELN MILES	TOPO	LANDUSE	INTERCHG	BRIDGE	RRXING	ITS	NEWLNCOST	ROWCOST	INTCHGCOST	BRDGCOST	RRXCOST	ITSCOST	PLNG	ENG	CONTIG	TOTAL COST	MAXIMUM TUMF SHARE
Northwest	Unincorporated	Cantu-Galleano Ranch	Hamner	Wineville	Secondary	0.94	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Dos Lagos (Weirick)	Temescal Canyon	I-15	Secondary	0.17	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	El Cerrito	I-15	Ontario	Secondary	0.56	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	El Sobrante	Mockingbird Canyon	Cajalco	Secondary	1.05	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Harley John	Washington	Scottsdale	Secondary	0.12	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Harley John	Scottsdale	Cajalco	Secondary	1.19	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	La Sierra	Victoria	El Sobrante	Secondary	2.23	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Temescal	El Sobrante	Cajalco	Secondary	2.36	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Mockingbird Canyon	Van Buren	El Sobrante	Secondary	3.41	2	4	0%	6.82	2	3	0	0	0	0	$11,860,000	$3,340,000	$0	$0	$0	$0	$1,186,000	$2,965,000	$1,520,000	$20,871,000	$20,871,000
Northwest	Unincorporated	Temescal Canyon	El Cerrito	Tuscany	Secondary	0.65	2	4	20%	1.03	2	3	0	0	0	0	$1,800,000	$507,000	$0	$0	$0	$0	$180,000	$450,000	$231,000	$3,168,000	$0
Northwest	Unincorporated	Temescal Canyon	Tuscany	Dos Lagos	Secondary	0.91	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Temescal Canyon	Dos Lagos	Leroy	Secondary	1.10	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Temescal Canyon	Leroy	Dawson Canyon	Secondary	1.89	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Temescal Canyon	Dawson Canyon	I-15	Secondary	0.49	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Temescal Canyon	I-15	interchange	Secondary	0.00	0	0	0%	0.00	2	3	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$32,698,000
Northwest	Unincorporated	Temescal Canyon	I-15	Park Canyon	Secondary	2.02	2	4	10%	3.63	3	3	0	0	0	0	$8,533,000	$1,779,000	$0	$0	$0	$0	$853,000	$2,133,000	$1,031,000	$14,329,000	$14,329,000
Northwest	Unincorporated	Temescal Canyon	Park Canyon	Indian Truck Trail	Secondary	2.55	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporated	Washington	Hermosa	Harley John	Secondary	3.96	2	4	26%	5.86	1	3	0	0	0	0	$6,638,000	$2,874,000	$0	$0	$0	$0	$664,000	$1,660,000	$951,000	$12,787,000	$12,787,000
Northwest	Unincorporated	Wood	Krameria	Cajalco	Secondary	2.99	2	4	4%	5.75	1	3	0	0	0	0	$6,509,000	$2,817,000	$0	$0	$0	$0	$651,000	$1,627,000	$933,000	$12,537,000	$12,537,000
Pass	Banning	8th	Wilson	I-10	Secondary	0.54	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Lincoln	Sunset	SR-243	Secondary	2.01	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Ramsey	I-10	8th	Secondary	1.70	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Ramsey	8th	Highland Springs	Secondary	3.55	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Banning	SR-243	I-10	Wesley	Secondary	0.62	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Sun Lakes	Highland Home	Sunset	Secondary	1.00	0	4	0%	4.00	1	2	0	0	0	0	$4,528,000	$21,760,000	$0	$0	$0	$0	$453,000	$1,132,000	$2,629,000	$30,502,000	$30,502,000
Pass	Banning	Sun Lakes	Smith Creek	bridge	Secondary	0.00	0	4	0%	0.00	1	2	0	300	0	0	$0	$0	$0	$5,760,000	$0	$0	$576,000	$1,440,000	$576,000	$8,352,000	$8,352,000
Pass	Banning	Sun Lakes	Montgomery Creek	bridge	Secondary	0.00	0	4	0%	0.00	1	2	0	200	0	0	$0	$0	$0	$3,840,000	$0	$0	$384,000	$960,000	$384,000	$5,568,000	$5,568,000
Pass	Banning	Sun Lakes	Highland Springs	Highland Home	Secondary	1.33	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Sunset	Ramsey	Lincoln	Secondary	0.28	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Sunset	I-10	interchange	Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$32,698,000
Pass	Banning	Wilson	Highland Home	8th	Secondary	2.51	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Wilson	Highland Springs	Highland Home	Secondary	1.01	4	4	100%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	1st	Viele	Pennsylvania	Secondary	1.28	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	1st	Pennsylvania	Highland Springs	Secondary	1.10	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	6th	I-10	Highland Springs	Secondary	2.24	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Desert Lawn	Champions	Oak Valley (STC)	Secondary	0.99	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Oak Valley (14th)	Highland Springs	Pennsylvania	Secondary	1.13	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Oak Valley (14th)	Pennsylvania	Oak View	Secondary	1.40	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Oak Valley (14th)	Oak View	I-10	Secondary	0.65	4	4	50%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Oak Valley (14th)	I-10	interchange	Secondary	0.00	0	0	0%	0.00	1	2	2	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$62,401,000
Pass	Beaumont	Oak Valley (STC)	UP Railroad	Tukwet Canyon	Secondary	2.94	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Oak Valley (STC)	Tukwet Canyon	I-10	Secondary	2.58	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Pennsylvania	6th	1st	Secondary	0.53	2	4	18%	0.86	1	2	0	0	0	0	$978,000	$4,699,000	$0	$0	$0	$0	$98,000	$245,000	$568,000	$6,588,000	$6,588,000
Pass	Beaumont	Pennsylvania	I-10	interchange	Secondary	0.00	0	0	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Calimesa	Bryant	County Line	Avenue L	Secondary	0.38	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Calimesa	Calimesa	County Line	I-10	Secondary	0.80	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Calimesa	Calimesa	I-10	interchange	Secondary	0.00	0	0	0%	0.00	1	2	2	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$63,061,000
Pass	Calimesa	County Line	7th	Bryant	Secondary	1.83	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Calimesa	County Line	I-10	interchange	Secondary	0.00	0	0	0%	0.00	1	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$32,698,000
Pass	Calimesa	Desert Lawn	Palmer	Champions	Secondary	1.42	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Calimesa	Singleton	Avenue L	Condit	Secondary	1.86	4	4	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Calimesa	Singleton	Condit	Roberts	Secondary	0.85	2	4	0%	1.70	1	2	0	0	0	0	$1,926,000	$9,253,000	$0	$0	$0	$0	$193,000	$482,000	$1,118,000	$12,972,000	$12,972,000
Pass	Calimesa	Singleton	I-10	interchange	Secondary	0.00	0	0	0%	0.00	1	2	2	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$0
Pass	Calimesa	Tukwet Canyon	Roberts Rd	Palmer	Secondary	0.25	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Unincorporated	Live Oak Canyon	Oak Valley (STC)	San Bernardino County	Secondary	2.81	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Unincorporated	San Timoteo Canyon	San Bernardino County	UP Railroad	Secondary	5.65	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pass	Unincorporated	San Timoteo Canyon	UP Railroad	railroad crossing	Secondary	0.00	2	2	0%	0.00	2	3	0	0	1	0	$0	$0	$0	$0	$36,400,000	$0	$3,640,000	$9,100,000	$3,640,000	$52,780,000	$52,780,000
San Jacinto	Hemet	Sanderson	Acacia	Menlo	Secondary	0.98	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	Sanderson	RR Crossing	Acacia	Secondary	0.42	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	Sanderson	Stetson	RR Crossing	Secondary	0.58	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	Sanderson	Menlo	Esplanade	Secondary	1.00	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	SR-74 (Florida)	Warren	Cawston	Secondary	1.02	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	SR-74 (Florida)	Columbia	Ramona	Secondary	2.58	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	SR-74/SR-79 (Florida)	Cawston	Columbia	Secondary	4.03	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	State	Domenigoni	Chambers	Secondary	1.31	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	State	Chambers	Stetson	Secondary	0.51	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	State	Florida	Esplanade	Secondary	1.74	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	State	Stetson	Florida	Secondary	1.25	2	2	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	Stetson	Cawston	State	Secondary	2.52	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	Stetson	Warren	Cawston	Secondary	1.00	2	4	0%	2.00	1	3	0	0	0	0	$2,262,000	$979,000	$0	$0	$0	$0	$226,000	$566,000	$324,000	$4,357,000	$4,357,000
San Jacinto	Hemet	Warren	Esplanade	Domenigoni	Secondary	5.02	2	4	9%	9.14	1	3	0	0	0	0	$10,345,000	$4,478,000	$0	$0	$0	$0	$1,035,000	$2,586,000	$1,482,000	$19,926,000	$19,926,000
San Jacinto	Hemet	Warren	Salt Creek	bridge	Secondary	0.00	2	4	0%	0.00	1	3	0	300	0	0	$0	$0	$0	$2,880,000	$0	$0	$288,000	$720,000	$288,000	$4,176,000	$4,176,000
San Jacinto	San Jacinto	Esplanade	Mountain	State	Secondary	2.55	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	Esplanade	State	Warren	Secondary	3.53	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	Sanderson	Ramona	Esplanade	Secondary	3.55	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	SR-79 (North Ramona)	State	San Jacinto	Secondary	1.02	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	SR-79 (San Jacinto)	North Ramona Blvd	7th	Secondary	0.25	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	SR-79 (San Jacinto)	7th	SR-74	Secondary	2.25	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	State	Ramona	Esplanade	Secondary	1.99	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	State	Gilman Springs	Quandt Ranch	Secondary	0.76	2	4	0%	1.52	1	3	0	0	0	0	$1,722,000	$745,000	$0	$0	$0	$0	$172,000	$431,000	$247,000	$3,317,000	$3,317,000
San Jacinto	San Jacinto	State	San Jacinto River	bridge	Secondary	0.00	4	4	0%	0.00	1	3	0	500	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	State	Quandt Ranch	Ramona	Secondary	0.70	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	Warren	Ramona	Esplanade	Secondary	3.47	2	4	11%	6.18	1	3	0	0	0	0	$6,993,000	$3,027,000	$0	$0	$0	$0	$699,000	$1,748,000	$1,002,000	$13,469,000	$13,469,000
San Jacinto	Unincorporated	Gilman Springs	Sanderson	State	Secondary	2.54	2	4	0%	5.09	1	3	0	0	0	0	$5,761,000	$2,494,000	$0	$0	$0	$0	$576,000	$1,440,000	$826,000	$11,097,000	$11,097,000
San Jacinto	Unincorporated	Gilman Springs	Massacre Canyon Wash	bridge	Secondary	0.00	2	4	0%	0.00	1	3	0	100	0	0	$0	$0	$0	$960,000	$0	$0	$96,000	$240,000	$96,000	$1,392,000	$1,392,000
San Jacinto	Unincorporated	SR-79 (Winchester)	SR-74 (Florida)	Domenigoni	Secondary	3.23	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

EXHIBIT H-1 TUMF Network Detailed Cost Estimate

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	NETWORK	MILES	EXISTINGLN	FUTURELN	% COMPLETE	INCREASELN MILES	TOPO	LANDUSE	INTERCHG	BRIDGE	RRXING	ITS	NEWLNCOST	ROWCOST	INTCHGCOST	BRDGCOST	RRXCOST	ITSCOST	PLNG	ENG	CONTIG	TOTAL COST	MAXIMUM TUMF SHARE
Southwest	Lake Elsinore	Corydon	Mission	Grand	Secondary	1.53	2	4	50%	1.53	1	3	0	0	0	0	$1,732,000	$750,000	$0	$0	$0	$0	$173,000	$433,000	$248,000	$3,336,000	$3,336,000
Southwest	Lake Elsinore	Diamond	Mission	I-15	Secondary	0.24	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Franklin (integral to Railroad C	I-15	interchange	Secondary	0.00	0	0	0%	0.00	1	3	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$32,698,000
Southwest	Lake Elsinore	Grand	Lincoln	Toft	Secondary	1.29	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Grand	Toft	SR-74 (Riverside)	Secondary	0.86	2	4	6%	1.61	1	3	0	0	0	0	$1,824,000	$789,000	$0	$0	$0	$0	$182,000	$456,000	$261,000	$3,512,000	$3,512,000
Southwest	Lake Elsinore	Lake	I-15	Lincoln	Secondary	3.25	2	4	28%	4.68	2	2	0	0	0	0	$8,144,000	$25,462,000	$0	$0	$0	$0	$814,000	$2,036,000	$3,361,000	$39,817,000	$32,726,000
Southwest	Lake Elsinore	Lake	I-15	interchange	Secondary	0.00	0	0	0%	0.00	2	2	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$15,771,000
Southwest	Lake Elsinore	Temescal Wash	bridge	Lake	Secondary	0.00	2	4	0%	0.00	2	2	0	180	0	0	$0	$0	$0	$1,728,000	$0	$0	$173,000	$432,000	$173,000	$2,506,000	$1,150,000
Southwest	Lake Elsinore	Mission	Railroad Canyon	Bundy Canyon	Secondary	2.39	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Nichols	I-15	Lake	Secondary	1.80	2	4	0%	3.60	1	3	0	0	0	0	$4,075,000	$1,764,000	$0	$0	$0	$0	$408,000	$1,019,000	$584,000	$7,850,000	$7,850,000
Southwest	Lake Elsinore	Nichols	Temescal Wash	bridge	Secondary	0.00	2	4	0%	0.00	1	3	0	300	0	0	$0	$0	$0	$2,880,000	$0	$0	$288,000	$720,000	$288,000	$4,176,000	$4,176,000
Southwest	Lake Elsinore	Nichols	I-15	interchange	Secondary	0.00	0	0	0%	0.00	1	3	2	0	0	0	$0	$0	$43,490,000	$0	$0	$0	$4,349,000	$10,873,000	$4,349,000	$63,061,000	$63,061,000
Southwest	Lake Elsinore	SR-74 (Collier/Riverside)	I-15	Lakeshore	Secondary	2.15	2	4	26%	3.19	1	2	0	0	0	0	$3,608,000	$17,337,000	$0	$0	$0	$0	$361,000	$902,000	$2,095,000	$24,303,000	$24,303,000
Southwest	Lake Elsinore	SR-74 (Grand)	Riverside	SR-74 (Ortega)	Secondary	0.64	2	4	0%	1.28	1	2	0	0	0	0	$1,445,000	$6,943,000	$0	$0	$0	$0	$145,000	$361,000	$839,000	$9,733,000	$3,691,000
Southwest	Lake Elsinore	SR-74 (Riverside)	Lakeshore	Grand	Secondary	1.74	2	4	24%	2.65	1	2	0	0	0	0	$2,995,000	$14,392,000	$0	$0	$0	$0	$300,000	$749,000	$1,739,000	$20,175,000	$20,175,000
Southwest	Lake Elsinore	Temescal Canyon	I-15	Lake	Secondary	1.21	2	4	0%	2.42	2	3	0	0	0	0	$4,211,000	$1,186,000	$0	$0	$0	$0	$421,000	$1,053,000	$540,000	$7,411,000	$7,411,000
Southwest	Lake Elsinore	Temescal Canyon	Temescal Wash	bridge	Secondary	0.00	2	4	0%	0.00	2	3	0	250	0	0	$0	$0	$0	$2,400,000	$0	$0	$240,000	$600,000	$240,000	$3,480,000	$3,480,000
Southwest	Murrieta	California Oaks	Jefferson	I-15	Secondary	0.32	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	California Oaks	I-15	Jackson	Secondary	0.50	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	California Oaks	Jackson	Clinton Keith	Secondary	1.76	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Jackson	Whitewood	Ynez	Secondary	0.53	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Jefferson	Palomar	Nutmeg	Secondary	1.02	0	2	75%	0.51	2	3	0	0	0	0	$887,000	$250,000	$0	$0	$0	$0	$89,000	$222,000	$114,000	$1,562,000	$1,562,000
Southwest	Murrieta	Jefferson	Nutmeg	Murrieta Hot Springs	Secondary	2.37	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Jefferson	Murrieta Hot Springs	Cherry	Secondary	2.26	4	6	11%	4.02	1	2	0	0	0	0	$4,548,000	$21,854,000	$0	$0	$0	$0	$455,000	$1,137,000	$2,640,000	$30,634,000	$30,634,000
Southwest	Murrieta	Keller	I-215	Whitewood	Backbone	0.75	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Keller	I-215	interchange	Backbone	0.00	0	0	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Los Alamos	Jefferson	I-215	Secondary	1.77	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	Jefferson	I-215	Secondary	1.16	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	I-215	Margarita	Secondary	1.45	6	6	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	Margarita	SR-79 (Winchester)	Secondary	1.01	4	6	8%	1.86	1	3	0	0	0	0	$2,106,000	$911,000	$0	$0	$0	$0	$211,000	$527,000	$302,000	$4,057,000	$3,899,000
Southwest	Murrieta	Nutmeg	Jefferson	Clinton Keith	Secondary	1.97	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Whitewood	Clinton Keith	Los Alamos	Secondary	2.01	3	4	56%	0.88	2	3	0	0	0	0	$1,539,000	$433,000	$0	$0	$0	$0	$154,000	$385,000	$197,000	$2,708,000	$2,708,000
Southwest	Murrieta	Whitewood	Los Alamos	Murrieta Hot Springs	Secondary	1.93	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Whitewood	Murrieta Hot Springs	Jackson	Secondary	0.80	0	2	66%	0.54	2	2	0	0	0	0	$947,000	$2,959,000	$0	$0	$0	$0	$95,000	$237,000	$391,000	$4,629,000	$4,629,000
Southwest	Murrieta	Ynez	Jackson	SR-79 (Winchester)	Secondary	1.22	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Butterfield Stage	Murrieta Hot Springs	Calle Chapos	Secondary	0.82	4	4	0%	0.00	2	3	0	0	0	1	$0	$0	$0	$0	$0	$563,000	$56,000	$141,000	$56,000	$816,000	$816,000
Southwest	Temecula	Butterfield Stage	Calle Chapos	La Serena	Secondary	0.70	4	4	0%	0.00	2	3	0	0	0	1	$0	$0	$0	$0	$0	$480,000	$48,000	$120,000	$48,000	$696,000	$696,000
Southwest	Temecula	Butterfield Stage	La Serena	Rancho California	Secondary	0.91	4	4	0%	0.00	2	3	0	0	0	1	$0	$0	$0	$0	$0	$624,000	$62,000	$156,000	$62,000	$904,000	$904,000
Southwest	Temecula	Butterfield Stage	Rancho California	Pauba	Secondary	0.85	4	4	0%	0.00	2	3	0	0	0	1	$0	$0	$0	$0	$0	$584,000	$58,000	$146,000	$58,000	$846,000	$846,000
Southwest	Temecula	Butterfield Stage	Pauba	SR-79 (Temecula Pkwy)	Secondary	1.69	2	4	93%	0.24	2	3	0	0	0	0	$412,000	$116,000	$0	$0	$0	$0	$41,000	$103,000	$53,000	$725,000	$725,000
Southwest	Temecula	Jefferson	Cherry	Rancho California	Secondary	2.29	4	4	0%	0.00	1	1	0	0	0	1	$0	$0	$0	$0	$0	$1,575,000	$158,000	$394,000	$158,000	$2,285,000	$2,285,000
Southwest	Temecula	Margarita	Murrieta Hot Springs	SR-79 (Temecula Pkwy)	Secondary	7.68	4	4	0%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$5,272,000	$527,000	$1,318,000	$527,000	$7,644,000	$7,644,000
Southwest	Temecula	Old Town Front	Rancho California	I-15/SR-79 (Temecula Pkwy)	Secondary	1.45	4	4	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Pechanga Pkwy	SR-79 (Temecula Pkwy)	Via Gilberto	Secondary	1.32	6	6	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Pechanga Pkwy	Via Gilberto	Pechanga Pkwy	Secondary	1.44	4	4	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Rancho California	Jefferson	Margarita	Secondary	1.89	4	6	53%	1.78	1	1	0	0	0	0	$2,015,000	$13,938,000	$0	$0	$0	$0	$202,000	$504,000	$1,595,000	$18,254,000	$18,181,000
Southwest	Temecula	Rancho California	I-15	interchange	Secondary	0.00	0	0	0%	0.00	1	1	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$0
Southwest	Temecula	Rancho California	Margarita	Butterfield Stage	Secondary	1.96	4	4	0%	0.00	1	1	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	SR-79 (Temecula Pkwy)	I-15	Pechanga Pkwy	Secondary	0.90	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	SR-79 (Temecula Pkwy)	Pechanga Pkwy	Butterfield Stage	Secondary	3.08	6	6	0%	0.00	1	3	0	0	0	1	$0	$0	$0	$0	$0	$2,114,000	$211,000	$529,000	$211,000	$3,065,000	$3,065,000
Southwest	Unincorporated	Briggs	Scott	SR-79 (Winchester)	Secondary	3.39	2	4	56%	2.98	1	3	0	0	0	0	$3,379,000	$1,463,000	$0	$0	$0	$0	$338,000	$845,000	$484,000	$6,509,000	$6,509,000
Southwest	Unincorporated	Butterfield Stage	Tucalota Creek	bridge	Secondary	0.00	4	4	0%	0.00	2	3	0	200	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporated	Butterfield Stage (Pourroy)	Auld	Murrieta Hot Springs	Secondary	2.27	0	4	17%	7.54	2	3	0	0	0	0	$13,113,000	$3,693,000	$0	$0	$0	$0	$1,311,000	$3,278,000	$1,681,000	$23,076,000	$23,076,000
Southwest	Unincorporated	Grand	Ortega	Corydon	Secondary	4.96	2	4	10%	8.92	1	2	0	0	0	0	$10,098,000	$48,529,000	$0	$0	$0	$0	$1,010,000	$2,525,000	$5,863,000	$68,025,000	$68,025,000
Southwest	Unincorporated	Horsethief Canyon	Temescal Canyon	I-15	Secondary	0.17	2	2	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporated	Indian Truck Trail	Temescal Canyon	I-15	Secondary	0.18	6	6	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporated	Murrieta Hot Springs	SR-79 (Winchester)	Pourroy	Secondary	1.75	4	4	0%	0.00	1	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporated	Pala	Pechanga	San Diego County	Secondary	1.39	2	2	0%	0.00	2	3	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporated	Pourroy	SR-79 (Winchester)	Auld	Secondary	2.28	2	4	84%	0.73	2	3	0	0	0	0	$1,270,000	$358,000	$0	$0	$0	$0	$127,000	$318,000	$163,000	$2,236,000	$2,236,000
Southwest	Unincorporated	Rancho California	Butterfield Stage	Glen Oaks	Secondary	4.26	2	4	0%	8.52	1	1	0	0	0	0	$9,645,000	$66,712,000	$0	$0	$0	$0	$965,000	$2,411,000	$7,636,000	$87,369,000	$87,369,000
Southwest	Unincorporated	Temescal Canyon	Horsethief Canyon Wash	bridge	Secondary	0.00	2	4	0%	0.00	2	3	0	240	0	0	$0	$0	$0	$2,304,000	$0	$0	$230,000	$576,000	$230,000	$3,340,000	$3,340,000
Southwest	Unincorporated	Temescal Canyon	Indian Truck Trail	I-15	Secondary	2.57	2	4	0%	5.14	2	3	0	0	0	0	$8,944,000	$2,519,000	$0	$0	$0	$0	$894,000	$2,236,000	$1,146,000	$15,739,000	$15,739,000
Southwest	Unincorporated	Temescal Canyon	Indian Wash	bridge	Secondary	0.00	2	4	0%	0.00	2	3	0	105	0	0	$0	$0	$0	$1,008,000	$0	$0	$101,000	$252,000	$101,000	$1,462,000	$1,462,000
Southwest	Wildomar	Bundy Canyon	Mission	I-15	Secondary	0.94	2	4	32%	1.27	1	2	0	0	0	0	$1,441,000	$6,923,000	$0	$0	$0	$0	$144,000	$360,000	$836,000	$9,704,000	$9,704,000
Southwest	Wildomar	Grand	Corydon	Wildomar Trail	Secondary	2.02	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Wildomar	Mission	Bundy Canyon	Palomar	Secondary	0.84	4	4	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Southwest	Wildomar	Palomar	Clinton Keith	Washington	Secondary	0.74	2	4	0%	1.48	1	3	0	0	0	0	$1,675,000	$725,000	$0	$0	$0	$0	$168,000	$419,000	$240,000	$3,227,000	$3,227,000
Southwest	Wildomar	Palomar	Mission	Clinton Keith	Secondary	2.79	2	4	21%	4.41	2	3	0	0	0	0	$7,667,000	$2,159,000	$0	$0	$0	$0	$767,000	$1,917,000	$983,000	$13,493,000	$13,493,000
Southwest	Wildomar	Wildomar Trail	I-15	Baxter	Secondary	0.29	2	4	0%	0.59	1	3	0	0	0	0	$665,000	$288,000	$0	$0	$0	$0	$67,000	$166,000	$95,000	$1,281,000	$1,281,000
Southwest	Wildomar	Wildomar Trail	I-15	interchange	Secondary	0.00	0	0	0%	0.00	1	3	3	0	0	0	$0	$0	$22,550,000	$0	$0	$0	$2,255,000	$5,638,000	$2,255,000	$32,698,000	$27,858,000
Southwest	Wildomar	Wildomar Trail	Baxter	Palomar	Secondary	0.74	2	4	0%	1.48	1	2	0	0	0	0	$1,680,000	$8,073,000	$0	$0	$0	$0	$168,000	$420,000	$975,000	$11,316,000	$11,316,000
Southwest	Wildomar	Wildomar Trail	Palomar	Grand	Secondary	0.51	2	2	0%	0.00	1	2	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal					Secondary	469.28				240.56			22	8,650	6	26.75	$303,507,000	$590,248,000	$621,740,000	$101,280,000	$237,200,000	$18,358,000	$128,215,000	$320,544,000	$187,237,000	$2,508,329,000	$1,913,028,000
Totals	**Network**					739.22				558.58			33	17,485	9	33.89	$ 741,859,000	$1,272,869,000	$ 1,057,070,000	$ 176,256,000	$ 374,000,000	$ 23,259,000	$ 237,252,000	$ 593,150,000	$ 364,535,000	$ 4,840,250,000	$ 3,874,735,000
	Transit																									$ 217,870,000	$ 154,831,000
	Administration																									$ 161,183,000	$ 161,183,000
	MSHCP																									$ 64,606,000	$ 53,859,000
	TOTAL																									**$ 5,283,909,000**	**$ 4,244,608,000**

EXHIBIT H-2 TUMF Network Detailed Cost Estimate - Existing Need and Obligated Funding

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE	MAX TUMF MSHCP SHARE	EXIST NEED LOS E&F SEGMENT DESCRIPTION	% EXIST NEED	>2 LANE ADJST	EXIST V/C	FUTURE V/C	TUMF V/C SHARE	EXIST NEED	OBLIGATED	UNFUND EXIST NEED	MSHCP	MSHCP EXIST NEED	MSHCP UNFUND EXIST NEED	COMBINED UNFUND EXIST NEED
Central	Menifee	Ethanac		Goetz	Murrieta	$0	$0	$0		0%	0%	0.27	0.87		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Ethanac		Murrieta	I-215	$0	$0	$0		0%	0%	0.29	0.77		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Ethanac		I-215	interchange	$32,698,000	$32,698,000	$0		0%	0%	0.62	1.21		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Ethanac		Sherman	Matthews	$2,674,000	$2,674,000	$69,000		0%	0%	0.32	0.61		$0	$0	$0	$69,000	$0	$0	$0
Central	Menifee	Ethanac		BNSF San Jacinto Branch	railroad crossing	$105,560,000	$105,560,000	$3,640,000		0%	0%	0.32	0.61		$0	$0	$0	$3,640,000	$0	$0	$0
Central	Menifee	Menifee		SR-74 (Pinacate)	Simpson	$1,307,000	$1,307,000	$34,000	Between Rouse and Matthews	11%	11%	0.70	0.98		$0	$0	$0	$34,000	$0	$0	$0
Central	Menifee	Menifee		Salt Creek	bridge	$4,384,000	$4,384,000	$151,000		0%	0%	0.36	0.55		$0	$0	$0	$151,000	$0	$0	$0
Central	Menifee	Menifee		Simpson	Aldergate	$0	$0	$0		0%	0%	0.39	0.73		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Menifee		Aldergate	Newport	$0	$0	$0		0%	0%	0.45	0.63		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Menifee		Newport	Holland	$0	$0	$0		0%	0%	0.44	0.72		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Menifee		Holland	Garbani	$0	$0	$0		0%	0%	0.41	0.54		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Menifee		Garbani	Scott	$4,353,000	$4,353,000	$113,000		0%	0%	0.64	0.96		$0	$0	$0	$113,000	$0	$0	$0
Central	Menifee	Menifee/Whitewood		Scott	Murrieta City Limit	$0	$0	$0		0%	0%	0.44	0.76		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Newport		Goetz	Murrieta	$0	$0	$0		0%	0%	0.59	0.85		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Newport		Murrieta	I-215	$1,130,000	$1,130,000	$29,000	Between Pacific Channel and Winter Hawk, and SB I-215 Exit Ramp and SB I-215 On Ramp	27%	27%	0.84	1.08		$0	$0	$0	$29,000	$0	$0	$0
Central	Menifee	Newport		I-215	Menifee	$0	$0	$0	Between Menifee Lakes to Menifee, and I-215 SB On Ramp to Antelope	36%	36%	0.93	1.08	85%	$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Newport		Menifee	Lindenberger	$0	$0	$0		0%	0%	0.66	0.94		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Newport		Lindenberger	SR-79 (Winchester)	$0	$0	$0		0%	0%	0.51	0.69		$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Scott		I-215	Briggs	$8,635,000	$8,635,000	$224,000	Between SB I-215 On Ramp and Antelope	5%	5%	0.45	0.82		$0	$0	$0	$224,000	$0	$0	$0
Central	Menifee	Scott		I-215	interchange	$0	$0	$0		0%	0%	1.17	1.54	57%	$0	$0	$0	$0	$0	$0	$0
Central	Menifee	Scott		Sunset	Murrieta	$4,388,000	$4,388,000	$114,000		0%	0%	0.94	1.32	91%	$0	$0	$0	$114,000	$0	$0	$0
Central	Menifee	Scott		Murrieta	I-215	$16,949,000	$12,949,000	$336,000		0%	0%	0.72	1.03		$0	$4,000,000	$0	$440,000	$0	$0	$0
Central	Menifee	SR-74		Matthews	Briggs	$8,254,000	$8,254,000	$214,000		0%	0%	0.72	0.98		$0	$0	$0	$214,000	$0	$0	$0
Central	Moreno Valley	Alessandro		I-215	Perris	$13,420,000	$13,420,000	$100,000		0%	0%	0.61	0.80		$0	$0	$0	$100,000	$0	$0	$0
Central	Moreno Valley	Alessandro		Perris	Nason	$0	$0	$0		0%	0%	0.55	0.75		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley	Alessandro		Nason	Moreno Beach	$0	$0	$0		0%	0%	0.22	0.48		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley	Alessandro		Moreno Beach	Gilman Springs	$18,019,000	$18,019,000	$468,000		0%	0%	0.24	0.66		$0	$0	$0	$468,000	$0	$0	$0
Central	Moreno Valley	Gilman Springs		SR-60	Alessandro	$7,291,000	$7,291,000	$189,000		0%	0%	0.65	0.73		$0	$0	$0	$189,000	$0	$0	$0
Central	Moreno Valley	Gilman Springs		SR-60	interchange	$0	$0	$0		0%	0%	0.60	0.76		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley	Perris		Reche Vista	Ironwood	$0	$0	$0		0%	0%	0.34	0.46		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley	Perris		Ironwood	Sunnymead	$0	$0	$0		0%	0%	0.74	0.93		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley	Perris		SR-60	interchange	$32,698,000	$11,192,000	$0		0%	0%	2.03	2.62	34%	$21,506,000	$0	$21,506,000	$0	$0	$0	$21,506,000
Central	Moreno Valley	Perris		Sunnymead	Cactus	$0	$0	$0		0%	0%	0.62	0.76		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley	Perris		Cactus	Harley Knox	$0	$0	$0	Between Nandina and Harley Knox	18%	18%	0.69	1.01		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley	Reche Vista		Country	Heacock	$7,486,000	$3,799,000	$39,000	Moreno Valley City Limit to Heacock	100%	100%	0.92	0.95	51%	$3,687,000	$0	$3,687,000	$77,000	$38,000	$38,000	$3,725,000
Central	Perris	11th/Case		Perris	Goetz	$4,582,000	$4,582,000	$34,000		0%	0%	0.76	0.85		$0	$0	$0	$34,000	$0	$0	$0
Central	Perris	Case		Goetz	I-215	$20,876,000	$20,876,000	$155,000	Between Ellis and Murrieta	40%	40%	0.80	1.18		$0	$0	$0	$155,000	$0	$0	$0
Central	Perris	Case		San Jacinto River	bridge	$1,740,000	$1,235,000	$43,000		0%	0%	1.18	1.88	71%	$505,000	$0	$505,000	$60,000	$0	$0	$505,000
Central	Perris	Ethanac		Keystone	Goetz	$6,056,000	$6,056,000	$157,000		0%	0%	0.07	0.30		$0	$0	$0	$157,000	$0	$0	$0
Central	Perris	Ethanac		San Jacinto River	bridge	$5,568,000	$5,568,000	$192,000		0%	0%	0.07	0.30		$0	$0	$0	$192,000	$0	$0	$0
Central	Perris	Ethanac		I-215	Sherman	$5,316,000	$5,316,000	$39,000		0%	0%	0.53	1.15		$0	$0	$0	$39,000	$0	$0	$0
Central	Perris	Goetz		Case	Ethanac	$1,507,000	$999,000	$26,000	Between Case and Ethanac	100%	100%	1.06	1.38	66%	$508,000	$0	$508,000	$39,000	$13,000	$13,000	$521,000
Central	Perris	Goetz		San Jacinto River	bridge	$5,568,000	$3,398,000	$117,000		0%	0%	1.13	1.50	61%	$2,170,000	$0	$2,170,000	$192,000	$0	$0	$2,170,000
Central	Perris	Mid-County (Placentia)		I-215	Perris	$15,655,000	$15,655,000	$116,000		0%	0%	0.05	0.21		$0	$0	$0	$116,000	$0	$0	$0
Central	Perris	Mid-County (Placentia)		I-215	interchange	$0	$0	$0		0%	0%	0.46	0.85		$0	$0	$0	$0	$0	$0	$0
Central	Perris	Mid-County (Placentia)		Perris	Evans	$22,985,000	$22,985,000	$171,000		0%	0%	0.03	0.11		$0	$0	$0	$171,000	$0	$0	$0
Central	Perris	Mid-County (Placentia)		Perris Valley Storm Channel	bridge	$8,352,000	$8,352,000	$288,000		0%	0%	0.03	0.11		$0	$0	$0	$288,000	$0	$0	$0
Central	Perris	Perris		Harley Knox	Ramona	$0	$0	$0		0%	0%	0.86	1.04		$0	$0	$0	$0	$0	$0	$0
Central	Perris	Perris		Ramona	Citrus	$7,063,000	$7,063,000	$183,000	Between Ramona and Dawes, and Rider and Water	39%	39%	0.83	1.06		$0	$0	$0	$183,000	$0	$0	$0
Central	Perris	Perris		Citrus	Nuevo	$0	$0	$0		0%	0%	0.66	0.97		$0	$0	$0	$0	$0	$0	$0
Central	Perris	Perris		Nuevo	11th	$6,927,000	$6,927,000	$51,000		0%	0%	0.72	0.99		$0	$0	$0	$51,000	$0	$0	$0
Central	Perris	Perris		I-215 overcrossing	bridge	$0	$0	$0		0%	0%	0.78	1.10		$0	$0	$0	$0	$0	$0	$0
Central	Perris	Ramona		I-215	Perris	$5,039,000	$5,039,000	$37,000	Between NB I-215 On Ramp and Webster	26%	26%	0.77	0.79		$0	$0	$0	$37,000	$0	$0	$0
Central	Perris	Ramona		I-215	interchange	$32,698,000	$7,725,000	$0		0%	0%	1.80	2.08	24%	$24,973,000	$0	$24,973,000	$0	$0	$0	$24,973,000
Central	Perris	Ramona		Perris	Evans	$0	$0	$0		0%	0%	0.67	0.82		$0	$0	$0	$0	$0	$0	$0
Central	Perris	Ramona		Evans	Mid-County (2,800 ft E of Rider)	$0	$0	$0		0%	0%	0.62	1.06		$0	$0	$0	$0	$0	$0	$0
Central	Perris	SR-74 (4th)		Ellis	I-215	$0	$0	$0	Between Navajo and S A St	22%	22%	0.78	1.03		$0	$0	$0	$0	$0	$0	$0
Central	Unincorporatec	Ethanac		SR-74	Keystone	$4,666,000	$4,666,000	$121,000		0%	0%	0.04	0.19		$0	$0	$0	$121,000	$0	$0	$0
Central	Unincorporatec	Gilman Springs		Alessandro	Bridge Road	$30,601,000	$30,601,000	$869,000	Between Olive and Jackrabbit	41%	41%	0.87	1.43		$0	$0	$0	$869,000	$0	$0	$0
Central	Unincorporatec	Menifee		Nuevo	SR-74 (Pinacate)	$16,684,000	$16,684,000	$433,000		0%	0%	0.69	0.98		$0	$0	$0	$433,000	$0	$0	$0
Central	Unincorporatec	Mid-County		Evans	Ramona (2,800 ft E of Rider)	$12,156,000	$12,156,000	$362,000		0%	0%	0.08	0.45		$0	$0	$0	$362,000	$0	$0	$0
Central	Unincorporatec	Mid-County (Ramona)		Ramona (2,800 ft E of Rider)	Pico Avenue	$0	$0	$0		0%	0%	0.37	0.96		$0	$0	$0	$0	$0	$0	$0
Central	Unincorporatec	Mid-County (Ramona)		Pico Avenue	Bridge Road	$47,769,000	$47,769,000	$1,240,000		0%	0%	0.82	1.43		$0	$0	$0	$1,240,000	$0	$0	$0
Central	Unincorporatec	Mid-County (Ramona)		San Jacinto River	bridge	$36,192,000	$36,192,000	$1,248,000		0%	0%	0.78	1.33		$0	$0	$0	$1,248,000	$0	$0	$0
Central	Unincorporatec	Reche Canyon		San Bernardino County	Reche Vista	$0	$0	$0		0%	0%	0.84	0.91		$0	$0	$0	$0	$0	$0	$0
Central	Unincorporatec	Reche Vista		Reche Canyon	Country	$0	$0	$0		0%	0%	0.81	0.83		$0	$0	$0	$0	$0	$0	$0
Central	Unincorporatec	Scott		Briggs	SR-79 (Winchester)	$0	$0	$0		0%	0%	0.12	0.53		$0	$0	$0	$0	$0	$0	$0
Central	Unincorporatec	SR-74		Ethanac	Ellis	$0	$0	$0	Between Ethanac and Theda, and Mountain and Sofie	34%	34%	0.87	1.17		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Cajalco		I-15	Temescal Canyon	$0	$0	$0		0%	0%	0.47	0.62		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Cajalco		I-15	interchange	$0	$0	$0		0%	0%	1.59	2.08	42%	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Foothill		Paseo Grande	Lincoln	$0	$0	$0		0%	0%	0.45	0.61		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Foothill		Wardlow Wash	bridge	$0	$0	$0		0%	0%	0.47	0.63		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Foothill		Lincoln	California	$0	$0	$0		0%	0%	0.30	0.42		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Foothill		California	I-15	$0	$0	$0		0%	0%	0.29	0.42		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Green River		SR-91	Dominguez Ranch	$0	$0	$0		0%	0%	0.53	0.61		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Green River		Dominguez Ranch	Palisades	$0	$0	$0		0%	0%	0.53	0.60		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona	Green River		Palisades	Paseo Grande	$0	$0	$0		0%	0%	0.66	0.77		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Schleisman		San Bernardino County	600' e/o Cucamonga Creek	$648,000	$648,000	$0		0%	0%	0.65	1.23		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Schleisman		Cucamonga Creek	bridge	$0	$0	$0		0%	0%	0.72	1.27		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Schleisman		600' e/o Cucamonga Creek	Harrison	$866,000	$866,000	$0		0%	0%	0.69	1.17		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Schleisman		Harrison	Sumner	$488,000	$488,000	$0	Between Spicewood and Sumner	18%	18%	0.62	0.96		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Schleisman		Sumner	Scholar	$7,625,000	$7,625,000	$57,000		0%	0%	0.85	0.97		$0	$0	$0	$57,000	$0	$0	$0
Northwest	Eastvale	Schleisman		Scholar	A Street	$119,000	$119,000	$1,000		0%	0%	0.50	0.80		$0	$0	$0	$1,000	$0	$0	$0
Northwest	Eastvale	Schleisman		A Street	Hamner	$209,000	$209,000	$2,000		0%	0%	0.50	0.84		$0	$0	$0	$2,000	$0	$0	$0
Northwest	Jurupa Valley	Van Buren		SR-60	Bellegrave	$23,928,000	$10,461,000	$78,000	Between SR-60 and Bellegrave	100%	100%	1.02	1.10	44%	$13,467,000	$0	$13,467,000	$178,000	$100,000	$100,000	$13,567,000
Northwest	Jurupa Valley	Van Buren		Bellegrave	Santa Ana River	$60,900,000	$0	$0	Between Limonite and Santa Ana River, and Rutile and Bellegrave	59%	59%	1.03	1.13	44%	$19,851,000	$60,900,000	$0	$452,000	$147,000	$0	$0
Northwest	Riverside	Alessandro		Arlington	Trautwein	$2,410,000	$2,410,000	$0	Between Arlington and Via Vista, and Canyon Crest and Trautwein	73%	73%	1.03	1.16	48%	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Arlington		La Sierra	Magnolia	$0	$0	$0	Between Ben Lomond and 300 ft East of Pegasus	13%	13%	0.68	0.77		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Arlington		Magnolia	Alessandro	$46,465,000	$46,465,000	$475,000	Between Victoria and Alessandro	36%	36%	0.80	0.93		$0	$0	$0	$475,000	$0	$0	$0
Northwest	Riverside	Van Buren		Santa Ana River	SR-91	$5,230,000	$4,392,000	$33,000	Between Santa Ana River and Cypress	58%	58%	0.94	1.05	72%	$838,000	$0	$838,000	$39,000	$6,000	$6,000	$844,000
Northwest	Riverside	Van Buren		SR-91	Mockingbird Canyon	$39,493,000	$21,292,000	$158,000	Between Mockingbird Canyon and Rudicill, and Indiana to SR-91	95%	95%	1.00	1.10	51%	$18,201,000	$0	$18,201,000	$293,000	$135,000	$135,000	$18,336,000
Northwest	Riverside	Van Buren		Wood	Trautwein	$0	$0	$0		0%	0%	0.79	0.85		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Van Buren		Trautwein	Orange Terrace	$7,574,000	$7,574,000	$56,000		0%	0%	0.69	0.89		$0	$0	$0	$56,000	$0	$0	$0
Northwest	Unincorporatec	Alessandro		Trautwein	Vista Grande	$0	$0	$0		0%	0%	0.79	0.93		$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporatec	Alessandro		Vista Grande	I-215	$0	$0	$0		0%	0%	0.85	1.04		$0	$0	$0	$0	$0	$0	$0
Northwest	Unincorporatec	Cajalco		El Sobrante	Harley John	$10,580,000	$9,817,000	$279,000	Between El Sobrante and Gavilan	40%	20%	0.95	1.04	64%	$763,000	$0	$763,000	$301,000	$22,000	$22,000	$785,000
Northwest	Unincorporatec	Cajalco		Harley John	Harvil	$166,492,000	$166,492,000	$1,236,000	Between Harley John and Wood, and Cole and Alexander, and Carroll and Seaton	63%	31%	0.87	1.05		$0	$0	$0	$1,236,000	$0	$0	$0
Northwest	Unincorporatec	Cajalco		Harvil	I-215	$1,238,000	$1,238,000	$32,000		0%	0%	0.78	0.84		$0	$0	$0	$32,000	$0	$0	$0
Northwest	Unincorporatec	Cajalco		Temescal Canyon	La Sierra	$49,596,000	$35,953,000	$1,071,000	Between Temescal Canyon and Sierra	100%	50%	1.06	1.19	45%	$13,643,000	$0	$13,643,000	$1,477,000	$406,000	$406,000	$14,049,000
Northwest	Unincorporatec	Cajalco		Temescal Wash	bridge	$4,872,000	$1,907,000	$66,000		0%	0%	1.13	1.27	39%	$2,965,000	$0	$2,965,000	$168,000	$0	$0	$2,965,000
Northwest	Unincorporatec	Cajalco		La Sierra	El Sobrante	$96,453,000	$96,453,000	$2,872,000		0%	0%	0.78	0.85		$0	$0	$0	$2,872,000	$0	$0	$0
Northwest	Unincorporatec	Van Buren		Mockingbird Canyon	Wood	$67,429,000	$67,429,000	$501,000	Between Washington and Wood	47%	47%	0.89	1.04		$0	$0	$0	$501,000	$0	$0	$0
Northwest	Unincorporatec	Van Buren		Orange Terrace	I-215	$0	$0	$0		0%	0%	0.71	0.99		$0	$0	$0	$0	$0	$0	$0

EXHIBIT H-2 TUMF Network Detailed Cost Estimate - Existing Need and Obligated Funding

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE	MAX TUMF MSHCP SHARE	EXIST NEED LOS E&F SEGMENT DESCRIPTION	% EXIST NEED	>2 LANE ADJST	EXIST V/C	FUTURE V/C	TUMF V/C SHARE	EXIST NEED	OBLIGATED	UNFUND EXIST NEED	MSHCP	MSHCP EXIST NEED	MSHCP UNFUND EXIST NEED	COMBINED UNFUND EXIST NEED
Pass	Banning	Highland Springs	Wilson (8th)	Sun Lakes		$0	$0	$0		0%	0%	0.46	0.68		$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Highland Springs	I-10	interchange		$63,061,000	$32,516,000	$0		0%	0%	1.16	1.43	52%	$30,545,000	$14,698,000	$15,847,000	$0	$0	$0	$15,847,000
Pass	Banning	Highland Springs	Oak Valley (14th)	Wilson (8th)		$0	$0	$0		0%	0%	0.29	0.49		$0	$0	$0	$0	$0	$0	$0
Pass	Banning	Highland Springs	Cherry Valley	Oak Valley (14th)		$0	$0	$0		0%	0%	0.28	0.50		$0	$0	$0	$0	$0	$0	$0
Pass	Banning	I-10 Bypass South	I-10	Morongo Trail (Apache Trail)		$50,110,000	$50,110,000	$372,000		0%	0%	0.04	0.05		$0	$0	$0	$372,000	$0	$0	$0
Pass	Banning	I-10 Bypass South	I-10	interchange		$63,061,000	$63,061,000	$0		0%	0%	0.73	0.86		$0	$0	$0	$0	$0	$0	$0
Pass	Banning	I-10 Bypass South	San Gorgonio	bridge		$4,176,000	$4,176,000	$144,000		0%	0%	0.26	0.31		$0	$0	$0	$144,000	$0	$0	$0
Pass	Banning	I-10 Bypass South	UP/Hargrave	railroad crossing		$52,780,000	$52,780,000	$1,820,000		0%	0%	0.26	0.31		$0	$0	$0	$1,820,000	$0	$0	$0
Pass	Beaumont	Beaumont	Oak Valley (14th)	I-10		$0	$0	$0		0%	0%	0.31	0.37		$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Potrero	Oak Valley (San Timoteo Car	SR-60		$1,100,000	$1,100,000	$29,000		0%	0%	0.01	0.37		$0	$0	$0	$29,000	$0	$0	$0
Pass	Beaumont	Potrero	SR-60	interchange		$63,061,000	$29,561,000	$0		0%	0%	0.39	0.84		$0	$33,500,000	$0	$0	$0	$0	$0
Pass	Beaumont	Potrero	UP	railroad crossing		$40,020,000	$40,020,000	$1,380,000		0%	0%	0.01	0.37		$0	$0	$0	$1,380,000	$0	$0	$0
Pass	Beaumont	Potrero	Noble Creek	bridge		$0	$0	$0		0%	0%	0.01	0.37		$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	Potrero	SR-60	4th		$0	$0	$0		0%	0%	0.01	0.25		$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	SR-79 (Beaumont)	I-10	California		$0	$0	$0	Between I-10 WB On Ramp and California	100%	100%	1.05	1.18	46%	$0	$0	$0	$0	$0	$0	$0
Pass	Beaumont	SR-79 (Beaumont)	I-10	interchange		$63,061,000	$7,408,000	$0		0%	0%	2.20	2.37	12%	$55,653,000	$0	$55,653,000	$0	$0	$0	$55,653,000
Pass	Calimesa	Cherry Valley	I-10	interchange		$63,061,000	$59,773,000	$0		0%	0%	0.93	1.51	95%	$3,288,000	$443,000	$2,845,000	$0	$0	$0	$2,845,000
Pass	Calimesa	Cherry Valley	Roberts St	Roberts Rd		$3,053,000	$3,053,000	$79,000		0%	0%	0.54	0.71		$0	$0	$0	$79,000	$0	$0	$0
Pass	Unincorporatec	Cherry Valley	Bellflower	Noble		$6,411,000	$6,411,000	$166,000		0%	0%	0.08	0.23		$0	$0	$0	$166,000	$0	$0	$0
Pass	Unincorporatec	Cherry Valley	Highland Springs	Bellflower		$0	$0	$0		0%	0%	0.03	0.10		$0	$0	$0	$0	$0	$0	$0
Pass	Unincorporatec	Cherry Valley	Noble	Roberts St		$0	$0	$0		0%	0%	0.41	0.61		$0	$0	$0	$0	$0	$0	$0
Pass	Unincorporatec	Cherry Valley	San Timoteo Wash	bridge		$0	$0	$0		0%	0%	0.26	0.41		$0	$0	$0	$0	$0	$0	$0
Pass	Unincorporatec	SR-79 (Lamb Canyon)	California	Gilman Springs		$0	$0	$0	Between California and Gilman Springs	100%	100%	1.21	1.43	42%	$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	Domenigoni	Warren	Sanderson		$7,726,000	$7,726,000	$201,000		0%	0%	0.82	1.13		$0	$0	$0	$201,000	$0	$0	$0
San Jacinto	Hemet	Domenigoni	Sanderson	State		$0	$0	$0		0%	0%	0.41	0.69		$0	$0	$0	$0	$0	$0	$0
San Jacinto	Hemet	SR-74	Winchester	Warren		$35,208,000	$35,208,000	$261,000	Between Warren and 650 ft East of Cordoba	25%	25%	0.83	1.05		$0	$0	$0	$261,000	$0	$0	$0
San Jacinto	San Jacinto	Mid-County (Ramona)	Warren	Sanderson		$0	$0	$0		0%	0%	0.57	0.61		$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	Mid-County (Ramona)	Sanderson/SR-79 (Hemet Byp	interchange		$0	$0	$0		0%	0%	0.61	0.85		$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	Ramona	Sanderson	State		$0	$0	$0		0%	0%	0.48	0.63		$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	Ramona	State	Main		$0	$0	$0		0%	0%	0.58	0.67		$0	$0	$0	$0	$0	$0	$0
San Jacinto	San Jacinto	Ramona	Main	Cedar		$31,518,000	$26,928,000	$200,000	Between 7th and Rue Pinot Blanc, and Hemet and Mountain	68%	34%	0.93	0.97	57%	$4,590,000	$0	$4,590,000	$234,000	$34,000	$34,000	$4,624,000
San Jacinto	San Jacinto	Ramona	Cedar	SR-74		$0	$0	$0		0%	0%	0.29	0.35		$0	$0	$0	$0	$0	$0	$0
San Jacinto	Unincorporatec	Domenigoni	SR-79 (Winchester)	Warren		$13,508,000	$13,508,000	$351,000		0%	0%	0.88	1.13		$0	$0	$0	$351,000	$0	$0	$0
San Jacinto	Unincorporatec	Domenigoni	San Diego Aqueduct	bridge		$4,176,000	$4,176,000	$144,000		0%	0%	0.88	1.12		$0	$0	$0	$144,000	$0	$0	$0
San Jacinto	Unincorporatec	Gilman Springs	Bridge	Sanderson		$0	$0	$0		0%	0%	0.62	0.84		$0	$0	$0	$0	$0	$0	$0
San Jacinto	Unincorporatec	Mid-County (Ramona)	Bridge	Warren		$9,221,000	$9,221,000	$239,000		0%	0%	0.78	1.04		$0	$0	$0	$239,000	$0	$0	$0
San Jacinto	Unincorporatec	SR-74	Briggs	SR-79 (Winchester)		$15,417,000	$15,417,000	$400,000	Between Briggs and Sultanas	14%	14%	0.63	1.06		$0	$0	$0	$400,000	$0	$0	$0
San Jacinto	Unincorporatec	SR-79 (Hemet Bypass)	SR-74 (Florida)	Domenigoni		$13,901,000	$13,901,000	$361,000		0%	0%	0.62	0.86		$0	$0	$0	$361,000	$0	$0	$0
San Jacinto	Unincorporatec	SR-79 (Hemet Bypass)	San Diego Aqueduct	bridge		$4,176,000	$4,176,000	$144,000		0%	0%	0.62	0.86		$0	$0	$0	$144,000	$0	$0	$0
San Jacinto	Unincorporatec	SR-79 (Hemet Bypass)	Domenigoni	Winchester		$6,542,000	$6,542,000	$170,000		0%	0%	0.59	0.76		$0	$0	$0	$170,000	$0	$0	$0
San Jacinto	Unincorporatec	SR-79 (San Jacinto Bypass)	Mid-County (Ramona)	SR-74 (Florida)		$56,690,000	$56,690,000	$1,472,000		0%	0%	0.55	0.73		$0	$0	$0	$1,472,000	$0	$0	$0
San Jacinto	Unincorporatec	SR-79 (Sanderson)	Gilman Springs	Ramona		$6,899,000	$2,555,000	$66,000	Between Ramona and Gilman Springs	100%	100%	1.18	1.34	37%	$4,344,000	$0	$4,344,000	$179,000	$113,000	$113,000	$4,457,000
San Jacinto	Unincorporatec	SR-79 (Sanderson)	San Jacinto River	bridge		$19,488,000	$7,651,000	$264,000		0%	0%	1.21	1.41	39%	$11,837,000	$0	$11,837,000	$672,000	$0	$0	$11,837,000
San Jacinto	Unincorporatec	SR-79 (Winchester)	Domenigoni	Keller		$65,022,000	$65,022,000	$483,000		0%	0%	0.55	0.82		$0	$0	$0	$483,000	$0	$0	$0
Southwest	Canyon Lake	Goetz	Railroad Canyon	Newport		$0	$0	$0		0%	0%	0.35	0.53		$0	$0	$0	$0	$0	$0	$0
Southwest	Canyon Lake	Railroad Canyon	Canyon Hills	Goetz		$0	$0	$0		0%	0%	0.71	0.94		$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Railroad Canyon	I-15	Canyon Hills		$0	$0	$0	Between NB I-5 On Ramp and Summerhill	2%	2%	0.86	1.12		$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Railroad Canyon	I-15	interchange		$0	$0	$0		0%	0%	2.48	3.04	26%	$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	SR-74	I-15	interchange		$63,061,000	$24,162,000	$0		0%	0%	1.60	2.03	38%	$38,899,000	$0	$38,899,000	$0	$0	$0	$38,899,000
Southwest	Murrieta	Clinton Keith	Copper Craft	Toulon		$0	$0	$0	Between California Oaks and Toulon	35%	35%	0.76	0.95		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Clinton Keith	Toulon	I-215		$2,076,000	$2,076,000	$54,000	Between Toulon and Thousand Oaks, and Duster and McElwain	52%	52%	0.88	1.06		$0	$0	$0	$54,000	$0	$0	$0
Southwest	Murrieta	Clinton Keith	I-215	Whitewood		$0	$0	$0		0%	0%	0.67	0.76		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	French Valley (Date)	Murrieta Hot Springs	Winchester Creek		$7,321,000	$7,321,000	$54,000		0%	0%	0.77	1.21		$0	$0	$0	$54,000	$0	$0	$0
Southwest	Murrieta	French Valley (Date)	Winchester Creek	Margarita		$0	$0	$0		0%	0%	0.04	0.08		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Whitewood	Menifee City Limit	Keller		$0	$0	$0		0%	0%	0.39	0.74		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Whitewood	Keller	Clinton Keith		$0	$0	$0		0%	0%	0.54	0.84		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	French Valley (Cherry)	Jefferson	Diaz		$3,929,000	$3,929,000	$29,000		0%	0%	0.00	0.58		$0	$0	$0	$29,000	$0	$0	$0
Southwest	Temecula	French Valley (Cherry)	Murrieta Creek	bridge		$5,846,000	$5,846,000	$202,000		0%	0%	0.00	0.58		$0	$0	$0	$202,000	$0	$0	$0
Southwest	Temecula	French Valley (Date)	Margarita	Ynez		$0	$0	$0		0%	0%	0.20	0.34		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	French Valley (Date)	Ynez	Jefferson		$5,010,000	$5,010,000	$37,000		0%	0%	0.07	0.15		$0	$0	$0	$37,000	$0	$0	$0
Southwest	Temecula	French Valley (Date)	I-15	interchange		$122,076,000	$122,076,000	$0		0%	0%	0.19	0.29		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	SR-79 (Winchester)	Murrieta Hot Springs	Jefferson		$2,697,000	$2,697,000	$0	Between Promenade Mall West and Murrieta Hot Springs, and I-15 NB On Ramp to 250 ft East of Jefferson Ave	84%	84%	0.96	1.24	81%	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	SR-79 (Winchester)	I-15	interchange		$0	$0	$0		0%	0%	1.58	1.80	24%	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Western Bypass (Diaz)	Cherry	Rancho California		$2,285,000	$2,285,000	$17,000		0%	0%	0.18	0.45		$0	$0	$0	$17,000	$0	$0	$0
Southwest	Temecula	Western Bypass (Vincent Mor	Rancho California	SR-79 (Front)		$23,629,000	$23,629,000	$296,000		0%	0%	0.01	0.05		$0	$0	$0	$296,000	$0	$0	$0
Southwest	Temecula	Western Bypass (Vincent Mor	I-15	interchange		$0	$0	$0		0%	0%	2.30	3.07	36%	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Western Bypass (Vincent Mor	Murrieta Creek	bridge		$4,176,000	$4,176,000	$144,000		0%	0%	0.01	0.05		$0	$0	$0	$144,000	$0	$0	$0
Southwest	Unincorporatec	Benton	SR-79	Eastern Bypass		$0	$0	$0		0%	0%	0.26	0.35		$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporatec	Clinton Keith	Whitewood	SR-79		$5,539,000	$5,539,000	$144,000		0%	0%	0.62	0.79		$0	$0	$0	$144,000	$0	$0	$0
Southwest	Unincorporatec	Clinton Keith	Warm Springs Creek	bridge		$0	$0	$0		0%	0%	0.62	0.79		$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporatec	SR-74	I-15	Ethanac		$27,699,000	$26,347,000	$749,000	Between I-15 nd Dexter, and Conard and Riverside, and Steele Valley and Peach, and Meadowbrook and Elt	64%	64%	0.93	1.23	92%	$1,352,000	$0	$1,352,000	$787,000	$38,000	$38,000	$1,390,000
Southwest	Unincorporatec	SR-79 (Winchester)	Keller	Thompson		$34,213,000	$34,213,000	$254,000		0%	0%	0.56	0.71		$0	$0	$0	$254,000	$0	$0	$0
Southwest	Unincorporatec	SR-79 (Winchester)	Thompson	La Alba		$27,699,000	$27,699,000	$206,000	Between La Alba and Via Mira Mesa	25%	25%	0.82	0.99		$0	$0	$0	$206,000	$0	$0	$0
Southwest	Unincorporatec	SR-79 (Winchester)	La Alba	Hunter		$7,854,000	$3,042,000	$22,000	Between La Alba and Hunter	100%	100%	1.10	1.22	39%	$4,812,000	$0	$4,812,000	$58,000	$36,000	$36,000	$4,848,000
Southwest	Unincorporatec	SR-79 (Winchester)	Hunter	Murrieta Hot Springs		$595,000	$442,000	$11,000	Between Murrieta Hot Springs and Robert Jones, and Borel	75%	75%	0.95	1.04	66%	$153,000	$0	$153,000	$15,000	$4,000	$4,000	$157,000
Southwest	Wildomar	Bundy Canyon	I-15	Monte Vista		$1,362,000	$1,362,000	$39,000	Between I-15 NB On Ramp and Monte Vista	75%	75%	0.84	1.16		$0	$0	$0	$39,000	$0	$0	$0
Southwest	Wildomar	Bundy Canyon	Monte Vista	Sunset		$24,818,000	$24,818,000	$739,000	Between Monte Vista and Oak Circle	37%	37%	0.89	1.18		$0	$0	$0	$739,000	$0	$0	$0
Southwest	Wildomar	Bundy Canyon	I-15	interchange		$32,698,000	$24,613,000	$0		0%	0%	1.12	1.77	75%	$8,085,000	$0	$8,085,000	$0	$0	$0	$8,085,000
Southwest	Wildomar	Clinton Keith	Palomar	I-15		$0	$0	$0		0%	0%	0.69	0.80		$0	$0	$0	$0	$0	$0	$0
Southwest	Wildomar	Clinton Keith	I-15	Copper Craft		$5,030,000	$0	$0	Between Inland Valley and Smith Ranch, and Covington and Copper Craft	60%	60%	0.89	1.01		$0	$5,030,000	$0	$143,000	$0	$0	$0
Subtotal						$2,331,921,000	$1,961,707,000	$30,262,000		10.8%					$286,635,000	$118,571,000	$251,643,000	$32,508,000	$1,092,000	945,000	252,588,000

EXHIBIT H-2 TUMF Network Detailed Cost Estimate - Existing Need and Obligated Funding

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE	MAX TUMF MSHCP SHARE	EXIST NEED LOS E&F SEGMENT DESCRIPTION	% EXIST NEED	>2 LANE ADJST	EXIST V/C	FUTURE V/C	TUMF V/C SHARE	EXIST NEED	OBLIGATED	UNFUND EXIST NEED	MSHCP	MSHCP EXIST NEED	MSHCP UNFUND EXIST NEED	COMBINED UNFUND EXIST NEED
Central	Menifee		Briggs	Newport	Scott	$0	$0	$0		0%	0%	0.18	0.48		$0	$0	$0	$0	$0	$0	$0
Central	Menifee		Briggs	SR-74 (Pinacate)	Simpson	$2,991,000	$2,991,000	$78,000		0%	0%	0.05	0.23		$0	$0	$0	$78,000	$0	$0	$0
Central	Menifee		Briggs	Simpson	Old Newport	$5,430,000	$5,430,000	$141,000		0%	0%	0.35	0.78		$0	$0	$0	$141,000	$0	$0	$0
Central	Menifee		Briggs	Salt Creek	bridge	$8,352,000	$8,352,000	$288,000		0%	0%	0.41	0.74		$0	$0	$0	$288,000	$0	$0	$0
Central	Menifee		Garbani	I-215	interchange	$63,061,000	$42,483,000	$0		0%	0%	1.21	1.85	67%	$20,578,000	$0	$20,578,000	$0	$0	$0	$20,578,000
Central	Menifee		Goetz	Juanita	Lesser Lane	$11,378,000	$11,378,000	$295,000		0%	0%	0.70	0.94		$0	$0	$0	$295,000	$0	$0	$0
Central	Menifee		Goetz	Newport	Juanita	$0	$0	$0		0%	0%	0.65	0.97		$0	$0	$0	$0	$0	$0	$0
Central	Menifee		Holland	Murrieta	Bradley	$15,708,000	$15,708,000	$117,000		0%	0%	0.52	0.87		$0	$0	$0	$117,000	$0	$0	$0
Central	Menifee		Holland	Bradley	Haun	$11,439,000	$11,439,000	$85,000		0%	0%	0.62	0.94		$0	$0	$0	$85,000	$0	$0	$0
Central	Menifee		Holland	Haun	Antelope	$9,456,000	$9,456,000	$70,000		0%	0%	0.74	0.96		$0	$0	$0	$70,000	$0	$0	$0
Central	Menifee		Holland	I-215 overcrossing	bridge	$9,744,000	$9,744,000	$336,000		0%	0%	0.76	0.96		$0	$0	$0	$336,000	$0	$0	$0
Central	Menifee		Holland	Antelope	Menifee	$3,844,000	$3,844,000	$29,000		0%	0%	0.17	0.50		$0	$0	$0	$29,000	$0	$0	$0
Central	Menifee		McCall	I-215	Aspel	$5,354,000	$5,354,000	$139,000		0%	0%	0.34	0.65		$0	$0	$0	$139,000	$0	$0	$0
Central	Menifee		McCall	I-215	interchange	$0	$0	$0		0%	0%	1.58	2.02	39%	$0	$0	$0	$0	$0	$0	$0
Central	Menifee		McCall	Aspel	Menifee	$2,288,000	$2,288,000	$59,000		0%	0%	0.38	0.71		$0	$0	$0	$59,000	$0	$0	$0
Central	Menifee		Murrieta	Ethanac	McCall	$0	$0	$0		0%	0%	0.52	0.84		$0	$0	$0	$0	$0	$0	$0
Central	Menifee		Murrieta	McCall	Newport	$7,967,000	$7,967,000	$207,000		0%	0%	0.60	0.84		$0	$0	$0	$207,000	$0	$0	$0
Central	Menifee		Murrieta	Newport	Bundy Canyon	$0	$0	$0		0%	0%	0.43	0.69		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Cactus	I-215	Heacock	$5,617,000	$5,617,000	$42,000	Between Goldencrest and Arlal, and Frontage Road and 250 ft East	7%	7%	0.66	0.84		$0	$0	$0	$42,000	$0	$0	$0
Central	Moreno Valley		Cactus	I-215	interchange	$0	$0	$0		0%	0%	1.22	1.43	40%	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Day	Ironwood	SR-60	$0	$0	$0		0%	0%	0.53	0.63		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Day	SR-60	interchange	$0	$0	$0		0%	0%	1.03	1.21	60%	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Day	SR-60	Eucalyptus	$0	$0	$0		0%	0%	0.45	0.58		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Eucalyptus	I-215	Towngate	$8,843,000	$8,843,000	$66,000		0%	0%	0.52	0.72		$0	$0	$0	$66,000	$0	$0	$0
Central	Moreno Valley		Eucalyptus	Towngate	Frederick	$0	$0	$0		0%	0%	0.43	0.69		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Eucalyptus	Frederick	Heacock	$0	$0	$0		0%	0%	0.51	0.67		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Eucalyptus	Heacock	Kitching	$0	$0	$0		0%	0%	0.53	0.71		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Eucalyptus	Kitching	Moreno Beach	$0	$0	$0		0%	0%	0.19	0.28		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Eucalyptus	Moreno Beach	Theodore	$0	$0	$0		0%	0%	0.01	0.12		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Frederick	SR-60	Alessandro	$0	$0	$0	Between SR-60 and Sunnymead	5%	5%	0.42	0.59		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Heacock	Cactus	San Michele	$0	$0	$0		0%	0%	0.56	0.96		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Heacock	Reche Vista	Cactus	$0	$0	$0		0%	0%	0.47	0.66		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Heacock	San Michele	Harley Knox	$0	$0	$0		0%	0%	0.11	0.22		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Ironwood	SR-60	Day	$0	$0	$0		0%	0%	0.82	1.02		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Ironwood	Day	Heacock	$0	$0	$0		0%	0%	0.69	0.84		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Lasselle	Alessandro	John F Kennedy	$0	$0	$0		0%	0%	0.68	0.79		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Lasselle	John F Kennedy	Oleander	$0	$0	$0	Between Via Xavier and Kramelia	13%	13%	0.72	1.01		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Moreno Beach	Reche Canyon	SR-60	$18,797,000	$18,797,000	$140,000	Between SR-60 and SR-60 WB Exit Ramp	5%	5%	0.32	0.65		$0	$0	$0	$140,000	$0	$0	$0
Central	Moreno Valley		Moreno Beach	SR-60 overcrossing	bridge	$0	$0	$0		0%	0%	0.95	1.27	87%	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Nason	SR-60	Alessandro	$0	$0	$0		0%	0%	0.66	0.83		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Pigeon Pass	Ironwood	SR-60	$0	$0	$0	Between SR-60 and SR-60 WB On Ramp, and Hemlock and Ironwood	87%	87%	0.94	1.07	74%	$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Pigeon Pass/CETAP Corridor	Hidden Springs	Ironwood	$0	$0	$0		0%	0%	0.40	0.48		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Reche Canyon	Moreno Valley City Limit	Locust	$0	$0	$0		0%	0%	0.02	0.19		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Redlands	Locust	Alessandro	$39,789,000	$39,789,000	$295,000	Between Locust and Ironwood	27%	27%	0.80	0.97		$0	$0	$0	$295,000	$0	$0	$0
Central	Moreno Valley		Redlands	SR-60	interchange	$32,698,000	$32,698,000	$0		0%	0%	0.47	0.51		$0	$0	$0	$0	$0	$0	$0
Central	Moreno Valley		Theodore	SR-60	Eucalyptus	$3,966,000	$3,966,000	$29,000		0%	0%	0.46	0.99		$0	$0	$0	$29,000	$0	$0	$0
Central	Moreno Valley		Theodore	SR-60	interchange	$32,698,000	$32,698,000	$0		0%	0%	0.44	0.75		$0	$0	$0	$0	$0	$0	$0
Central	Perris		Ellis	Goetz	Evans	$9,526,000	$9,526,000	$247,000		0%	0%	0.08	0.14		$0	$0	$0	$247,000	$0	$0	$0
Central	Perris		Evans	Oleander	Ramona	$0	$0	$0		0%	0%	0.71	1.10		$0	$0	$0	$0	$0	$0	$0
Central	Perris		Evans	Ramona	Morgan	$0	$0	$0		0%	0%	0.80	1.15		$0	$0	$0	$0	$0	$0	$0
Central	Perris		Evans	Morgan	Rider	$0	$0	$0	Between Morgan and Sinclair	50%	50%	0.83	1.06		$0	$0	$0	$0	$0	$0	$0
Central	Perris		Evans	Rider	Placentia	$0	$0	$0	Between Placentia and 350 ft North	11%	11%	0.55	0.69		$0	$0	$0	$0	$0	$0	$0
Central	Perris		Evans	Placentia	Nuevo	$6,492,000	$6,492,000	$169,000	Between Placentia and 220 ft South, and Moraga and Sunset	9%	4%	0.54	0.79		$0	$0	$0	$169,000	$0	$0	$0
Central	Perris		Evans	Nuevo	Ellis	$17,705,000	$17,705,000	$460,000		0%	0%	0.00	0.33		$0	$0	$0	$460,000	$0	$0	$0
Central	Perris		Evans	San Jacinto River	bridge	$11,136,000	$11,136,000	$384,000		0%	0%	0.00	0.13		$0	$0	$0	$384,000	$0	$0	$0
Central	Perris		Evans	I-215	bridge	$8,352,000	$8,352,000	$288,000		0%	0%	0.00	0.13		$0	$0	$0	$288,000	$0	$0	$0
Central	Perris		Goetz	Lesser	Ethanac	$7,845,000	$7,845,000	$204,000	Between Ethanac and Ruffian	7%	7%	0.79	1.13		$0	$0	$0	$204,000	$0	$0	$0
Central	Perris		Harley Knox	I-215	Indian	$0	$0	$0		0%	0%	0.31	0.38		$0	$0	$0	$0	$0	$0	$0
Central	Perris		Harley Knox	I-215	interchange	$0	$0	$0		0%	0%	0.99	1.62	88%	$0	$0	$0	$0	$0	$0	$0
Central	Perris		Harley Knox	Indian	Perris	$0	$0	$0		0%	0%	0.12	0.15		$0	$0	$0	$0	$0	$0	$0
Central	Perris		Harley Knox	Perris	Redlands	$0	$0	$0		0%	0%	0.25	0.47		$0	$0	$0	$0	$0	$0	$0
Central	Perris		Nuevo	I-215	Murrieta	$16,971,000	$16,971,000	$126,000		0%	0%	0.51	0.83		$0	$0	$0	$126,000	$0	$0	$0
Central	Perris		Nuevo	I-215	interchange	$32,698,000	$19,736,000	$0		0%	0%	1.53	2.50	60%	$12,962,000	$0	$12,962,000	$0	$0	$0	$12,962,000
Central	Perris		Nuevo	Murrieta	Dunlap	$4,367,000	$4,367,000	$113,000		0%	0%	0.35	0.68		$0	$0	$0	$113,000	$0	$0	$0
Central	Perris		Nuevo	Perris Valley Storm Channel	bridge	$0	$0	$0		0%	0%	0.35	0.67		$0	$0	$0	$0	$0	$0	$0
Central	Perris		SR-74 (Matthews)	I-215	Ethanac	$0	$0	$0		0%	0%	0.69	0.98		$0	$0	$0	$0	$0	$0	$0
Central	Perris		SR-74 (Matthews)	I-215	interchange	$32,698,000	$21,835,000	$0		0%	0%	1.41	2.42	67%	$10,863,000	$0	$10,863,000	$0	$0	$0	$10,863,000
Central	Unincorporatec		Center (Main)	I-215	Mt Vernon	$0	$0	$0	Between I-215 and Highgrove	4%	4%	0.39	0.67		$0	$0	$0	$0	$0	$0	$0
Central	Unincorporatec		Center (Main)	I-215	interchange	$32,698,000	$11,912,000	$0		0%	0%	2.38	3.22	36%	$20,786,000	$0	$20,786,000	$0	$0	$0	$20,786,000
Central	Unincorporatec		Center (Main)	BNSF	railroad crossing	$20,010,000	$20,010,000	$690,000		0%	0%	0.46	0.82		$0	$0	$0	$690,000	$0	$0	$0
Central	Unincorporatec		Ellis	Post	SR-74	$11,550,000	$11,550,000	$300,000		0%	0%	0.20	0.46		$0	$0	$0	$300,000	$0	$0	$0
Central	Unincorporatec		Mount Vernon/CETAP Corridc	Center	Pigeon Pass	$2,582,000	$2,582,000	$77,000		0%	0%	0.58	0.96		$0	$0	$0	$77,000	$0	$0	$0
Central	Unincorporatec		Nuevo	Dunlap	Menifee	$8,737,000	$2,505,000	$65,000	Between Dunlap and Menifee	100%	100%	0.76	1.30		$0	$6,232,000	$0	$227,000	$0	$0	$0
Central	Unincorporatec		Nuevo	San Jacinto River	bridge	$5,568,000	$5,568,000	$192,000		0%	0%	0.77	1.36		$0	$0	$0	$192,000	$0	$0	$0
Central	Unincorporatec		Pigeon Pass/CETAP Corridor	Hidden Springs	Mount Vernon	$8,106,000	$8,106,000	$241,000		0%	0%	1.16	1.33	40%	$0	$0	$0	$241,000	$0	$0	$0
Central	Unincorporatec		Post	Santa Rosa Mine	Ellis	$0	$0	$0		0%	0%	0.58	1.07		$0	$0	$0	$0	$0	$0	$0
Central	Unincorporatec		Reche Canyon	Reche Vista	Moreno Valley City Limit	$0	$0	$0		0%	0%	0.02	0.19		$0	$0	$0	$0	$0	$0	$0
Central	Unincorporatec		Redlands	San Timoteo Canyon	Locust	$0	$0	$0	Between Locust and San Timoteo	100%	100%	1.32	1.51	31%	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		6th	SR-91	Magnolia	$0	$0	$0		0%	0%	0.43	0.55		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Auto Center	Railroad	SR-91	$0	$0	$0		0%	0%	0.31	0.32		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Cajalco	Bedford Canyon	I-15	$0	$0	$0		0%	0%	0.51	0.79		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Hidden Valley	Norco Hills	McKinley	$0	$0	$0		0%	0%	0.52	0.72		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Lincoln	Parkridge	Ontario	$0	$0	$0		0%	0%	0.58	0.65		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Magnolia	6th	Sherborn	$7,054,000	$6,419,000	$47,000	Between 6th and Sherborn	100%	100%	0.91	1.07	91%	$635,000	$0	$635,000	$52,000	$5,000	$5,000	$640,000
Northwest	Corona		Magnolia	Temescal Creek	bridge	$4,176,000	$3,580,000	$123,000		0%	0%	0.93	1.08	86%	$596,000	$0	$596,000	$144,000	$0	$0	$596,000
Northwest	Corona		Magnolia	Sherborn	Rimpau	$0	$0	$0	Between Rimpau and I-15 SB On Ramp, and Montecito and Sherborn	60%	60%	0.93	1.04	77%	$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Magnolia	Rimpau	Ontario	$0	$0	$0		0%	0%	0.71	0.73		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Main	Grand	Ontario	$0	$0	$0		0%	0%	0.78	0.81		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Main	Ontario	Foothill	$0	$0	$0		0%	0%	0.40	0.50		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Main	Hidden Valley	Parkridge	$5,314,000	$4,389,000	$32,000	Between Hidden Valley and Parkridge	100%	100%	0.94	1.12	83%	$925,000	$0	$925,000	$39,000	$7,000	$7,000	$932,000
Northwest	Corona		Main	Parkridge	SR-91	$0	$0	$0	Between SR-91 WB On Ramp and Grand	8%	8%	0.62	0.73		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Main	SR-91	S. Grand	$0	$0	$0	Between 3rd and 4th	8%	8%	0.66	0.65		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		McKinley	Hidden Valley	Promenade	$0	$0	$0		0%	0%	0.70	0.86		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		McKinley	Promenade	SR-91	$0	$0	$0		0%	0%	0.61	0.66		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		McKinley	SR-91	Magnolia	$0	$0	$0		0%	0%	0.76	0.81		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		McKinley	Arlington Channel	bridge	$0	$0	$0		0%	0%	0.81	0.89		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		McKinley	BNSF	railroad crossing	$105,560,000	$0	$0		0%	0%	0.81	0.89		$0	$105,560,000	$0	$3,640,000	$0	$0	$0
Northwest	Corona		Ontario	I-15	El Cerrito	$13,451,000	$13,451,000	$100,000	Between State and Rising Sun	32%	32%	0.69	0.93		$0	$0	$0	$100,000	$0	$0	$0
Northwest	Corona		Ontario	Lincoln	Buena Vista	$0	$0	$0		0%	0%	0.67	0.71		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Ontario	Buena Vista	Main	$0	$0	$0		0%	0%	0.47	0.47		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Ontario	Main	Kellogg	$0	$0	$0		0%	0%	0.39	0.41		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Ontario	Kellogg	Fullerton	$0	$0	$0		0%	0%	0.36	0.42		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Ontario	Fullerton	Rimpau	$0	$0	$0		0%	0%	0.36	0.49		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Ontario	Rimpau	I-15	$0	$0	$0	Between Compton and I-15 SB On Ramp	7%	7%	0.45	0.57		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Railroad	Auto Club	Buena Vista	$0	$0	$0		0%	0%	0.26	0.30		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Railroad	BNSF	railroad crossing	$40,020,000	$40,020,000	$1,380,000		0%	0%	0.31	0.34		$0	$0	$0	$1,380,000	$0	$0	$0
Northwest	Corona		Railroad	Buena Vista	Main (at Grand)	$0	$0	$0		0%	0%	0.69	0.73		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		River	Corydon	Main	$0	$0	$0	Between Corydon and 2nd St	25%	25%	0.71	0.85		$0	$0	$0	$0	$0	$0	$0
Northwest	Corona		Serfas Club	SR-91	Green River	$0	$0	$0		0%	0%	0.58	0.59		$0	$0	$0	$0	$0	$0	$0

EXHIBIT H-2 TUMF Network Detailed Cost Estimate - Existing Need and Obligated Funding

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE	MAX TUMF MSHCP SHARE	EXIST NEED LOS E&F SEGMENT DESCRIPTION	% EXIST NEED	>2 LANE ADJST	EXIST V/C	FUTURE V/C	TUMF V/C SHARE	EXIST NEED	OBLIGATED	UNFUND EXIST NEED	MSHCP	MSHCP EXIST NEED	MSHCP UNFUND EXIST NEED	COMBINED UNFUND EXIST NEED
Northwest	Eastvale	Archibald	Remington	River		$3,382,000	$3,382,000	$0	Between Whispering Hills and Caderza, and Providence and San Bernardino County	24%	24%	0.62	0.93		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Hamner	Mission	Bellegrave		$0	$0	$0	Between Ontario Ranch and Micro, and Riverside and Mission	44%	44%	0.86	1.30		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Hamner	Bellegrave	Amberhill		$199,000	$199,000	$0		0%	0%	0.57	1.16		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Hamner	Amberhill	Limonite		$2,787,000	$2,787,000	$72,000		0%	0%	0.68	1.08		$0	$0	$0	$72,000	$0	$0	$0
Northwest	Eastvale	Hamner	Limonite	Schleisman		$991,000	$991,000	$0		0%	0%	0.38	0.63		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Hamner	Schleisman	Santa Ana River		$5,533,000	$3,675,000	$96,000	Between Schleisman and Santa Ana River	100%	50%	1.24	1.41	33%	$1,858,000	$0	$1,858,000	$144,000	$48,000	$48,000	$1,906,000
Northwest	Eastvale	Hellman	Schleisman	Walters		$419,000	$419,000	$3,000		0%	0%	0.86	1.69		$0	$0	$0	$3,000	$0	$0	$0
Northwest	Eastvale	Hellman	Walters	River		$21,503,000	$21,503,000	$160,000		0%	0%	0.69	1.44		$0	$0	$0	$160,000	$0	$0	$0
Northwest	Eastvale	Hellman	Cucamonga Creek	bridge		$3,828,000	$3,828,000	$132,000		0%	0%	0.69	1.44		$0	$0	$0	$132,000	$0	$0	$0
Northwest	Eastvale	Limonite	I-15	Eastvale Gateway		$289,000	$289,000	$0	Between I-15 and Eastvale Gateway	100%	100%	0.93	1.32	92%	$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Limonite	I-15	interchange		$0	$0	$0		0%	0%	0.67	1.07		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Limonite	Eastvale Gateway	Hamner		$255,000	$255,000	$0	Between Eastvale Gateway and Hamner	100%	100%	0.95	1.36	90%	$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Limonite	Hamner	Sumner		$1,094,000	$1,094,000	$28,000	Between Hamner and Scholar	50%	50%	0.80	1.16		$0	$0	$0	$28,000	$0	$0	$0
Northwest	Eastvale	Limonite	Sumner	Harrison		$497,000	$497,000	$0		0%	0%	0.77	0.97		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Limonite	Harrison	Archibald		$0	$0	$0		0%	0%	0.55	0.70		$0	$0	$0	$0	$0	$0	$0
Northwest	Eastvale	Limonite	Archibald	Hellman (Keller SBD Co.)		$2,208,000	$2,208,000	$57,000		0%	0%	0.00	0.35		$0	$0	$0	$57,000	$0	$0	$0
Northwest	Eastvale	Limonite	Cucamonga Creek	bridge		$13,920,000	$0	$0		0%	0%	0.64	0.75		$0	$13,920,000	$0	$480,000	$0	$0	$0
Northwest	Eastvale	River	Hellman	Archibald		$5,948,000	$5,948,000	$44,000		0%	0%	0.67	1.01		$0	$0	$0	$44,000	$0	$0	$0
Northwest	Jurupa Valley	Armstrong	San Bernardino County	Valley		$6,192,000	$6,192,000	$176,000	Between Sierra and Valley	33%	33%	0.83	1.14		$0	$0	$0	$176,000	$0	$0	$0
Northwest	Jurupa Valley	Bellegrave	Cantu-Galleano Ranch	Van Buren		$464,000	$464,000	$12,000		0%	0%	0.43	0.78		$0	$0	$0	$12,000	$0	$0	$0
Northwest	Jurupa Valley	Cantu-Galleano Ranch	Wineville	Bellegrave		$793,000	$793,000	$21,000		0%	0%	0.14	0.27		$0	$0	$0	$21,000	$0	$0	$0
Northwest	Jurupa Valley	Etiwanda	Philadelphia	SR-60		$1,515,000	$989,000	$25,000	Between San Bernardino County and SR-60	100%	100%	1.11	1.49	65%	$526,000	$0	$526,000	$39,000	$14,000	$14,000	$540,000
Northwest	Jurupa Valley	Etiwanda	SR-60	Limonite		$0	$0	$0	Between SR-60 and Riverside, and Cantu Galleano Ranch and Coral	12%	12%	0.61	0.84		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Limonite	I-15	Wineville		$0	$0	$0	Between I-15 and I-15 NB On Ramp	15%	15%	0.82	0.90		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Limonite	Wineville	Etiwanda		$0	$0	$0	Between Etiwanda and Lorena	9%	9%	0.76	0.80		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Limonite	Etiwanda	Van Buren		$2,981,000	$2,981,000	$77,000	Between Bain and Beach	23%	23%	0.80	0.91		$0	$0	$0	$77,000	$0	$0	$0
Northwest	Jurupa Valley	Limonite	Van Buren	Clay		$0	$0	$0		0%	0%	0.67	0.84		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Limonite	Clay	Riverview		$0	$0	$0		0%	0%	0.64	0.79		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Market	Rubidoux	Santa Ana River		$5,181,000	$0	$0	Between Rubidoux and Aqua Mansa, and Via Cerro and Santa Ana River	40%	40%	0.86	1.06		$0	$5,181,000	$0	$135,000	$0	$0	$0
Northwest	Jurupa Valley	Market	Santa Ana River	bridge		$13,920,000	$6,204,000	$214,000		0%	0%	1.13	1.32	45%	$7,716,000	$0	$7,716,000	$480,000	$0	$0	$7,716,000
Northwest	Jurupa Valley	Mission	Milliken	SR-60		$0	$0	$0	Between Milliken and Wineville, and SR-60 to SR-60 EB Off Ramp	58%	58%	0.90	1.06		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Mission	SR-60	Santa Ana River		$0	$0	$0	Between Jurupa and Canal, Riverview and Rubidoux, and Crestmore and Santa Ana River	13%	13%	0.57	0.78		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Riverview	Limonite	Mission		$0	$0	$0		0%	0%	0.55	0.56		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Rubidoux	Pine	Mission		$0	$0	$0	Between SR-60 WB and 30th, and 24th and Market	9%	9%	0.86	1.11		$0	$0	$0	$0	$0	$0	$0
Northwest	Jurupa Valley	Rubidoux	SR-60	interchange		$32,698,000	$9,051,000	$0		0%	0%	1.61	1.88	28%	$23,647,000	$0	$23,647,000	$0	$0	$0	$23,647,000
Northwest	Jurupa Valley	Valley	Armstrong	Mission		$0	$0	$0	Between Armstrong and Mission	100%	100%	1.22	1.47	44%	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	1st	Parkridge	Mountain		$0	$0	$0		0%	0%	0.75	0.89		$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	1st	Mountain	Hamner		$0	$0	$0		0%	0%	0.38	0.51		$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	2nd	River	I-15		$0	$0	$0	Between Hamner and I-15 SB On Ramp	7%	7%	0.74	0.85		$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	6th	Hamner	California		$0	$0	$0	Between Hamner and I-15 NB On Ramp	9%	9%	0.68	0.76		$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	6th	I-15	interchange		$32,698,000	$3,489,000	$0		0%	0%	2.57	2.77	11%	$29,209,000	$0	$29,209,000	$0	$0	$0	$29,209,000
Northwest	Norco	Arlington	Crestview	Fairhaven		$4,342,000	$4,342,000	$113,000	Between Crestview and Fairhaven	100%	100%	0.79	0.94		$0	$0	$0	$113,000	$0	$0	$0
Northwest	Norco	California	Arlington	6th		$15,237,000	$12,525,000	$93,000	Between Arlington and 7th, and Green Tree ans 6th	78%	78%	0.96	1.14	77%	$2,712,000	$0	$2,712,000	$113,000	$20,000	$20,000	$2,732,000
Northwest	Norco	Corydon	River	5th		$0	$0	$0		0%	0%	0.52	0.78		$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	Hamner	Santa Ana River	bridge		$33,408,000	$11,455,000	$395,000		0%	0%	1.41	1.67	34%	$21,953,000	$21,621,000	$332,000	$1,152,000	$0	$0	$332,000
Northwest	Norco	Hamner	Santa Ana River	Hidden Valley		$49,591,000	$49,591,000	$368,000	Between Detroit and Santa Ana River	6%	6%	0.65	0.80		$0	$0	$0	$368,000	$0	$0	$0
Northwest	Norco	Hidden Valley	I-15	Norco Hills		$0	$0	$0	Between I-15 to I-15 NB On Ramp	3%	3%	0.55	0.70		$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	Hidden Valley	Hamner	I-15		$0	$0	$0	Between Hamner and I-15	100%	100%	1.14	1.23	27%	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	Norco	Corydon	Hamner		$0	$0	$0		0%	0%	0.33	0.48		$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	North	California	Crestview		$0	$0	$0	Between California and Crestview	100%	100%	0.96	1.19	80%	$0	$0	$0	$0	$0	$0	$0
Northwest	Norco	River	Archibald	Corydon		$1,743,000	$1,109,000	$8,000	Between Archibald and Sundance	79%	79%	1.20	1.56	54%	$634,000	$0	$634,000	$13,000	$5,000	$5,000	$639,000
Northwest	Riverside	14th	Market	Martin Luther King		$0	$0	$0		0%	0%	0.66	0.76		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	1st	Market	Main		$0	$0	$0		0%	0%	0.24	0.50		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	3rd	SR-91	I-215		$1,941,000	$1,941,000	$14,000		0%	0%	0.49	0.59		$0	$0	$0	$14,000	$0	$0	$0
Northwest	Riverside	3rd	BNSF	railroad crossing		$105,560,000	$30,560,000	$1,054,000		0%	0%	0.77	0.90		$0	$75,000,000	$0	$3,640,000	$0	$0	$0
Northwest	Riverside	Adams	Arlington	SR-91		$0	$0	$0		0%	0%	0.49	0.48		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Adams	SR-91	Lincoln		$0	$0	$0		0%	0%	0.44	0.64		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Adams	SR-91	interchange		$32,698,000	$3,262,000	$0		0%	0%	1.46	1.52	10%	$29,436,000	$935,000	$28,501,000	$0	$0	$0	$28,501,000
Northwest	Riverside	Arlington	Fairhaven	La Sierra		$0	$0	$0		0%	0%	0.68	0.77		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Buena Vista	Santa Ana River	Redwood		$0	$0	$0		0%	0%	0.83	1.17		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Canyon Crest	Martin Luther King	Central		$0	$0	$0	Between Martin Luther King and El Cerrito	71%	71%	1.02	1.16	55%	$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Canyon Crest	Central	Country Club		$0	$0	$0		0%	0%	0.70	0.77		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Canyon Crest	Country Club	Via Vista		$4,996,000	$1,593,000	$45,000	Between Country Club and Via Vista	100%	100%	1.30	1.48	32%	$3,403,000	$0	$3,403,000	$142,000	$97,000	$97,000	$3,500,000
Northwest	Riverside	Canyon Crest	Via Vista	Alessandro		$0	$0	$0		0%	0%	0.59	0.72		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Central	Chicago	I-215/SR-60		$0	$0	$0	Between Chicago and Chapala, and Canyon Crest and Quail Run	32%	32%	0.80	0.96		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Central	SR-91	Magnolia		$0	$0	$0	Between SR-91 and SR-91 SB On Ramp	6%	6%	0.64	0.71		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Central	Alessandro	SR-91		$0	$0	$0	Between SR-91 and SR-91 NB On Ramp, and Nottingham and 420 ft West	5%	5%	0.75	0.87		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Central	Van Buren	Magnolia		$0	$0	$0		0%	0%	0.43	0.53		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Chicago	Alessandro	Spruce		$0	$0	$0	Between Martin Luther King and Ransom	43%	43%	0.85	0.99		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Chicago	Spruce	Columbia		$0	$0	$0		0%	0%	0.72	0.85		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Columbia	Main	Iowa		$0	$0	$0		0%	0%	0.62	0.71		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Columbia	I-215	interchange		$32,698,000	$9,050,000	$0		0%	0%	2.96	3.74	28%	$23,648,000	$0	$23,648,000	$0	$0	$0	$23,648,000
Northwest	Riverside	Iowa	Center	3rd		$30,272,000	$30,272,000	$225,000	Between Palmyrita and Columbia	11%	11%	0.82	0.93		$0	$0	$0	$225,000	$0	$0	$0
Northwest	Riverside	Iowa	3rd	University		$0	$0	$0		0%	0%	0.65	0.73		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Iowa	University	Martin Luther King		$0	$0	$0		0%	0%	0.24	0.36		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	JFK	Trautwein	Wood		$1,880,000	$1,880,000	$49,000		0%	0%	0.54	0.68		$0	$0	$0	$49,000	$0	$0	$0
Northwest	Riverside	La Sierra	Arlington	SR-91		$0	$0	$0		0%	0%	0.43	0.51		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	La Sierra	SR-91	Indiana		$192,000	$192,000	$0		0%	0%	0.77	0.85		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	La Sierra	Indiana	Victoria		$778,000	$778,000	$0		0%	0%	0.71	0.80		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Lemon (NB One way)	Mission Inn	University		$0	$0	$0		0%	0%	0.11	0.15		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Lincoln	Van Buren	Jefferson		$0	$0	$0		0%	0%	0.23	0.48		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Lincoln	Jefferson	Washington		$0	$0	$0		0%	0%	0.26	0.49		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Lincoln	Washington	Victoria		$0	$0	$0		0%	0%	0.39	0.56		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Madison	SR-91	Victoria		$853,000	$853,000	$0		0%	0%	0.65	0.66		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Madison	BNSF	railroad crossing		$20,010,000	$20,010,000	$690,000		0%	0%	0.81	0.80		$0	$0	$0	$690,000	$0	$0	$0
Northwest	Riverside	Magnolia	BNSF Railroad	Tyler		$0	$0	$0	Between Buchanan and SR-91 EB On Ramp, and SR-91 to La Sierra	53%	53%	0.82	0.96		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Magnolia	BNSF	railroad crossing		$0	$0	$0		0%	0%	0.90	1.04		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Magnolia	Tyler	Harrison		$0	$0	$0		0%	0%	0.52	0.66		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Magnolia	Harrison	14th		$0	$0	$0		0%	0%	0.62	0.79		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Main	1st	San Bernardino County		$0	$0	$0	Between Columbia and San Bernardino County, and SR-60 WB On Ramp to SR-60 EB On Ramp	43%	43%	0.76	0.94		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Market	14th	Santa Ana River		$9,491,000	$9,491,000	$70,000	Between Rivera and Santa Ana River	21%	21%	0.72	0.92		$0	$0	$0	$70,000	$0	$0	$0
Northwest	Riverside	Martin Luther King	14th	I-215/SR-60		$24,031,000	$24,031,000	$178,000	Between Victoria and Sedgwick, and Iowa and I-215 SB On Ramp	41%	41%	0.78	0.87		$0	$0	$0	$178,000	$0	$0	$0
Northwest	Riverside	Mission Inn	Redwood	Lemon		$0	$0	$0		0%	0%	0.26	0.47		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Redwood (SB One way)	Mission Inn	University		$0	$0	$0		0%	0%	0.59	0.74		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Trautwein	Alessandro	Van Buren		$0	$0	$0	Between Mission Grove and Orange Terrace	43%	43%	0.88	1.04		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Tyler	SR-91	Magnolia		$0	$0	$0		0%	0%	0.31	0.37		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Tyler	SR-91	interchange		$63,061,000	$21,814,000	$0		0%	0%	1.56	1.90	35%	$41,247,000	$0	$41,247,000	$0	$0	$0	$41,247,000
Northwest	Riverside	Tyler	Magnolia	Hole		$0	$0	$0		0%	0%	0.30	0.30		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Tyler	Hole	Wells		$0	$0	$0		0%	0%	0.52	0.53		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Tyler	Wells	Arlington		$0	$0	$0		0%	0%	0.59	0.62		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	University	Redwood	SR-91		$859,000	$859,000	$0		0%	0%	0.60	0.71		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	University	SR-91	I-215/SR-60		$2,067,000	$2,067,000	$0	Between SR-60 and SR-60 SB On Ramp	2%	2%	0.52	0.65		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Victoria	Lincoln	Arlington		$0	$0	$0		0%	0%	0.86	1.11		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Victoria	Madison	Washington		$0	$0	$0		0%	0%	0.36	0.55		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Washington	Victoria	Hermosa		$27,018,000	$27,018,000	$201,000	Between Dufferin and Overlook, and Bradley and Hermosa	34%	34%	0.83	0.94		$0	$0	$0	$201,000	$0	$0	$0
Northwest	Riverside	Wood	JFK	Van Buren		$3,053,000	$3,053,000	$79,000		0%	0%	0.81	1.03		$0	$0	$0	$79,000	$0	$0	$0
Northwest	Riverside	Wood	Van Buren	Bergamont		$0	$0	$0		0%	0%	0.50	0.69		$0	$0	$0	$0	$0	$0	$0
Northwest	Riverside	Wood	Bergamont	Krameria		$0	$0	$0		0%	0%	0.55	0.77		$0	$0	$0	$0	$0	$0	$0

EXHIBIT H-2 TUMF Network Detailed Cost Estimate - Existing Need and Obligated Funding

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE	MAX TUMF MSHCP SHARE	EXIST NEED LOS E&F SEGMENT DESCRIPTION	% EXIST NEED	>2 LANE ADJST	EXIST V/C	FUTURE V/C	TUMF V/C SHARE	EXIST NEED	OBLIGATED	UNFUND EXIST NEED	MSHCP	MSHCP EXIST NEED	MSHCP UNFUND EXIST NEED	COMBINED UNFUND EXIST NEED
Northwest		Unincorporatec	Cantu-Galleano Ranch	Hamner	Wineville	$0	$0	$0		0%	0%	0.47	0.95		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Dos Lagos (Weirick)	Temescal Canyon	I-15	$0	$0	$0	Between I-15 and I-15 NB On Ramp	22%	22%	0.52	0.72		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	El Cerrito	I-15	Ontario	$0	$0	$0		0%	0%	0.15	0.26		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	El Sobrante	Mockingbird Canyon	Cajalco	$0	$0	$0		0%	0%	0.62	0.78		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Harley John	Washington	Scottsdale	$0	$0	$0		0%	0%	0.38	0.65		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Harley John	Scottsdale	Cajalco	$0	$0	$0		0%	0%	0.38	0.73		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	La Sierra	Victoria	El Sobrante	$0	$0	$0	Between Victoria and Orchard View	40%	40%	0.85	1.03		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	La Sierra	El Sobrante	Cajalco	$0	$0	$0		0%	0%	0.50	0.83		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Mockingbird Canyon	Van Buren	El Sobrante	$20,871,000	$20,871,000	$593,000	Between Van Buren and Lindina	31%	31%	0.76	0.97		$0	$0	$0	$593,000	$0	$0	$0
Northwest		Unincorporatec	Temescal Canyon	El Cerrito	Tuscany	$3,168,000	$0	$0		0%	0%	0.68	1.07		$0	$3,168,000	$0	$90,000	$0	$0	$0
Northwest		Unincorporatec	Temescal Canyon	Tuscany	Dos Lagos	$0	$0	$0		0%	0%	0.72	1.08		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Temescal Canyon	Dos Lagos	Leroy	$0	$0	$0		0%	0%	0.48	0.74		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Temescal Canyon	Leroy	Dawson Canyon	$0	$0	$0		0%	0%	0.46	0.71		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Temescal Canyon	Dawson Canyon	I-15	$0	$0	$0	Between I-15 NB On Ramp and 1000 ft North	43%	43%	0.66	1.01		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Temescal Canyon	I-15	interchange	$32,698,000	$32,698,000	$0		0%	0%	0.85	1.35		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Temescal Canyon	I-15	Park Canyon	$14,329,000	$14,329,000	$427,000	Between I-15 SB On Ramp and Squaw Mountain	27%	27%	0.69	1.02		$0	$0	$0	$427,000	$0	$0	$0
Northwest		Unincorporatec	Temescal Canyon	Park Canyon	Indian Truck Trail	$0	$0	$0		0%	0%	0.02	0.12		$0	$0	$0	$0	$0	$0	$0
Northwest		Unincorporatec	Washington	Hermosa	Harley John	$12,787,000	$12,787,000	$332,000		0%	0%	0.73	0.92		$0	$0	$0	$332,000	$0	$0	$0
Northwest		Unincorporatec	Wood	Krameria	Cajalco	$12,537,000	$12,537,000	$325,000	Between Krameria and Mariposa	17%	17%	0.56	0.83		$0	$0	$0	$325,000	$0	$0	$0
Pass		Banning	8th	Wilson	I-10	$0	$0	$0		0%	0%	0.25	0.37		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Lincoln	Sunset	SR-243	$0	$0	$0		0%	0%	0.14	0.16		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Ramsey	I-10	8th	$0	$0	$0		0%	0%	0.10	0.13		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Ramsey	8th	Highland Springs	$0	$0	$0		0%	0%	0.24	0.33		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	SR-243	I-10	Wesley	$0	$0	$0		0%	0%	0.31	0.46		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Sun Lakes	Highland Home	Sunset	$30,502,000	$30,502,000	$226,000		0%	0%	0.10	0.11		$0	$0	$0	$226,000	$0	$0	$0
Pass		Banning	Sun Lakes	Smith Creek	bridge	$8,352,000	$8,352,000	$288,000		0%	0%	0.10	0.11		$0	$0	$0	$288,000	$0	$0	$0
Pass		Banning	Sun Lakes	Montgomery Creek	bridge	$5,568,000	$5,568,000	$192,000		0%	0%	0.10	0.11		$0	$0	$0	$192,000	$0	$0	$0
Pass		Banning	Sun Lakes	Highland Springs	Highland Home	$0	$0	$0		0%	0%	0.04	0.05		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Sunset	Ramsey	Lincoln	$0	$0	$0		0%	0%	0.13	0.23		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Sunset	I-10	interchange	$32,698,000	$32,698,000	$0		0%	0%	0.53	0.91		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Wilson	Highland Home	8th	$0	$0	$0		0%	0%	0.06	0.12		$0	$0	$0	$0	$0	$0	$0
Pass		Banning	Wilson	Highland Springs	Highland Home	$0	$0	$0		0%	0%	0.14	0.24		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	1st	Viele	Pennsylvania	$0	$0	$0		0%	0%	0.48	0.57		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	1st	Pennsylvania	Highland Springs	$0	$0	$0		0%	0%	0.51	0.71		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	6th	I-10	Highland Springs	$0	$0	$0		0%	0%	0.23	0.47		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Desert Lawn	Champions	Oak Valley (STC)	$0	$0	$0		0%	0%	0.45	0.80		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Oak Valley (14th)	Highland Springs	Pennsylvania	$0	$0	$0		0%	0%	0.05	0.11		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Oak Valley (14th)	Pennsylvania	Oak View	$0	$0	$0		0%	0%	0.14	0.26		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Oak Valley (14th)	Oak View	I-10	$0	$0	$0		0%	0%	0.69	1.04		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Oak Valley (14th)	I-10	interchange	$63,061,000	$62,401,000	$0		0%	0%	0.90	1.14	99%	$660,000	$0	$660,000	$0	$0	$0	$660,000
Pass		Beaumont	Oak Valley (STC)	UP Railroad	Tukwet Canyon	$0	$0	$0		0%	0%	0.01	0.23		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Oak Valley (STC)	Tukwet Canyon	I-10	$0	$0	$0		0%	0%	0.09	0.38		$0	$0	$0	$0	$0	$0	$0
Pass		Beaumont	Pennsylvania	6th	1st	$6,588,000	$6,588,000	$49,000		0%	0%	0.52	0.74		$0	$0	$0	$49,000	$0	$0	$0
Pass		Beaumont	Pennsylvania	I-10	interchange	$0	$0	$0		0%	0%	0.51	0.63		$0	$0	$0	$0	$0	$0	$0
Pass		Calimesa	Bryant	County Line	Avenue L	$0	$0	$0		0%	0%	0.38	0.61		$0	$0	$0	$0	$0	$0	$0
Pass		Calimesa	Calimesa	County Line	I-10	$0	$0	$0		0%	0%	0.13	0.38		$0	$0	$0	$0	$0	$0	$0
Pass		Calimesa	Calimesa	I-10	interchange	$63,061,000	$63,061,000	$0		0%	0%	0.54	1.59		$0	$0	$0	$0	$0	$0	$0
Pass		Calimesa	County Line	7th	Bryant	$0	$0	$0	Between I-10 WB On Ramp and Calimesa, and Park and 5th	13%	13%	0.54	0.71		$0	$0	$0	$0	$0	$0	$0
Pass		Calimesa	County Line	I-10	interchange	$32,698,000	$32,698,000	$0		0%	0%	0.88	1.26		$0	$0	$0	$0	$0	$0	$0
Pass		Calimesa	Desert Lawn	Palmer	Champions	$0	$0	$0		0%	0%	0.04	0.44		$0	$0	$0	$0	$0	$0	$0
Pass		Calimesa	Singleton	Avenue L	Condit	$0	$0	$0		0%	0%	0.43	0.64		$0	$0	$0	$0	$0	$0	$0
Pass		Calimesa	Singleton	Condit	Roberts	$12,972,000	$12,972,000	$96,000		0%	0%	0.74	1.14		$0	$0	$0	$96,000	$0	$0	$0
Pass		Calimesa	Singleton	I-10	interchange	$63,061,000	$0	$0		0%	0%	1.04	0.99	0%	$63,061,000	$0	$63,061,000	$0	$0	$0	$63,061,000
Pass		Calimesa	Tukwet Canyon	Roberts Rd	Palmer	$0	$0	$0		0%	0%	0.71	1.37		$0	$0	$0	$0	$0	$0	$0
Pass		Unincorporatec	Live Oak Canyon	Oak Valley (STC)	San Bernardino County	$0	$0	$0		0%	0%	0.36	0.47		$0	$0	$0	$0	$0	$0	$0
Pass		Unincorporatec	San Timoteo Canyon	San Bernardino County	UP Railroad	$0	$0	$0	Between San Bernardino County and Redlands	22%	22%	0.31	0.66		$0	$0	$0	$0	$0	$0	$0
Pass		Unincorporatec	San Timoteo Canyon	UP Railroad	railroad crossing	$52,780,000	$52,780,000	$1,820,000		0%	0%	0.08	0.48		$0	$0	$0	$1,820,000	$0	$0	$0
San Jacinto		Hemet	Sanderson	Domenigoni	Stetson	$0	$0	$0	Between Stetson and Thornton	26%	26%	0.79	1.11		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	Sanderson	RR Crossing	Acacia	$0	$0	$0		0%	0%	0.82	0.97		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	Sanderson	Stetson	RR Crossing	$0	$0	$0		0%	0%	0.77	1.11		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	Sanderson	Menlo	Esplanade	$0	$0	$0		0%	0%	0.72	0.95		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	SR-74 (Florida)	Warren	Cawston	$0	$0	$0		0%	0%	0.62	0.96		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	SR-74 (Florida)	Columbia	Ramona	$0	$0	$0		0%	0%	0.47	0.57		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	SR-74/SR-79 (Florida)	Cawston	Columbia	$0	$0	$0		0%	0%	0.38	0.63		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	State	Domenigoni	Chambers	$0	$0	$0		0%	0%	0.44	0.92		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	State	Chambers	Stetson	$0	$0	$0		0%	0%	0.51	0.93		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	State	Florida	Esplanade	$0	$0	$0		0%	0%	0.33	0.53		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	State	Stetson	Florida	$0	$0	$0		0%	0%	0.57	0.80		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	Stetson	Cawston	State	$0	$0	$0		0%	0%	0.49	0.68		$0	$0	$0	$0	$0	$0	$0
San Jacinto		Hemet	Stetson	Warren	Cawston	$4,357,000	$4,357,000	$113,000		0%	0%	0.59	0.96		$0	$0	$0	$113,000	$0	$0	$0
San Jacinto		Hemet	Warren	Esplanade	Domenigoni	$19,926,000	$19,926,000	$517,000	Between Devonshire and Stetson	31%	31%	0.79	1.10		$0	$0	$0	$517,000	$0	$0	$0
San Jacinto		Hemet	Warren	Salt Creek	bridge	$4,176,000	$4,176,000	$144,000		0%	0%	0.64	1.05		$0	$0	$0	$144,000	$0	$0	$0
San Jacinto		San Jacinto	Esplanade	Mountain	State	$0	$0	$0		0%	0%	0.33	0.39		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	Esplanade	State	Warren	$0	$0	$0		0%	0%	0.37	0.55		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	Sanderson	Ramona	Esplanade	$0	$0	$0		0%	0%	0.53	0.84		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	SR-79 (North Ramona)	State	San Jacinto	$0	$0	$0		0%	0%	0.55	0.70		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	SR-79 (San Jacinto)	North Ramona Blvd	7th	$0	$0	$0		0%	0%	0.70	0.80		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	SR-79 (San Jacinto)	7th	SR-74	$0	$0	$0		0%	0%	0.32	0.46		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	State	Ramona	Esplanade	$0	$0	$0		0%	0%	0.60	0.78		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	State	Gilman Springs	Quandt Ranch	$3,317,000	$3,317,000	$86,000		0%	0%	0.82	1.01		$0	$0	$0	$86,000	$0	$0	$0
San Jacinto		San Jacinto	State	San Jacinto River	bridge	$0	$0	$0		0%	0%	0.86	1.03		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	State	Quandt Ranch	Ramona	$0	$0	$0		0%	0%	0.39	0.46		$0	$0	$0	$0	$0	$0	$0
San Jacinto		San Jacinto	Warren	Ramona	Esplanade	$13,469,000	$13,469,000	$350,000		0%	0%	0.67	0.89		$0	$0	$0	$350,000	$0	$0	$0
San Jacinto		Unincorporatec	Gilman Springs	Sanderson	State	$11,097,000	$11,097,000	$288,000		0%	0%	0.83	1.07		$0	$0	$0	$288,000	$0	$0	$0
San Jacinto		Unincorporatec	Gilman Springs	Massacre Canyon Wash	bridge	$1,392,000	$1,392,000	$48,000		0%	0%	0.85	1.11		$0	$0	$0	$48,000	$0	$0	$0
San Jacinto		Unincorporatec	SR-79 (Winchester)	SR-74 (Florida)	Domenigoni	$0	$0	$0		0%	0%	0.66	1.05		$0	$0	$0	$0	$0	$0	$0

EXHIBIT H-2 TUMF Network Detailed Cost Estimate - Existing Need and Obligated Funding

Updated: July 23, 2024

AREA	PLAN DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE	MAX TUMF MSHCP SHARE	EXIST NEED LOS E&F SEGMENT DESCRIPTION	% EXIST NEED	>2 LANE ADJST	EXIST V/C	FUTURE V/C	TUMF V/C SHARE	EXIST NEED	OBLIGATED	UNFUND EXIST NEED	MSHCP	MSHCP EXIST NEED	MSHCP UNFUND EXIST NEED	COMBINED UNFUND EXIST NEED
Southwest	Lake Elsinore	Corydon	Mission	Grand	$3,336,000	$3,336,000	$87,000		0%	0%	0.73	1.02		$0	$0	$0	$87,000	$0	$0	$0
Southwest	Lake Elsinore	Diamond	Mission	I-15	$0	$0	$0		0%	0%	0.73	0.93		$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Franklin (integral to Railroad C	I-15	interchange	$32,698,000	$32,698,000	$0		0%	0%	0.66	1.25		$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Grand	Lincoln	Toft	$0	$0	$0		0%	0%	0.47	0.65		$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Grand	Toft	SR-74 (Riverside)	$3,512,000	$3,512,000	$91,000		0%	0%	0.68	0.92		$0	$0	$0	$91,000	$0	$0	$0
Southwest	Lake Elsinore	Lake	I-15	Lincoln	$39,817,000	$32,726,000	$335,000	Between Orange Grove and the I-15 SB On Ramp	76%	76%	0.99	1.28	77%	$7,091,000	$0	$7,091,000	$407,000	$73,000	$73,000	$7,164,000
Southwest	Lake Elsinore	Lake	I-15	interchange	$32,698,000	$15,771,000	$0		0%	0%	1.08	1.25	48%	$16,927,000	$0	$16,927,000	$0	$0	$0	$16,927,000
Southwest	Lake Elsinore	Lake	Temescal Wash	bridge	$2,506,000	$1,150,000	$39,000		0%	0%	1.12	1.31	46%	$1,356,000	$0	$1,356,000	$86,000	$0	$0	$1,356,000
Southwest	Lake Elsinore	Mission	Railroad Canyon	Bundy Canyon	$0	$0	$0		0%	0%	0.48	0.74		$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	Nichols	I-15	Lake	$7,850,000	$7,850,000	$204,000		0%	0%	0.59	0.96		$0	$0	$0	$204,000	$0	$0	$0
Southwest	Lake Elsinore	Nichols	Temescal Wash	bridge	$4,176,000	$4,176,000	$144,000		0%	0%	0.63	1.12		$0	$0	$0	$144,000	$0	$0	$0
Southwest	Lake Elsinore	Nichols	I-15	interchange	$63,061,000	$63,061,000	$0		0%	0%	0.63	1.12		$0	$0	$0	$0	$0	$0	$0
Southwest	Lake Elsinore	SR-74 (Collier/Riverside)	I-15	Lakeshore	$24,303,000	$24,303,000	$180,000	Between Strickland and Collier	31%	31%	0.86	1.05		$0	$0	$0	$180,000	$0	$0	$0
Southwest	Lake Elsinore	SR-74 (Grand)	Riverside	SR-74 (Ortega)	$9,733,000	$3,691,000	$27,000	Between Riverside and Ortega	100%	100%	1.19	1.37	38%	$6,042,000	$0	$6,042,000	$72,000	$45,000	$45,000	$6,087,000
Southwest	Lake Elsinore	SR-74 (Riverside)	Lakeshore	Grand	$20,175,000	$20,175,000	$150,000	Between Lakeshore and Raven	31%	31%	0.78	0.91		$0	$0	$0	$150,000	$0	$0	$0
Southwest	Lake Elsinore	Temescal Canyon	I-15	Lake	$7,411,000	$7,411,000	$211,000		0%	0%	0.64	1.17		$0	$0	$0	$211,000	$0	$0	$0
Southwest	Lake Elsinore	Temescal Canyon	Temescal Wash	bridge	$3,480,000	$3,480,000	$120,000		0%	0%	0.85	1.28		$0	$0	$0	$120,000	$0	$0	$0
Southwest	Murrieta	California Oaks	Jefferson	I-15	$0	$0	$0		0%	0%	0.47	0.61		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	California Oaks	I-15	Jackson	$0	$0	$0		0%	0%	0.76	0.89		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	California Oaks	Jackson	Clinton Keith	$0	$0	$0		0%	0%	0.65	0.77		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Jackson	Whitewood	Ynez	$0	$0	$0		0%	0%	0.32	0.62		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Jefferson	Palomar	Nutmeg	$1,562,000	$1,562,000	$44,000		0%	0%	0.07	0.10		$0	$0	$0	$44,000	$0	$0	$0
Southwest	Murrieta	Jefferson	Nutmeg	Murrieta Hot Springs	$0	$0	$0		0%	0%	0.46	0.63		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Jefferson	Murrieta Hot Springs	Cherry	$30,634,000	$30,634,000	$227,000		0%	0%	0.47	0.80		$0	$0	$0	$227,000	$0	$0	$0
Southwest	Murrieta	Keller	I-215	Whitewood	$0	$0	$0		0%	0%	0.20	0.45		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Keller	I-215	interchange	$0	$0	$0		0%	0%	0.09	0.06		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Los Alamos	Jefferson	I-215	$0	$0	$0		0%	0%	0.24	0.38		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	Jefferson	I-215	$0	$0	$0	Between Hancock and I-215	17%	17%	0.62	0.90		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	I-215	Margarita	$0	$0	$0	Between I-215 and I-215 NB On Ramp, and Alta Murrieta and St. Maria	11%	11%	0.82	1.08		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Murrieta Hot Springs	Margarita	SR-79 (Winchester)	$4,057,000	$3,899,000	$101,000	Between Margarita and Calle del Lago	57%	57%	0.93	1.33	93%	$158,000	$0	$158,000	$105,000	$4,000	$4,000	$162,000
Southwest	Murrieta	Nutmeg	Jefferson	Clinton Keith	$0	$0	$0		0%	0%	0.45	0.69		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Whitewood	Clinton Keith	Los Alamos	$2,708,000	$2,708,000	$77,000		0%	0%	0.45	0.76		$0	$0	$0	$77,000	$0	$0	$0
Southwest	Murrieta	Whitewood	Los Alamos	Murrieta Hot Springs	$0	$0	$0		0%	0%	0.45	0.75		$0	$0	$0	$0	$0	$0	$0
Southwest	Murrieta	Whitewood	Murrieta Hot Springs	Jackson	$4,629,000	$4,629,000	$47,000		0%	0%	0.15	0.16		$0	$0	$0	$47,000	$0	$0	$0
Southwest	Murrieta	Ynez	Jackson	SR-79 (Winchester)	$0	$0	$0		0%	0%	0.62	1.00		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Butterfield Stage	Murrieta Hot Springs	Calle Chapos	$816,000	$816,000	$0		0%	0%	0.61	1.15		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Butterfield Stage	Calle Chapos	La Serena	$696,000	$696,000	$0		0%	0%	0.58	0.93		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Butterfield Stage	La Serena	Rancho California	$904,000	$904,000	$0	Between La Serena and Rancho California	100%	100%	0.95	1.21	85%	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Butterfield Stage	Rancho California	Pauba	$846,000	$846,000	$0	Between Rancho California and Creek	5%	5%	0.55	0.88		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Butterfield Stage	Pauba	SR-79 (Temecula Pkwy)	$725,000	$725,000	$21,000		0%	0%	0.49	0.84		$0	$0	$0	$21,000	$0	$0	$0
Southwest	Temecula	Jefferson	Cherry	Rancho California	$2,285,000	$2,285,000	$0		0%	0%	0.34	0.92		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Margarita	Murrieta Hot Springs	SR-79 (Temecula Pkwy)	$7,644,000	$7,644,000	$0	Between Winchester and Campos Verdes, and Solana and 250 ft North of Ramsey	5%	5%	0.65	1.04		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Old Town Front	Rancho California	I-15/SR-79 (Temecula Pkwy)	$0	$0	$0		0%	0%	0.68	1.37		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Pechanga Pkwy	SR-79 (Temecula Pkwy)	Via Gilberto	$0	$0	$0		0%	0%	0.72	1.02		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Pechanga Pkwy	Via Gilberto	Pechanga Pkwy	$0	$0	$0		0%	0%	0.42	0.52		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	Rancho California	Jefferson	Margarita	$18,254,000	$18,181,000	$101,000	Between I-15 SB On Ramp and I-15, and Moraga and Cosmic	40%	40%	0.90	1.37	99%	$73,000	$0	$73,000	$101,000	$0	$0	$73,000
Southwest	Temecula	Rancho California	I-15	interchange	$32,698,000	$0	$0		0%	0%	1.55	2.67	63%	$12,098,000	$32,698,000	$0	$0	$0	$0	$0
Southwest	Temecula	Rancho California	Margarita	Butterfield Stage	$0	$0	$0		0%	0%	0.63	0.74		$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	SR-79 (Temecula Pkwy)	I-15	Pechanga Pkwy	$0	$0	$0	Between I-15 and Pechanga	100%	100%	1.08	1.42	65%	$0	$0	$0	$0	$0	$0	$0
Southwest	Temecula	SR-79 (Temecula Pkwy)	Pechanga Pkwy	Butterfield Stage	$3,065,000	$3,065,000	$0		0%	0%	0.65	0.88		$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporatec	Briggs	Scott	SR-79 (Winchester)	$6,509,000	$6,509,000	$169,000		0%	0%	0.41	0.70		$0	$0	$0	$169,000	$0	$0	$0
Southwest	Unincorporatec	Butterfield Stage	Tucalota Creek	bridge	$0	$0	$0		0%	0%	0.41	0.70		$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporatec	Butterfield Stage (Pourroy)	Auld	Murrieta Hot Springs	$23,076,000	$23,076,000	$656,000	Between Auld and Honey Pine	23%	12%	0.88	0.99		$0	$0	$0	$656,000	$0	$0	$0
Southwest	Unincorporatec	Grand	Ortega	Corydon	$68,025,000	$68,025,000	$505,000	Between Zinck and Stoneman, and Ontario and Corydon	16%	16%	0.80	1.06		$0	$0	$0	$505,000	$0	$0	$0
Southwest	Unincorporatec	Horsethief Canyon	Temescal Canyon	I-15	$0	$0	$0		0%	0%	0.81	0.64		$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporatec	Indian Truck Trail	Temescal Canyon	I-15	$0	$0	$0		0%	0%	0.15	0.21		$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporatec	Murrieta Hot Springs	SR-79 (Winchester)	Pourroy	$0	$0	$0	Between Winchester and Vons	4%	4%	0.46	0.86		$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporatec	Pala	Pechanga	San Diego County	$0	$0	$0	Between Pechanga and Rainbow Oaks	48%	48%	0.88	1.48		$0	$0	$0	$0	$0	$0	$0
Southwest	Unincorporatec	Pourroy	SR-79 (Winchester)	Auld	$2,236,000	$2,236,000	$64,000		0%	0%	0.42	0.57		$0	$0	$0	$64,000	$0	$0	$0
Southwest	Unincorporatec	Rancho California	Butterfield Stage	Glen Oaks	$87,369,000	$87,369,000	$482,000		0%	0%	0.65	0.93		$0	$0	$0	$482,000	$0	$0	$0
Southwest	Unincorporatec	Temescal Canyon	Horsethief Canyon Wash	bridge	$3,340,000	$3,340,000	$115,000		0%	0%	0.66	0.86		$0	$0	$0	$115,000	$0	$0	$0
Southwest	Unincorporatec	Temescal Canyon	Indian Truck Trail	I-15	$15,739,000	$15,739,000	$447,000		0%	0%	0.64	0.97		$0	$0	$0	$447,000	$0	$0	$0
Southwest	Unincorporatec	Temescal Canyon	Indian Wash	bridge	$1,462,000	$1,462,000	$50,000		0%	0%	0.61	0.80		$0	$0	$0	$50,000	$0	$0	$0
Southwest	Wildomar	Bundy Canyon	Mission	I-15	$9,704,000	$9,704,000	$72,000		0%	0%	0.60	0.90		$0	$0	$0	$72,000	$0	$0	$0
Southwest	Wildomar	Grand	Corydon	Wildomar Trail	$0	$0	$0		0%	0%	0.72	0.89		$0	$0	$0	$0	$0	$0	$0
Southwest	Wildomar	Mission	Bundy Canyon	Palomar	$0	$0	$0		0%	0%	0.20	0.43		$0	$0	$0	$0	$0	$0	$0
Southwest	Wildomar	Palomar	Clinton Keith	Washington	$3,227,000	$3,227,000	$84,000		0%	0%	0.59	0.88		$0	$0	$0	$84,000	$0	$0	$0
Southwest	Wildomar	Palomar	Mission	Clinton Keith	$13,493,000	$13,493,000	$383,000		0%	0%	0.60	0.88		$0	$0	$0	$383,000	$0	$0	$0
Southwest	Wildomar	Wildomar Trail	I-15	Baxter	$1,281,000	$1,281,000	$33,000	Between I-15 SB On Ramp to Baxter	73%	73%	0.87	1.06		$0	$0	$0	$33,000	$0	$0	$0
Southwest	Wildomar	Wildomar Trail	I-15	interchange	$32,698,000	$27,858,000	$0		0%	0%	0.94	1.15	85%	$4,840,000	$0	$4,840,000	$0	$0	$0	$4,840,000
Southwest	Wildomar	Wildomar Trail	Baxter	Palomar	$11,316,000	$11,316,000	$84,000	Between Baxter and Cervera	35%	35%	0.82	0.94		$0	$0	$0	$84,000	$0	$0	$0
Southwest	Wildomar	Wildomar Trail	Palomar	Grand	$0	$0	$0		0%	0%	0.87	1.03		$0	$0	$0	$0	$0	$0	$0
Subtotal					$2,508,329,000	$1,913,028,000	$23,597,000		13.2%					$365,640,000	$264,315,000	$330,986,000	$32,098,000	$318,000	$318,000	$331,304,000
Totals	**Network**				$ 4,840,250,000	$ 3,874,735,000	$ 53,859,000		12.0%	Network Unfunded Existing Need Adjustment				$ 652,275,000	$ 382,886,000	$ 582,629,000	$ 64,606,000	$ 1,410,000	$ 1,263,000	$ 583,892,000
	Transit				$ 217,870,000	$ 154,831,000			28.9%	Transit Existing Need Adjustment						$ 63,039,000				
	Administration				$ 161,183,000	$ 161,183,000														
	MSHCP				$ 64,606,000	$ 53,859,000										$ 1,263,000				
	TOTAL				**$ 5,283,909,000**	**$ 4,244,608,000**			12.2%	Total Unfunded Existing Need Adjustment						**$ 646,931,000**				

EXHIBIT H-3 Regional Transit Existing Need Share

Summary of Transit Trip Change

Year	Western Riverside Daily Transit Trips
2023*	16,575
2045**	57,282
Growth 2023 - 2045	40,707
Existing Need Share:	28.9%
Future Growth Share:	71.1%

Notes:

* - 2023 actual average weekday daily ridership provided by RTA staff December 1, 2023

** - 2045 forecast average weekday daily ridership obtained from SCAG 2020 RTP/SCS Model as provided by Fehr and Peers November

Maximum TUMF Transit Component Value

RTA Transit Full Mitigation Cost	Existing Need Cost	MAX TUMF TRANSIT VALUE
$217,870,000	$63,039,000	**$154,831,000**

Total MAX TUMF VALUE	***$4,297,490,440***
Transit Share of MAX TUMF VALUE	***3.6%***

Appendix I - Western Riverside County Regional Trip Distribution

In order to ensure an equitable regional/zonal distribution of potential TUMF revenues, the distribution of trips in the WRCOG region was analyzed to determine the distribution between local (intra-zonal) and regional (inter-zonal) trips. This analysis was completed using the Year 2040 No-Build scenario Origin-Destination (O-D) vehicle trip tables from RivCoM. The analysis of vehicle trips based on the respective trip ends as stratified by zone is considered sufficient to establish the rough proportionality between local (intra-zonal) and regional (inter-zonal) trips because this measure is intended to only serve as a guide in the distribution of potential TUMF revenues between regional and local projects, and is not intended to serve as the basis for quantifying the relative magnitude of the impacts of different types of new development on the TUMF network (as described in **Appendix J**)

The first step in the analysis was to create a correspondence table between the traffic analysis zones (TAZ's) in the RivCoM model and the five WRCOG TUMF zones: Northwest, Central, Pass Area, Hemet/San Jacinto, and Southwest. A table detailing the TAZ correspondence for each WRCOG TUMF zone is included as **Exhibit I-1** in this Appendix. The vehicle trip tables by TAZ were aggregated to obtain the trip summary between six districts (five WRCOG TUMF Zones and one for the rest of Southern California region included in the model analysis area)

Table 5.1 and **5.2** of the Nexus Study produce a matrix of total combined AM and PM peak period vehicle trips between the six districts. This information is subsequently weighted by TUMF future network lane miles in **Table 5.3** to determine the relative share of trips that can be allocated between the backbone network and secondary network. **Exhibits I-2** through **I-9** provide the corresponding peak period vehicle trip matrices for each of the four time periods analyzed by the RivCoM model (AM peak, midday, PM peak and overnight) as well as total daily trips between the six districts.

EXHIBIT I-1
RivCoM TAZ Correspondence by WRCOG TUMF Zone - Hemet/San Jacinto

TAZ	County	WRCOG Zone	City
1008	Riverside	Central	Lake Elsinore
1044	Riverside	Central	Menifee
1045	Riverside	Central	Menifee
1046	Riverside	Central	Menifee
1047	Riverside	Central	Menifee
1048	Riverside	Central	Menifee
1049	Riverside	Central	Menifee
1050	Riverside	Central	Menifee
1051	Riverside	Central	Menifee
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1124	Riverside	Central	Menifee
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3183	Riverside	Central	Unincorporated
3225	Riverside	Central	Unincorporated
3227	Riverside	Central	Unincorporated
3228	Riverside	Central	Unincorporated
3229	Riverside	Central	Unincorporated
3230	Riverside	Central	Unincorporated
3231	Riverside	Central	Unincorporated
3232	Riverside	Central	Unincorporated
3233	Riverside	Central	Unincorporated
3235	Riverside	Central	Unincorporated
3236	Riverside	Central	Unincorporated

EXHIBIT I-1 (continued)
RivCoM TAZ Correspondence by WRCOG TUMF Zone - Hemet/San Jacinto

TAZ	County	WRCOG Zone	City
642	Riverside	Hemet/San Jacinto	Hemet
643	Riverside	Hemet/San Jacinto	Hemet
644	Riverside	Hemet/San Jacinto	Hemet
645	Riverside	Hemet/San Jacinto	Hemet
646	Riverside	Hemet/San Jacinto	Hemet
647	Riverside	Hemet/San Jacinto	Hemet
648	Riverside	Hemet/San Jacinto	Hemet
649	Riverside	Hemet/San Jacinto	Hemet
650	Riverside	Hemet/San Jacinto	Hemet
651	Riverside	Hemet/San Jacinto	Hemet
652	Riverside	Hemet/San Jacinto	Hemet
653	Riverside	Hemet/San Jacinto	Hemet
654	Riverside	Hemet/San Jacinto	Hemet
655	Riverside	Hemet/San Jacinto	Hemet
656	Riverside	Hemet/San Jacinto	Hemet
657	Riverside	Hemet/San Jacinto	Hemet
658	Riverside	Hemet/San Jacinto	Hemet
659	Riverside	Hemet/San Jacinto	Hemet
660	Riverside	Hemet/San Jacinto	Hemet
661	Riverside	Hemet/San Jacinto	Hemet
662	Riverside	Hemet/San Jacinto	Hemet
663	Riverside	Hemet/San Jacinto	Hemet
664	Riverside	Hemet/San Jacinto	Hemet
665	Riverside	Hemet/San Jacinto	Hemet
666	Riverside	Hemet/San Jacinto	Hemet
667	Riverside	Hemet/San Jacinto	Hemet
668	Riverside	Hemet/San Jacinto	Hemet
669	Riverside	Hemet/San Jacinto	Hemet
670	Riverside	Hemet/San Jacinto	Hemet
671	Riverside	Hemet/San Jacinto	Hemet
672	Riverside	Hemet/San Jacinto	Hemet
673	Riverside	Hemet/San Jacinto	Hemet
674	Riverside	Hemet/San Jacinto	Hemet
675	Riverside	Hemet/San Jacinto	Hemet
676	Riverside	Hemet/San Jacinto	Hemet
677	Riverside	Hemet/San Jacinto	Hemet
678	Riverside	Hemet/San Jacinto	Hemet
679	Riverside	Hemet/San Jacinto	Hemet
680	Riverside	Hemet/San Jacinto	Hemet
681	Riverside	Hemet/San Jacinto	Hemet
682	Riverside	Hemet/San Jacinto	Hemet
683	Riverside	Hemet/San Jacinto	Hemet
684	Riverside	Hemet/San Jacinto	Hemet
685	Riverside	Hemet/San Jacinto	Hemet
686	Riverside	Hemet/San Jacinto	Hemet
687	Riverside	Hemet/San Jacinto	Hemet
688	Riverside	Hemet/San Jacinto	Hemet
689	Riverside	Hemet/San Jacinto	Hemet
690	Riverside	Hemet/San Jacinto	Hemet
691	Riverside	Hemet/San Jacinto	Hemet
692	Riverside	Hemet/San Jacinto	Hemet
693	Riverside	Hemet/San Jacinto	Hemet
694	Riverside	Hemet/San Jacinto	Hemet
695	Riverside	Hemet/San Jacinto	Hemet
696	Riverside	Hemet/San Jacinto	Hemet
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701	Riverside	Hemet/San Jacinto	Hemet
702	Riverside	Hemet/San Jacinto	Hemet
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707	Riverside	Hemet/San Jacinto	Hemet
708	Riverside	Hemet/San Jacinto	Hemet
709	Riverside	Hemet/San Jacinto	Hemet
710	Riverside	Hemet/San Jacinto	Hemet
711	Riverside	Hemet/San Jacinto	Hemet
712	Riverside	Hemet/San Jacinto	Hemet
713	Riverside	Hemet/San Jacinto	Hemet
714	Riverside	Hemet/San Jacinto	Hemet
715	Riverside	Hemet/San Jacinto	Hemet
716	Riverside	Hemet/San Jacinto	Hemet
717	Riverside	Hemet/San Jacinto	Hemet
718	Riverside	Hemet/San Jacinto	Hemet
719	Riverside	Hemet/San Jacinto	Hemet
720	Riverside	Hemet/San Jacinto	Hemet
721	Riverside	Hemet/San Jacinto	Hemet
722	Riverside	Hemet/San Jacinto	Hemet
723	Riverside	Hemet/San Jacinto	Hemet
724	Riverside	Hemet/San Jacinto	Hemet
725	Riverside	Hemet/San Jacinto	Hemet
726	Riverside	Hemet/San Jacinto	Hemet
727	Riverside	Hemet/San Jacinto	Hemet
728	Riverside	Hemet/San Jacinto	Hemet
729	Riverside	Hemet/San Jacinto	Hemet
730	Riverside	Hemet/San Jacinto	Hemet
731	Riverside	Hemet/San Jacinto	Hemet
732	Riverside	Hemet/San Jacinto	Hemet
733	Riverside	Hemet/San Jacinto	Hemet
734	Riverside	Hemet/San Jacinto	Hemet
735	Riverside	Hemet/San Jacinto	Hemet
736	Riverside	Hemet/San Jacinto	Hemet
737	Riverside	Hemet/San Jacinto	Hemet
738	Riverside	Hemet/San Jacinto	Hemet

TAZ	County	WRCOG Zone	City
2135	Riverside	Hemet/San Jacinto	San Jacinto
2136	Riverside	Hemet/San Jacinto	San Jacinto
2137	Riverside	Hemet/San Jacinto	San Jacinto
2138	Riverside	Hemet/San Jacinto	San Jacinto
2139	Riverside	Hemet/San Jacinto	San Jacinto
2140	Riverside	Hemet/San Jacinto	San Jacinto
2141	Riverside	Hemet/San Jacinto	San Jacinto
2142	Riverside	Hemet/San Jacinto	San Jacinto
2143	Riverside	Hemet/San Jacinto	San Jacinto
2144	Riverside	Hemet/San Jacinto	San Jacinto
2145	Riverside	Hemet/San Jacinto	San Jacinto
2146	Riverside	Hemet/San Jacinto	San Jacinto
2147	Riverside	Hemet/San Jacinto	San Jacinto
2148	Riverside	Hemet/San Jacinto	San Jacinto
2149	Riverside	Hemet/San Jacinto	San Jacinto
2150	Riverside	Hemet/San Jacinto	San Jacinto
2151	Riverside	Hemet/San Jacinto	San Jacinto
2152	Riverside	Hemet/San Jacinto	San Jacinto
2153	Riverside	Hemet/San Jacinto	San Jacinto
2154	Riverside	Hemet/San Jacinto	San Jacinto
2155	Riverside	Hemet/San Jacinto	San Jacinto
2156	Riverside	Hemet/San Jacinto	San Jacinto
2157	Riverside	Hemet/San Jacinto	San Jacinto
2158	Riverside	Hemet/San Jacinto	San Jacinto
2159	Riverside	Hemet/San Jacinto	San Jacinto
2160	Riverside	Hemet/San Jacinto	San Jacinto
2161	Riverside	Hemet/San Jacinto	San Jacinto
2162	Riverside	Hemet/San Jacinto	San Jacinto
2163	Riverside	Hemet/San Jacinto	San Jacinto
2164	Riverside	Hemet/San Jacinto	San Jacinto
2165	Riverside	Hemet/San Jacinto	San Jacinto
2166	Riverside	Hemet/San Jacinto	San Jacinto
2167	Riverside	Hemet/San Jacinto	San Jacinto
2168	Riverside	Hemet/San Jacinto	San Jacinto
2169	Riverside	Hemet/San Jacinto	San Jacinto
2170	Riverside	Hemet/San Jacinto	San Jacinto
2171	Riverside	Hemet/San Jacinto	San Jacinto
2172	Riverside	Hemet/San Jacinto	San Jacinto
2173	Riverside	Hemet/San Jacinto	San Jacinto
2174	Riverside	Hemet/San Jacinto	San Jacinto
2175	Riverside	Hemet/San Jacinto	San Jacinto
2176	Riverside	Hemet/San Jacinto	San Jacinto
2177	Riverside	Hemet/San Jacinto	San Jacinto
2178	Riverside	Hemet/San Jacinto	San Jacinto
2179	Riverside	Hemet/San Jacinto	San Jacinto
2180	Riverside	Hemet/San Jacinto	San Jacinto
2181	Riverside	Hemet/San Jacinto	San Jacinto
2182	Riverside	Hemet/San Jacinto	San Jacinto
2183	Riverside	Hemet/San Jacinto	San Jacinto
2184	Riverside	Hemet/San Jacinto	San Jacinto
2185	Riverside	Hemet/San Jacinto	San Jacinto
2186	Riverside	Hemet/San Jacinto	San Jacinto
2187	Riverside	Hemet/San Jacinto	San Jacinto
2188	Riverside	Hemet/San Jacinto	San Jacinto
2189	Riverside	Hemet/San Jacinto	San Jacinto
2190	Riverside	Hemet/San Jacinto	San Jacinto
2191	Riverside	Hemet/San Jacinto	San Jacinto
2192	Riverside	Hemet/San Jacinto	San Jacinto
2193	Riverside	Hemet/San Jacinto	San Jacinto
2194	Riverside	Hemet/San Jacinto	San Jacinto
2195	Riverside	Hemet/San Jacinto	San Jacinto
2196	Riverside	Hemet/San Jacinto	San Jacinto
2197	Riverside	Hemet/San Jacinto	San Jacinto
2198	Riverside	Hemet/San Jacinto	San Jacinto
2199	Riverside	Hemet/San Jacinto	San Jacinto
2200	Riverside	Hemet/San Jacinto	San Jacinto
2201	Riverside	Hemet/San Jacinto	San Jacinto
2202	Riverside	Hemet/San Jacinto	San Jacinto
2203	Riverside	Hemet/San Jacinto	San Jacinto
2204	Riverside	Hemet/San Jacinto	San Jacinto
2205	Riverside	Hemet/San Jacinto	San Jacinto
2206	Riverside	Hemet/San Jacinto	San Jacinto
2207	Riverside	Hemet/San Jacinto	San Jacinto
2324	Riverside	Hemet/San Jacinto	Unincorporated
2325	Riverside	Hemet/San Jacinto	Unincorporated
2326	Riverside	Hemet/San Jacinto	Unincorporated
2338	Riverside	Hemet/San Jacinto	Unincorporated
2340	Riverside	Hemet/San Jacinto	Unincorporated
2342	Riverside	Hemet/San Jacinto	Unincorporated
2346	Riverside	Hemet/San Jacinto	Unincorporated
2347	Riverside	Hemet/San Jacinto	Unincorporated
2348	Riverside	Hemet/San Jacinto	Unincorporated
2349	Riverside	Hemet/San Jacinto	Unincorporated
2358	Riverside	Hemet/San Jacinto	Unincorporated
2360	Riverside	Hemet/San Jacinto	Unincorporated
2361	Riverside	Hemet/San Jacinto	Unincorporated
2362	Riverside	Hemet/San Jacinto	Unincorporated
2471	Riverside	Hemet/San Jacinto	Unincorporated
2472	Riverside	Hemet/San Jacinto	Unincorporated
2491	Riverside	Hemet/San Jacinto	Unincorporated
2493	Riverside	Hemet/San Jacinto	Unincorporated
2494	Riverside	Hemet/San Jacinto	Unincorporated
2625	Riverside	Hemet/San Jacinto	Unincorporated
2626	Riverside	Hemet/San Jacinto	Unincorporated
2628	Riverside	Hemet/San Jacinto	Unincorporated
2630	Riverside	Hemet/San Jacinto	Unincorporated
2631	Riverside	Hemet/San Jacinto	Unincorporated

TAZ	County	WRCOG Zone	City
2625	Riverside	Hemet/San Jacinto	Unincorporated
2626	Riverside	Hemet/San Jacinto	Unincorporated
2628	Riverside	Hemet/San Jacinto	Unincorporated
2630	Riverside	Hemet/San Jacinto	Unincorporated
2631	Riverside	Hemet/San Jacinto	Unincorporated
2632	Riverside	Hemet/San Jacinto	Unincorporated
2633	Riverside	Hemet/San Jacinto	Unincorporated
2634	Riverside	Hemet/San Jacinto	Unincorporated
2635	Riverside	Hemet/San Jacinto	Unincorporated
2641	Riverside	Hemet/San Jacinto	Unincorporated
2642	Riverside	Hemet/San Jacinto	Unincorporated
2643	Riverside	Hemet/San Jacinto	Unincorporated
2644	Riverside	Hemet/San Jacinto	Unincorporated
2645	Riverside	Hemet/San Jacinto	Unincorporated
2646	Riverside	Hemet/San Jacinto	Unincorporated
2647	Riverside	Hemet/San Jacinto	Unincorporated
2648	Riverside	Hemet/San Jacinto	Unincorporated
2649	Riverside	Hemet/San Jacinto	Unincorporated
2651	Riverside	Hemet/San Jacinto	Unincorporated
2652	Riverside	Hemet/San Jacinto	Unincorporated
2653	Riverside	Hemet/San Jacinto	Unincorporated
2654	Riverside	Hemet/San Jacinto	Unincorporated
2655	Riverside	Hemet/San Jacinto	Unincorporated
2660	Riverside	Hemet/San Jacinto	Unincorporated
2670	Riverside	Hemet/San Jacinto	Unincorporated
2679	Riverside	Hemet/San Jacinto	Unincorporated
2810	Riverside	Hemet/San Jacinto	Unincorporated
2811	Riverside	Hemet/San Jacinto	Unincorporated
2812	Riverside	Hemet/San Jacinto	Unincorporated
2815	Riverside	Hemet/San Jacinto	Unincorporated
2816	Riverside	Hemet/San Jacinto	Unincorporated
2817	Riverside	Hemet/San Jacinto	Unincorporated
2818	Riverside	Hemet/San Jacinto	Unincorporated
2819	Riverside	Hemet/San Jacinto	Unincorporated
2820	Riverside	Hemet/San Jacinto	Unincorporated
2821	Riverside	Hemet/San Jacinto	Unincorporated
2822	Riverside	Hemet/San Jacinto	Unincorporated
2823	Riverside	Hemet/San Jacinto	Unincorporated
2824	Riverside	Hemet/San Jacinto	Unincorporated
2826	Riverside	Hemet/San Jacinto	Unincorporated
2827	Riverside	Hemet/San Jacinto	Unincorporated
2828	Riverside	Hemet/San Jacinto	Unincorporated
2829	Riverside	Hemet/San Jacinto	Unincorporated
2830	Riverside	Hemet/San Jacinto	Unincorporated
2831	Riverside	Hemet/San Jacinto	Unincorporated
2832	Riverside	Hemet/San Jacinto	Unincorporated
2833	Riverside	Hemet/San Jacinto	Unincorporated
2834	Riverside	Hemet/San Jacinto	Unincorporated
2835	Riverside	Hemet/San Jacinto	Unincorporated
2836	Riverside	Hemet/San Jacinto	Unincorporated
2839	Riverside	Hemet/San Jacinto	Unincorporated
2840	Riverside	Hemet/San Jacinto	Unincorporated
2841	Riverside	Hemet/San Jacinto	Unincorporated
2842	Riverside	Hemet/San Jacinto	Unincorporated
2843	Riverside	Hemet/San Jacinto	Unincorporated
2844	Riverside	Hemet/San Jacinto	Unincorporated
2845	Riverside	Hemet/San Jacinto	Unincorporated
2848	Riverside	Hemet/San Jacinto	Unincorporated
2850	Riverside	Hemet/San Jacinto	Unincorporated
2851	Riverside	Hemet/San Jacinto	Unincorporated
2856	Riverside	Hemet/San Jacinto	Unincorporated
2865	Riverside	Hemet/San Jacinto	Unincorporated
2866	Riverside	Hemet/San Jacinto	Unincorporated
2867	Riverside	Hemet/San Jacinto	Unincorporated
2868	Riverside	Hemet/San Jacinto	Unincorporated
2871	Riverside	Hemet/San Jacinto	Unincorporated
2873	Riverside	Hemet/San Jacinto	Unincorporated
2874	Riverside	Hemet/San Jacinto	Unincorporated
2876	Riverside	Hemet/San Jacinto	Unincorporated
2881	Riverside	Hemet/San Jacinto	Unincorporated
2882	Riverside	Hemet/San Jacinto	Unincorporated
2883	Riverside	Hemet/San Jacinto	Unincorporated
2884	Riverside	Hemet/San Jacinto	Unincorporated
2885	Riverside	Hemet/San Jacinto	Unincorporated
2886	Riverside	Hemet/San Jacinto	Unincorporated
2887	Riverside	Hemet/San Jacinto	Unincorporated
2888	Riverside	Hemet/San Jacinto	Unincorporated
2889	Riverside	Hemet/San Jacinto	Unincorporated
2890	Riverside	Hemet/San Jacinto	Unincorporated
2891	Riverside	Hemet/San Jacinto	Unincorporated
2892	Riverside	Hemet/San Jacinto	Unincorporated
2893	Riverside	Hemet/San Jacinto	Unincorporated
2894	Riverside	Hemet/San Jacinto	Unincorporated
2895	Riverside	Hemet/San Jacinto	Unincorporated
2919	Riverside	Hemet/San Jacinto	Unincorporated
2920	Riverside	Hemet/San Jacinto	Unincorporated
2921	Riverside	Hemet/San Jacinto	Unincorporated
2922	Riverside	Hemet/San Jacinto	Unincorporated
2934	Riverside	Hemet/San Jacinto	Unincorporated
2935	Riverside	Hemet/San Jacinto	Unincorporated
2936	Riverside	Hemet/San Jacinto	Unincorporated
2937	Riverside	Hemet/San Jacinto	Unincorporated
2938	Riverside	Hemet/San Jacinto	Unincorporated
3194	Riverside	Hemet/San Jacinto	Unincorporated
3195	Riverside	Hemet/San Jacinto	Unincorporated
3196	Riverside	Hemet/San Jacinto	Unincorporated
3197	Riverside	Hemet/San Jacinto	Unincorporated
3198	Riverside	Hemet/San Jacinto	Unincorporated
3242	Riverside	Hemet/San Jacinto	Unincorporated
3243	Riverside	Hemet/San Jacinto	Unincorporated
3244	Riverside	Hemet/San Jacinto	Unincorporated
3245	Riverside	Hemet/San Jacinto	Unincorporated

EXHIBIT I-1 (continued)
RivCoM TAZ Correspondence by WRCOG TUMF Zone - Northwest

TAZ	County	WRCOG Zone	City
332	Riverside	Northwest	Corona
333	Riverside	Northwest	Corona
334	Riverside	Northwest	Corona
335	Riverside	Northwest	Corona
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337	Riverside	Northwest	Corona
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3193	Riverside	Northwest

EXHIBIT I-1 (continued)
RivCoM TAZ Correspondence by WRCOG TUMF Zone - Pass

TAZ	County	WRCOG Zone	City
1	Riverside	Pass	Banning
2	Riverside	Pass	Banning
3	Riverside	Pass	Banning
4	Riverside	Pass	Banning
5	Riverside	Pass	Banning
6	Riverside	Pass	Banning
7	Riverside	Pass	Banning
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14	Riverside	Pass	Banning
15	Riverside	Pass	Banning
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57	Riverside	Pass	Beaumont
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112	Riverside	Pass	Beaumont
113	Riverside	Pass	Beaumont
114	Riverside	Pass	Beaumont

TAZ	County	WRCOG Zone	City
128	Riverside	Pass	Calimesa
129	Riverside	Pass	Calimesa
130	Riverside	Pass	Calimesa
131	Riverside	Pass	Calimesa
132	Riverside	Pass	Calimesa
133	Riverside	Pass	Calimesa
134	Riverside	Pass	Calimesa
135	Riverside	Pass	Calimesa
136	Riverside	Pass	Calimesa
137	Riverside	Pass	Calimesa
138	Riverside	Pass	Calimesa
139	Riverside	Pass	Calimesa
140	Riverside	Pass	Calimesa
141	Riverside	Pass	Calimesa
142	Riverside	Pass	Calimesa
143	Riverside	Pass	Calimesa
144	Riverside	Pass	Calimesa
145	Riverside	Pass	Calimesa
146	Riverside	Pass	Calimesa
147	Riverside	Pass	Calimesa
148	Riverside	Pass	Calimesa
149	Riverside	Pass	Calimesa
150	Riverside	Pass	Calimesa
151	Riverside	Pass	Calimesa
152	Riverside	Pass	Calimesa
153	Riverside	Pass	Calimesa
154	Riverside	Pass	Calimesa
1278	Riverside	Pass	Moreno Valley
2323	Riverside	Pass	Unincorporated
2355	Riverside	Pass	Unincorporated
2356	Riverside	Pass	Unincorporated
2357	Riverside	Pass	Unincorporated
2363	Riverside	Pass	Unincorporated
2364	Riverside	Pass	Unincorporated
2365	Riverside	Pass	Unincorporated
2627	Riverside	Pass	Unincorporated
2629	Riverside	Pass	Unincorporated
2638	Riverside	Pass	Unincorporated
2639	Riverside	Pass	Unincorporated
2640	Riverside	Pass	Unincorporated
2650	Riverside	Pass	Unincorporated
2656	Riverside	Pass	Unincorporated
2657	Riverside	Pass	Unincorporated
2658	Riverside	Pass	Unincorporated
2659	Riverside	Pass	Unincorporated
2661	Riverside	Pass	Unincorporated
2667	Riverside	Pass	Unincorporated
2674	Riverside	Pass	Unincorporated
2858	Riverside	Pass	Unincorporated
2859	Riverside	Pass	Unincorporated
2896	Riverside	Pass	Unincorporated
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3042	Riverside	Pass	Unincorporated
3156	Riverside	Pass	Unincorporated
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3159	Riverside	Pass	Unincorporated
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3164	Riverside	Pass	Unincorporated
3216	Riverside	Pass	Unincorporated
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3220	Riverside	Pass	Unincorporated
3221	Riverside	Pass	Unincorporated
3222	Riverside	Pass	Unincorporated
3223	Riverside	Pass	Unincorporated

EXHIBIT I-1 (continued)
RivCoM TAZ Correspondence by WRCOG TUMF Zone - Southwest

TAZ	County	WRCOG Zone	City
155	Riverside	Southwest	Canyon Lake
156	Riverside	Southwest	Canyon Lake
157	Riverside	Southwest	Canyon Lake
158	Riverside	Southwest	Canyon Lake
159	Riverside	Southwest	Canyon Lake
160	Riverside	Southwest	Canyon Lake
161	Riverside	Southwest	Canyon Lake
938	Riverside	Southwest	Lake Elsinore
939	Riverside	Southwest	Lake Elsinore
940	Riverside	Southwest	Lake Elsinore
941	Riverside	Southwest	Lake Elsinore
942	Riverside	Southwest	Lake Elsinore
943	Riverside	Southwest	Lake Elsinore
944	Riverside	Southwest	Lake Elsinore
945	Riverside	Southwest	Lake Elsinore
946	Riverside	Southwest	Lake Elsinore
947	Riverside	Southwest	Lake Elsinore
948	Riverside	Southwest	Lake Elsinore
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951	Riverside	Southwest	Lake Elsinore
952	Riverside	Southwest	Lake Elsinore
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954	Riverside	Southwest	Lake Elsinore
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1002	Riverside	Southwest	Lake Elsinore
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1004	Riverside	Southwest	Lake Elsinore
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1006	Riverside	Southwest	Lake Elsinore
1007	Riverside	Southwest	Lake Elsinore
1009	Riverside	Southwest	Lake Elsinore
1010	Riverside	Southwest	Lake Elsinore
1011	Riverside	Southwest	Lake Elsinore
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1016	Riverside	Southwest	Lake Elsinore
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1043	Riverside	Southwest	Lake Elsinore
1286	Riverside	Southwest	Murrieta
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1531	Riverside	Southwest	Murrieta
1532	Riverside	Southwest	Murrieta
1533	Riverside	Southwest	Murrieta
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1539	Riverside	Southwest	Murrieta
2208	Riverside	Southwest	Temecula
2209	Riverside	Southwest	Temecula
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2212	Riverside	Southwest	Temecula
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2222	Riverside	Southwest	Temecula
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2237	Riverside	Southwest	Temecula
2238	Riverside	Southwest	Temecula
2239	Riverside	Southwest	Temecula
2240	Riverside	Southwest	Temecula
2241	Riverside	Southwest	Temecula
2242	Riverside	Southwest	Temecula
2243	Riverside	Southwest	Temecula
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2247	Riverside	Southwest	Temecula
2248	Riverside	Southwest	Temecula
2249	Riverside	Southwest	Temecula
2250	Riverside	Southwest	Temecula
2251	Riverside	Southwest	Temecula
2252	Riverside	Southwest	Temecula
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2254	Riverside	Southwest	Temecula
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2396	Riverside	Southwest	Unincorporated
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2500	Riverside	Southwest	Unincorporated
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3137	Riverside	Southwest	Unincorporated
3138	Riverside	Southwest	Unincorporated
3145	Riverside	Southwest	Unincorporated
3150	Riverside	Southwest	Unincorporated
3176	Riverside	Southwest	Unincorporated
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3201	Riverside	Southwest	Unincorporated
3202	Riverside	Southwest	Unincorporated
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3237	Riverside	Southwest	Unincorporated
3238	Riverside	Southwest	Unincorporated
3239	Riverside	Southwest	Unincorporated
3240	Riverside	Southwest	Unincorporated
3241	Riverside	Southwest	Unincorporated
3246	Riverside	Southwest	Wildomar
3247	Riverside	Southwest	Wildomar
3248	Riverside	Southwest	Wildomar
3249	Riverside	Southwest	Wildomar
3250	Riverside	Southwest	Wildomar
3251	Riverside	Southwest	Wildomar
3252	Riverside	Southwest	Wildomar
3253	Riverside	Southwest	Wildomar
3254	Riverside	Southwest	Wildomar
3255	Riverside	Southwest	Wildomar
3256	Riverside	Southwest	Wildomar
3257	Riverside	Southwest	Wildomar
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3261	Riverside	Southwest	Wildomar
3262	Riverside	Southwest	Wildomar
3263	Riverside	Southwest	Wildomar
3264	Riverside	Southwest	Wildomar
3265	Riverside	Southwest	Wildomar
3266	Riverside	Southwest	Wildomar
3267	Riverside	Southwest	Wildomar
3268	Riverside	Southwest	Wildomar

EXHIBIT I-1 (continued)
RivCoM TAZ Correspondence by WRCOG TUMF Zones - Riverside County Outside WRCOG

TAZ	County	WRCOG Zone	City
115	Riverside	Outside TUMF Zones	Blythe
116	Riverside	Outside TUMF Zones	Blythe
117	Riverside	Outside TUMF Zones	Blythe
118	Riverside	Outside TUMF Zones	Blythe
119	Riverside	Outside TUMF Zones	Blythe
120	Riverside	Outside TUMF Zones	Blythe
121	Riverside	Outside TUMF Zones	Blythe
122	Riverside	Outside TUMF Zones	Blythe
123	Riverside	Outside TUMF Zones	Blythe
124	Riverside	Outside TUMF Zones	Blythe
125	Riverside	Outside TUMF Zones	Blythe
126	Riverside	Outside TUMF Zones	Blythe
127	Riverside	Outside TUMF Zones	Blythe
162	Riverside	Outside TUMF Zones	Cathedral City
163	Riverside	Outside TUMF Zones	Cathedral City
164	Riverside	Outside TUMF Zones	Cathedral City
165	Riverside	Outside TUMF Zones	Cathedral City
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240	Riverside	Outside TUMF Zones	Cathedral City
241	Riverside	Outside TUMF Zones	Coachella
242	Riverside	Outside TUMF Zones	Coachella
243	Riverside	Outside TUMF Zones	Coachella
244	Riverside	Outside TUMF Zones	Coachella
245	Riverside	Outside TUMF Zones	Coachella
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331	Riverside	Outside TUMF Zones	Coachella
570	Riverside	Outside TUMF Zones	Desert Hot Springs
571	Riverside	Outside TUMF Zones	Desert Hot Springs
572	Riverside	Outside TUMF Zones	Desert Hot Springs
573	Riverside	Outside TUMF Zones	Desert Hot Springs
574	Riverside	Outside TUMF Zones	Desert Hot Springs
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577	Riverside	Outside TUMF Zones	Desert Hot Springs
578	Riverside	Outside TUMF Zones	Desert Hot Springs
579	Riverside	Outside TUMF Zones	Desert Hot Springs
580	Riverside	Outside TUMF Zones	Desert Hot Springs
581	Riverside	Outside TUMF Zones	Desert Hot Springs
582	Riverside	Outside TUMF Zones	Desert Hot Springs
583	Riverside	Outside TUMF Zones	Desert Hot Springs
584	Riverside	Outside TUMF Zones	Desert Hot Springs
585	Riverside	Outside TUMF Zones	Desert Hot Springs
586	Riverside	Outside TUMF Zones	Desert Hot Springs
587	Riverside	Outside TUMF Zones	Desert Hot Springs
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601	Riverside	Outside TUMF Zones	Desert Hot Springs
602	Riverside	Outside TUMF Zones	Desert Hot Springs

TAZ	County	WRCOG Zone	City
739	Riverside	Outside TUMF Zones	Indian Wells
740	Riverside	Outside TUMF Zones	Indian Wells
741	Riverside	Outside TUMF Zones	Indian Wells
742	Riverside	Outside TUMF Zones	Indian Wells
743	Riverside	Outside TUMF Zones	Indian Wells
744	Riverside	Outside TUMF Zones	Indian Wells
745	Riverside	Outside TUMF Zones	Indian Wells
746	Riverside	Outside TUMF Zones	Indian Wells
747	Riverside	Outside TUMF Zones	Indian Wells
748	Riverside	Outside TUMF Zones	Indian Wells
749	Riverside	Outside TUMF Zones	Indian Wells
750	Riverside	Outside TUMF Zones	Indian Wells
751	Riverside	Outside TUMF Zones	Indian Wells
752	Riverside	Outside TUMF Zones	Indio
753	Riverside	Outside TUMF Zones	Indio
754	Riverside	Outside TUMF Zones	Indio
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773	Riverside	Outside TUMF Zones	Indio
774	Riverside	Outside TUMF Zones	Indio
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818	Riverside	Outside TUMF Zones	Indio
819	Riverside	Outside TUMF Zones	Indio
820	Riverside	Outside TUMF Zones	Indio
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838	Riverside	Outside TUMF Zones	Indio
839	Riverside	Outside TUMF Zones	Indio
840	Riverside	Outside TUMF Zones	Indio
841	Riverside	Outside TUMF Zones	Indio
904	Riverside	Outside TUMF Zones	La Quinta
905	Riverside	Outside TUMF Zones	La Quinta
906	Riverside	Outside TUMF Zones	La Quinta
907	Riverside	Outside TUMF Zones	La Quinta
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923	Riverside	Outside TUMF Zones	La Quinta
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936	Riverside	Outside TUMF Zones	La Quinta
937	Riverside	Outside TUMF Zones	La Quinta
1569	Riverside	Outside TUMF Zones	Palm Desert
1570	Riverside	Outside TUMF Zones	Palm Desert
1571	Riverside	Outside TUMF Zones	Palm Desert
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1643	Riverside	Outside TUMF Zones	Palm Desert
1644	Riverside	Outside TUMF Zones	Palm Desert
1645	Riverside	Outside TUMF Zones	Palm Desert
1646	Riverside	Outside TUMF Zones	Palm Desert
1647	Riverside	Outside TUMF Zones	Palm Desert
1648	Riverside	Outside TUMF Zones	Palm Desert
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1658	Riverside	Outside TUMF Zones	Palm Desert
1659	Riverside	Outside TUMF Zones	Palm Desert
1660	Riverside	Outside TUMF Zones	Palm Desert

TAZ	County	WRCOG Zone	City
1661	Riverside	Outside TUMF Zones	Palm Desert
1662	Riverside	Outside TUMF Zones	Palm Desert
1663	Riverside	Outside TUMF Zones	Palm Desert
1664	Riverside	Outside TUMF Zones	Palm Desert
1665	Riverside	Outside TUMF Zones	Palm Desert
1666	Riverside	Outside TUMF Zones	Palm Desert
1667	Riverside	Outside TUMF Zones	Palm Desert
1668	Riverside	Outside TUMF Zones	Palm Desert
1669	Riverside	Outside TUMF Zones	Palm Desert
1670	Riverside	Outside TUMF Zones	Palm Desert
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1690	Riverside	Outside TUMF Zones	Palm Desert
1691	Riverside	Outside TUMF Zones	Palm Desert
1692	Riverside	Outside TUMF Zones	Palm Springs
1693	Riverside	Outside TUMF Zones	Palm Springs
1694	Riverside	Outside TUMF Zones	Palm Springs
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1696	Riverside	Outside TUMF Zones	Palm Springs
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1698	Riverside	Outside TUMF Zones	Palm Springs
1699	Riverside	Outside TUMF Zones	Palm Springs
1700	Riverside	Outside TUMF Zones	Palm Springs
1701	Riverside	Outside TUMF Zones	Palm Springs
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1766	Riverside	Outside TUMF Zones	Palm Springs
1767	Riverside	Outside TUMF Zones	Palm Springs
1768	Riverside	Outside TUMF Zones	Palm Springs
1769	Riverside	Outside TUMF Zones	Pal

EXHIBIT I-1 (continued)
RivCoM TAZ Correspondence by WRCOG TUMF Zones - Outside Riverside County

TAZ	County	WRCOG Zone
3300	Orange	Outside TUMF Zones
3301	Orange	Outside TUMF Zones
3302	Orange	Outside TUMF Zones
3303	Orange	Outside TUMF Zones
3304	Orange	Outside TUMF Zones
3305	Orange	Outside TUMF Zones
3306	Orange	Outside TUMF Zones
3307	Orange	Outside TUMF Zones
3308	Orange	Outside TUMF Zones
3309	Orange	Outside TUMF Zones
3310	Orange	Outside TUMF Zones
3311	Orange	Outside TUMF Zones
3312	Orange	Outside TUMF Zones
3313	Orange	Outside TUMF Zones
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3317	Orange	Outside TUMF Zones
3318	Orange	Outside TUMF Zones
3319	Orange	Outside TUMF Zones
3320	Orange	Outside TUMF Zones
3321	Orange	Outside TUMF Zones
3322	Orange	Outside TUMF Zones
3323	Orange	Outside TUMF Zones
3324	Orange	Outside TUMF Zones
3325	Orange	Outside TUMF Zones
3326	Orange	Outside TUMF Zones
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3329	Orange	Outside TUMF Zones
3330	Orange	Outside TUMF Zones
3331	Orange	Outside TUMF Zones
3332	Orange	Outside TUMF Zones
3333	Orange	Outside TUMF Zones
3334	Orange	Outside TUMF Zones
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3368	Orange	Outside TUMF Zones
3369	Orange	Outside TUMF Zones

TAZ	County	WRCOG Zone
3384	San Bernardino	Outside TUMF Zones
3385	San Bernardino	Outside TUMF Zones
3386	San Bernardino	Outside TUMF Zones
3387	San Bernardino	Outside TUMF Zones
3388	San Bernardino	Outside TUMF Zones
3389	San Bernardino	Outside TUMF Zones
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3396	San Bernardino	Outside TUMF Zones
3397	San Bernardino	Outside TUMF Zones
3398	San Bernardino	Outside TUMF Zones
3399	San Bernardino	Outside TUMF Zones
3400	San Bernardino	Outside TUMF Zones
3401	San Bernardino	Outside TUMF Zones
3402	San Bernardino	Outside TUMF Zones
3403	San Bernardino	Outside TUMF Zones
3404	San Bernardino	Outside TUMF Zones
3405	San Bernardino	Outside TUMF Zones
3406	San Bernardino	Outside TUMF Zones
3407	San Bernardino	Outside TUMF Zones
3408	San Bernardino	Outside TUMF Zones
3409	San Bernardino	Outside TUMF Zones
3410	San Bernardino	Outside TUMF Zones
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3469	San Bernardino	Outside TUMF Zones
3470	San Bernardino	Outside TUMF Zones
3471	San Bernardino	Outside TUMF Zones
3472	San Bernardino	Outside TUMF Zones
3473	San Bernardino	Outside TUMF Zones
3474	San Bernardino	Outside TUMF Zones
3475	San Bernardino	Outside TUMF Zones
3476	San Bernardino	Outside TUMF Zones
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3478	San Bernardino	Outside TUMF Zones
3479	San Bernardino	Outside TUMF Zones
3480	San Bernardino	Outside TUMF Zones
3481	San Bernardino	Outside TUMF Zones
3482	San Bernardino	Outside TUMF Zones

TAZ	County	WRCOG Zone
3370	San Diego	Outside TUMF Zones
3371	San Diego	Outside TUMF Zones
3372	San Diego	Outside TUMF Zones
3373	San Diego	Outside TUMF Zones
3374	San Diego	Outside TUMF Zones
3375	San Diego	Outside TUMF Zones
3376	San Diego	Outside TUMF Zones
3377	San Diego	Outside TUMF Zones
3378	San Diego	Outside TUMF Zones
3379	San Diego	Outside TUMF Zones
3380	San Diego	Outside TUMF Zones
3381	San Diego	Outside TUMF Zones
3382	San Diego	Outside TUMF Zones
3383	San Diego	Outside TUMF Zones

EXHIBIT I-2 - 2045 AM Peak Period Vehicle Trips by WRCOG Zone*

TO / FROM	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	187,280	10,596	40,037	2,900	24,865	25,446	**291,124**
Hemet/San Jacinto	13,060	93,350	3,815	3,847	7,263	8,090	**129,424**
Northwest	26,655	1,189	333,593	1,239	4,956	86,710	**454,342**
Pass Area	3,663	3,372	2,768	49,166	402	14,458	**73,828**
Southwest	25,061	7,304	14,708	914	298,362	27,954	**374,302**
Outside WRCOG	15,413	3,353	86,546	11,208	14,949		**131,469**
TOTAL	**271,131**	**119,163**	**481,467**	**69,274**	**350,797**	**162,658**	**1,454,490**

* Based on RIVCOM Year 2045 No-Build Scenario, February 2024

EXHIBIT I-3 - 2045 AM Peak Period Percent Vehicle Trips by WRCOG Zone*

TO / FROM	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	64.3%	3.6%	13.8%	1.0%	8.5%	8.7%	**100%**
Hemet/San Jacinto	10.1%	72.1%	2.9%	3.0%	5.6%	6.3%	**100%**
Northwest	5.9%	0.3%	73.4%	0.3%	1.1%	19.1%	**100%**
Pass Area	5.0%	4.6%	3.7%	66.6%	0.5%	19.6%	**100%**
Southwest	6.7%	2.0%	3.9%	0.2%	79.7%	7.5%	**100%**

* Based on RIVCOM Year 2045 No-Build Scenario, February 2024

EXHIBIT I-4 - 2045 PM Peak Period Vehicle Trips by WRCOG Zone*

TO / FROM	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	230,328	12,878	49,743	3,401	30,237	32,112	**358,698**
Hemet/San Jacinto	16,341	115,656	4,833	4,586	8,818	9,988	**160,221**
Northwest	31,923	1,495	409,641	1,448	6,076	109,331	**559,914**
Pass Area	4,405	4,214	3,346	61,219	506	17,876	**91,566**
Southwest	30,752	8,928	18,144	1,062	368,893	34,759	**462,537**
Outside WRCOG	18,495	4,221	106,166	13,282	18,918		**161,080**
TOTAL	**332,244**	**147,391**	**591,872**	**84,997**	**433,447**	**204,065**	**1,794,017**

* Based on RIVCOM Year 2045 No-Build Scenario, February 2024

EXHIBIT I-5 - 2045 PM Peak Period Percent Vehicle Trips by WRCOG Zone*

TO / FROM	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	64.2%	3.6%	13.9%	0.9%	8.4%	9.0%	**100%**
Hemet/San Jacinto	10.2%	72.2%	3.0%	2.9%	5.5%	6.2%	**100%**
Northwest	5.7%	0.3%	73.2%	0.3%	1.1%	19.5%	**100%**
Pass Area	4.8%	4.6%	3.7%	66.9%	0.6%	19.5%	**100%**
Southwest	6.6%	1.9%	3.9%	0.2%	79.8%	7.5%	**100%**

* Based on RIVCOM Year 2045 No-Build Scenario, February 2024

EXHIBIT I-6 - 2045 Off-Peak Period Vehicle Trips by WRCOG Zone*

TO / FROM	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	313,691	17,511	64,577	3,948	39,446	41,718	**480,890**
Hemet/San Jacinto	21,579	162,035	5,659	6,318	10,987	11,533	**218,110**
Northwest	43,461	1,848	565,759	1,528	7,406	160,552	**780,554**
Pass Area	6,068	6,269	4,125	91,253	631	24,354	**132,700**
Southwest	40,442	11,861	22,506	1,132	508,327	40,698	**624,964**
Outside WRCOG	25,307	5,301	145,054	16,534	23,061		**215,257**
TOTAL	**450,546**	**204,825**	**807,679**	**120,712**	**589,859**	**278,854**	**2,452,475**

* Based on RIVCOM Year 2045 No-Build Scenario, February 2024

Table I-7 - 2045 Off-Peak Period Percent Vehicle Trips by WRCOG Zone*

TO / FROM	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	65.2%	3.6%	13.4%	0.8%	8.2%	8.7%	**100%**
Hemet/San Jacinto	9.9%	74.3%	2.6%	2.9%	5.0%	5.3%	**100%**
Northwest	5.6%	0.2%	72.5%	0.2%	0.9%	20.6%	**100%**
Pass Area	4.6%	4.7%	3.1%	68.8%	0.5%	18.4%	**100%**
Southwest	6.5%	1.9%	3.6%	0.2%	81.3%	6.5%	**100%**

* Based on RIVCOM Year 2045 No-Build Scenario, February 2024

EXHIBIT I-8 - 2045 Daily Vehicle Trips by WRCOG Zone*

TO / FROM	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	731,298	40,985	154,356	10,249	94,547	99,276	**1,130,712**
Hemet/San Jacinto	50,980	371,040	14,306	14,750	27,068	29,611	**507,755**
Northwest	102,039	4,532	1,308,993	4,215	18,439	356,593	**1,794,811**
Pass Area	14,136	13,855	10,239	201,638	1,539	56,688	**298,095**
Southwest	96,254	28,093	55,358	3,108	1,175,582	103,410	**1,461,804**
Outside WRCOG	59,214	12,874	337,766	41,024	56,927		**507,806**
TOTAL	**1,053,921**	**471,379**	**1,881,018**	**274,984**	**1,374,103**	**645,578**	**5,700,982**

* Based on RIVCOM Year 2045 No-Build Scenario, February 2024

EXHIBIT I-9 - 2045 Percent Daily Vehicle Trips by WRCOG Zone*

TO / FROM	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	64.7%	3.6%	13.7%	0.9%	8.4%	8.8%	**100%**
Hemet/San Jacinto	10.0%	73.1%	2.8%	2.9%	5.3%	5.8%	**100%**
Northwest	5.7%	0.3%	72.9%	0.2%	1.0%	19.9%	**100%**
Pass Area	4.7%	4.6%	3.4%	67.6%	0.5%	19.0%	**100%**
Southwest	6.6%	1.9%	3.8%	0.2%	80.4%	7.1%	**100%**

* Based on RIVCOM Year 2045 No-Build Scenario, February 2024

Appendix J - Western Riverside County Regional Trip Purpose

On September 27, 2013, California Governor Jerry Brown signed SB 743 into law, fundamentally changing the way that transportation impacts are to be assessed pursuant to the California Environmental Quality Act (CEQA). The new law requires CEQA guidelines to be amended to provide an alternative to Level of Service for evaluating transportation impacts. The intent of the change is to introduce alternate criteria that "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." (New Public Resources Code Section 21099(b)(1).) The primary effect of the new law is to establish the use of vehicle miles of travel (VMT) as the preferred basis for measuring traffic impacts, in recognition of the fact that VMT more accurately reflects traffic impacts as it takes into account both the number of trips being made and the distance of those trips. Although CEQA and the specific provision of SB 743 do not generally apply directly to impact fee programs (which are governed by the provision of the Mitigation Fee Act), the reasoning behind SB 743 establishing VMT as the preferred basis for CEQA traffic impact measurement is sound and equally applicable for impact fee nexus determination.

Linking the TUMF to VMT does enable developers to continue to use TUMF participation as demonstration of partial mitigation for their cumulative regional transportation impacts under the new SB 743 requirements. Furthermore, consistent with SB 743, consideration of travel impacts in terms of peak period VMT more accurately reflects the realities of travel behavior as the basis for determining impacts on the regional transportation system by reflecting the peak demands on the system based on the number of trips and the cumulative distance these trips occupy facilities in the system. Variation in trip length for different trip purposes is important to quantify since the impact associated with a trip is not limited to whether a trip occurs or not. A longer distance trip occupies more roadways over a longer period of time (all else being equal), and therefore goes through more intersections and consumes more capacity, thus requiring greater levels of mitigation. As the purpose of the TUMF is to mitigate the cumulative regional traffic impacts of future growth, a VMT based approach to defining the rough proportionality of impacts resulting from various differing types of new development better aligns with this purpose.

RivCoM is the primary analytical toll used to forecast VMT in Riverside County. RivCoM was developed based on the SCAG regional travel demand model, whose underlying model travel characteristics were developed based on national and regional travel behavior surveys, including the U.S. Census and the California Household Travel Survey. The methodology for using travel demand models, including RivCoM, as the basis for calculating and measuring VMT is consistent with NEPA and CEQA guidance, and accepted transportation planning practice.

The RivCoM model produces person-trips (irrespective of mode choice) on the basis of five trip purposes including home-based-work (HBW), home-based-other (HBO), home-based-school (HBS), home-based-university (HBU), and non-home based (NHB). Peak period, off-peak period and daily vehicle trips and VMT are derived from the person-trip productions based on mode choice assignments and differing trip length

characteristics embedded on the model parameters. Daily VMT results were aggregated into home-based VMT and non-home-based VMT for each scenario to represent the level of travel demand and impact on the transportation system attributable to each trip purpose.

The attribution of VMT associated with home-based trip purposes to residential land uses and non-home-based trips to non-residential land uses is consistent with the provisions of NCHRP Report #187 Quick Response Urban Travel Estimation Techniques and Transferable Parameters User's Guide (Transportation Research Board, 1978), a widely-referenced source for travel estimation techniques used for travel demand modeling. Chapter 2 of this report, which details trip generation estimation, states that "HBW (Home Based Work) and HBNW (Home Based Non Work) trips are generated at the households, whereas the NHB (Non-Home Based) trips are generated elsewhere." Consistent with NCHRP Report #187, aggregating person trip productions and associated VMT into home-based (combining home-based-work, home-based-other and home-based-school) and non-home-based (combining work-based-other, and other-based-other) represents an appropriate way to allocate trip generation and associated impacts between residential and non-residential land uses for the purpose of estimating the rough proportionality of the TUMF fee.

Exhibits J-1 through **J-36** of this Appendix include the RivCoM model data aggregated for peak period, off-peak period and daily person VMT for each trip purpose between the respective TUMF zones, and for both model year scenarios. The growth in daily VMT for each trip purpose was calculated as the difference between the daily VMT in the 2018 Existing scenario and the daily VMT in the 2045 No Build scenario. The growth in home-based daily VMT represents 77.7% of the total growth in daily VMT, and the growth in non-home-based daily VMT represents 22.3% of the total growth in daily VMT, as shown in **Table 5.4.** The relative share of the growth in daily VMT summarized in **Table 5.4** provides the basis for estimating the rough proportionality of the TUMF network impacts and related mitigation costs (and associated fees) attributable to new residential and non-residential development, respectively.

EXHIBIT J-1
VMT BY WRCOG TUMF ZONE
TOTAL PEAK PERIOD TRIPS FOR ALL PURPOSES - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	1,084,569	176,144	919,950	98,767	494,843	1,672,280	**4,446,553**
Hemet/San Jacinto	202,282	474,270	189,620	93,211	207,871	736,736	**1,903,990**
Northwest	471,239	62,909	3,082,883	69,489	235,185	3,500,199	**7,421,903**
Pass Area	86,956	66,611	120,609	230,246	31,017	531,753	**1,067,192**
Southwest	474,113	188,640	635,435	61,535	1,822,831	2,240,495	**5,423,048**
Outside WRCOG	833,664	293,941	3,584,150	403,303	1,245,556	129,717,014	**136,077,627**
TOTAL	**3,152,824**	**1,262,514**	**8,532,646**	**956,551**	**4,037,302**	**138,398,477**	**156,340,314**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-2
VMT BY WRCOG TUMF ZONE
PEAK PERIOD HOME-BASED-WORK TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	165,241	58,992	411,439	65,622	197,893	1,220,777	**2,119,965**
Hemet/San Jacinto	70,807	53,805	128,758	48,898	103,290	567,394	**972,951**
Northwest	143,340	37,259	674,676	53,185	136,185	1,920,635	**2,965,279**
Pass Area	25,983	15,665	65,646	34,287	18,981	304,632	**465,194**
Southwest	165,236	76,537	376,007	49,330	410,382	1,721,102	**2,798,594**
Outside WRCOG	420,948	169,433	1,777,239	260,161	753,400	45,139,830	**48,521,011**
TOTAL	**991,555**	**411,691**	**3,433,764**	**511,483**	**1,620,131**	**50,874,369**	**57,842,994**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-3
VMT BY WRCOG TUMF ZONE
PEAK PERIOD HOME-BASED-OTHER TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	673,880	84,730	364,070	26,370	227,784	361,436	**1,738,269**
Hemet/San Jacinto	100,994	306,411	50,898	33,509	84,214	146,284	**722,311**
Northwest	239,023	20,386	1,679,367	13,441	81,648	1,178,130	**3,211,995**
Pass Area	45,133	33,006	42,321	129,128	10,013	167,567	**427,168**
Southwest	234,369	82,255	197,098	10,679	1,016,873	402,898	**1,944,172**
Outside WRCOG	326,013	98,751	1,241,409	108,093	389,492	54,404,000	**56,567,758**
TOTAL	**1,619,412**	**625,538**	**3,575,162**	**321,221**	**1,810,024**	**56,660,315**	**64,611,673**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-4
VMT BY WRCOG TUMF ZONE
PEAK PERIOD HOME-BASED-SCHOOL TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	110,735	3,642	21,950	387	16,486	6,055	**159,255**
Hemet/San Jacinto	8,004	43,231	162	666	2,726	70	**54,859**
Northwest	20,225	79	221,291	28	2,091	56,821	**300,535**
Pass Area	1,326	1,697	103	16,564	7	4,939	**24,635**
Southwest	19,735	3,035	4,593	7	138,861	1,084	**167,315**
Outside WRCOG	6,136	402	60,940	5,117	10,948	5,978,607	**6,062,150**
TOTAL	**166,161**	**52,086**	**309,039**	**22,769**	**171,120**	**6,047,576**	**6,768,750**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-5
VMT BY WRCOG TUMF ZONE
PEAK PERIOD NON-HOME-BASED TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	116,617	17,407	82,092	6,004	49,146	58,568	**329,833**
Hemet/San Jacinto	20,422	60,529	6,881	9,918	17,117	18,684	**133,551**
Northwest	61,455	2,779	414,635	2,683	14,253	282,505	**778,310**
Pass Area	12,768	11,566	8,715	49,680	1,935	47,061	**131,725**
Southwest	40,694	13,037	27,856	1,225	237,362	49,558	**369,732**
Outside WRCOG	65,953	13,263	341,047	28,498	87,982	22,327,971	**22,864,713**
TOTAL	**317,908**	**118,582**	**881,227**	**98,008**	**407,795**	**22,784,346**	**24,607,865**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-6
VMT BY WRCOG TUMF ZONE
PEAK PERIOD HOME-BASED-UNIVERSITY TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	18,096	11,373	40,399	384	3,534	25,445	**99,231**
Hemet/San Jacinto	2,056	10,293	2,922	220	523	4,304	**20,318**
Northwest	7,195	2,406	92,914	152	1,007	62,109	**165,784**
Pass Area	1,747	4,677	3,824	587	80	7,554	**18,470**
Southwest	14,080	13,775	29,881	293	19,353	65,853	**143,236**
Outside WRCOG	14,614	12,092	163,514	1,433	3,734	1,866,606	**2,061,994**
TOTAL	**57,788**	**54,616**	**333,455**	**3,070**	**28,232**	**2,031,871**	**2,509,032**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-7
VMT BY WRCOG TUMF ZONE
TOTAL OFF PEAK TRIPS FOR ALL PURPOSES - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	801,662	128,869	640,224	56,860	339,965	988,339	**2,955,918**
Hemet/San Jacinto	140,692	363,274	109,533	65,159	132,656	415,778	**1,227,093**
Northwest	340,558	37,798	2,341,566	37,213	141,992	2,394,837	**5,293,964**
Pass Area	67,550	54,436	80,501	191,165	19,798	353,246	**766,697**
Southwest	330,176	130,997	414,647	31,788	1,358,749	1,284,306	**3,550,663**
Outside WRCOG	569,970	187,134	2,517,328	247,784	764,704	97,045,358	**101,332,277**
TOTAL	**2,250,608**	**902,509**	**6,103,800**	**629,968**	**2,757,864**	**102,481,863**	**115,126,612**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-8
VMT BY WRCOG TUMF ZONE
OFF PEAK HOME-BASED-WORK TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	64,053	23,015	164,150	25,429	78,516	519,620	**874,784**
Hemet/San Jacinto	27,710	20,523	51,954	19,949	40,698	244,713	**405,547**
Northwest	57,811	15,473	261,251	21,801	56,354	811,368	**1,224,059**
Pass Area	10,592	6,429	27,063	12,994	8,220	128,530	**193,828**
Southwest	65,794	29,706	153,862	20,870	157,689	724,854	**1,152,774**
Outside WRCOG	187,105	76,293	763,815	115,048	322,353	17,962,924	**19,427,539**
TOTAL	**413,065**	**171,439**	**1,422,095**	**216,091**	**663,831**	**20,392,010**	**23,278,531**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-9
VMT BY WRCOG TUMF ZONE
OFF PEAK HOME-BASED-OTHER TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	518,247	66,043	291,090	21,528	180,073	324,734	**1,401,715**
Hemet/San Jacinto	77,692	230,275	41,945	28,302	64,944	130,834	**573,991**
Northwest	181,766	15,629	1,296,905	11,001	63,383	1,010,885	**2,579,569**
Pass Area	35,416	25,064	34,290	99,409	8,287	138,571	**341,037**
Southwest	181,290	62,892	165,057	8,746	793,860	357,826	**1,569,671**
Outside WRCOG	262,051	76,387	1,010,627	87,034	296,373	42,030,568	**43,763,040**
TOTAL	**1,256,461**	**476,289**	**2,839,914**	**256,020**	**1,406,920**	**43,993,419**	**50,229,023**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-10
VMT BY WRCOG TUMF ZONE
OFF PEAK HOME-BASED-SCHOOL TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	29,899	1,018	5,963	112	4,495	1,879	**43,367**
Hemet/San Jacinto	2,171	11,723	46	212	743	22	**14,915**
Northwest	5,315	22	59,984	8	572	16,387	**82,287**
Pass Area	367	460	31	4,489	2	1,358	**6,707**
Southwest	5,242	828	1,239	2	37,812	304	**45,428**
Outside WRCOG	1,679	106	16,999	1,337	2,522	1,608,845	**1,631,488**
TOTAL	**44,671**	**14,158**	**84,261**	**6,159**	**46,147**	**1,628,796**	**1,824,191**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-11
VMT BY WRCOG TUMF ZONE
OFF PEAK NON-HOME-BASED TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	171,868	26,165	127,774	9,573	74,861	103,539	**513,780**
Hemet/San Jacinto	31,023	89,467	11,465	16,561	25,978	33,500	**207,994**
Northwest	88,808	4,136	620,263	4,317	21,165	472,709	**1,211,397**
Pass Area	19,327	17,223	13,991	73,960	3,239	74,839	**202,580**
Southwest	61,789	19,268	45,891	1,951	356,701	84,988	**570,589**
Outside WRCOG	103,831	20,636	536,313	43,581	141,283	33,374,718	**34,220,361**
TOTAL	**476,647**	**176,895**	**1,355,697**	**149,943**	**623,228**	**34,144,292**	**36,926,701**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-12
VMT BY WRCOG TUMF ZONE
OFF PEAK HOME-BASED-UNIVERSITY TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	17,594	12,628	51,247	218	2,019	38,566	**122,272**
Hemet/San Jacinto	2,097	11,286	4,124	136	292	6,709	**24,645**
Northwest	6,858	2,539	103,163	86	517	83,488	**196,652**
Pass Area	1,849	5,259	5,127	313	49	9,947	**22,544**
Southwest	16,062	18,302	48,598	219	12,688	116,334	**212,202**
Outside WRCOG	15,304	13,712	189,575	784	2,172	2,068,303	**2,289,850**
TOTAL	**59,764**	**63,727**	**401,834**	**1,755**	**17,738**	**2,323,347**	**2,868,164**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-13
VMT BY WRCOG TUMF ZONE
TOTAL DAILY TRIPS FOR ALL PURPOSES - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	1,886,231	305,013	1,560,174	155,627	834,808	2,660,619	**7,402,471**
Hemet/San Jacinto	342,975	837,544	299,154	158,370	340,527	1,152,514	**3,131,082**
Northwest	811,797	100,707	5,424,449	106,702	377,177	5,895,035	**12,715,867**
Pass Area	154,507	121,047	201,110	421,411	50,814	884,999	**1,833,889**
Southwest	804,289	319,636	1,050,082	93,323	3,181,580	3,524,801	**8,973,711**
Outside WRCOG	1,403,634	481,075	6,101,478	651,086	2,010,260	226,762,371	**237,409,905**
TOTAL	**5,403,432**	**2,165,023**	**14,636,446**	**1,586,519**	**6,795,166**	**240,880,340**	**271,466,925**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-14
VMT BY WRCOG TUMF ZONE
DAILY HOME-BASED-WORK TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	229,295	82,007	575,590	91,051	276,409	1,740,397	**2,994,749**
Hemet/San Jacinto	98,516	74,328	180,712	68,847	143,988	812,107	**1,378,498**
Northwest	201,151	52,731	935,927	74,986	192,540	2,732,003	**4,189,337**
Pass Area	36,574	22,095	92,709	47,281	27,201	433,163	**659,022**
Southwest	231,030	106,243	529,869	70,200	568,071	2,445,955	**3,951,368**
Outside WRCOG	608,054	245,727	2,541,054	375,209	1,075,753	63,102,754	**67,948,550**
TOTAL	**1,404,620**	**583,131**	**4,855,859**	**727,574**	**2,283,962**	**71,266,379**	**81,121,525**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-15
VMT BY WRCOG TUMF ZONE
DAILY HOME-BASED-OTHER TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	1,192,127	150,772	655,160	47,898	407,857	686,170	**3,139,984**
Hemet/San Jacinto	178,686	536,686	92,843	61,811	149,158	277,118	**1,296,302**
Northwest	420,789	36,015	2,976,272	24,442	145,031	2,189,015	**5,791,564**
Pass Area	80,549	58,070	76,610	228,537	18,300	306,138	**768,205**
Southwest	415,659	145,147	362,155	19,425	1,810,733	760,724	**3,513,843**
Outside WRCOG	588,064	175,138	2,252,036	195,127	685,865	96,434,568	**100,330,798**
TOTAL	**2,875,873**	**1,101,828**	**6,415,076**	**577,241**	**3,216,945**	**100,653,734**	**114,840,696**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-16
VMT BY WRCOG TUMF ZONE
DAILY HOME-BASED-SCHOOL TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	140,634	4,660	27,913	499	20,981	7,934	**202,622**
Hemet/San Jacinto	10,175	54,954	207	877	3,469	92	**69,775**
Northwest	25,540	101	281,274	36	2,663	73,208	**382,822**
Pass Area	1,692	2,157	134	21,053	9	6,297	**31,343**
Southwest	24,977	3,864	5,832	9	176,673	1,388	**212,743**
Outside WRCOG	7,814	508	77,939	6,454	13,470	7,587,452	**7,693,638**
TOTAL	**210,832**	**66,244**	**393,299**	**28,928**	**217,266**	**7,676,372**	**8,592,941**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-17
VMT BY WRCOG TUMF ZONE
DAILY NON-HOME-BASED TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	288,485	43,572	209,866	15,577	124,008	162,106	**843,613**
Hemet/San Jacinto	51,445	149,996	18,346	26,479	43,095	52,184	**341,544**
Northwest	150,263	6,915	1,034,898	7,000	35,418	755,213	**1,989,708**
Pass Area	32,095	28,790	22,706	123,641	5,174	121,900	**334,305**
Southwest	102,482	32,305	73,748	3,176	594,063	134,546	**940,320**
Outside WRCOG	169,784	33,899	877,360	72,079	229,264	55,702,689	**57,085,075**
TOTAL	**794,554**	**295,477**	**2,236,924**	**247,951**	**1,031,023**	**56,928,638**	**61,534,566**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-18
VMT BY WRCOG TUMF ZONE
DAILY HOME-BASED-UNIVERSITY TRIPS ONLY - 2018 EXISTING

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	35,690	24,001	91,646	601	5,553	64,011	**221,503**
Hemet/San Jacinto	4,153	21,580	7,046	356	815	11,012	**44,963**
Northwest	14,054	4,945	196,077	238	1,525	145,596	**362,435**
Pass Area	3,596	9,936	8,951	900	129	17,502	**41,014**
Southwest	30,142	32,078	78,478	512	32,040	182,188	**355,438**
Outside WRCOG	29,918	25,804	353,089	2,217	5,906	3,934,909	**4,351,844**
TOTAL	**117,553**	**118,344**	**735,288**	**4,825**	**45,970**	**4,355,218**	**5,377,197**

Based on RivCOM Year 2018 Existing Scenario, November 2023

EXHIBIT J-19
VMT BY WRCOG TUMF ZONE
TOTAL PEAK PERIOD TRIPS FOR ALL PURPOSES - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	1,799,333	331,707	1,246,839	150,237	725,077	2,074,041	**6,327,234**
Hemet/San Jacinto	419,876	828,755	285,137	155,667	345,759	1,006,889	**3,042,083**
Northwest	719,180	87,427	3,652,429	90,736	283,636	3,816,550	**8,649,959**
Pass Area	166,143	123,928	189,122	408,274	39,950	805,993	**1,733,411**
Southwest	823,445	350,410	894,926	84,115	3,062,054	3,170,545	**8,385,495**
Outside WRCOG	1,208,763	420,070	4,001,373	598,622	1,482,553	151,663,404	**159,374,786**
TOTAL	**5,136,740**	**2,142,297**	**10,269,827**	**1,487,652**	**5,939,029**	**162,537,422**	**187,512,968**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-20
VMT BY WRCOG TUMF ZONE
PEAK PERIOD HOME-BASED-WORK TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	373,364	119,251	639,446	100,864	284,454	1,576,209	**3,093,588**
Hemet/San Jacinto	172,286	134,504	208,376	88,310	169,783	827,421	**1,600,680**
Northwest	244,964	48,849	905,169	66,860	143,376	2,007,531	**3,416,748**
Pass Area	69,297	34,601	118,258	72,874	25,101	465,215	**785,345**
Southwest	346,327	152,164	600,641	69,322	654,211	2,572,563	**4,395,228**
Outside WRCOG	627,554	220,846	2,057,129	369,322	678,800	52,699,890	**56,653,540**
TOTAL	**1,833,791**	**710,214**	**4,529,019**	**767,551**	**1,955,725**	**60,148,829**	**69,945,130**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-21
VMT BY WRCOG TUMF ZONE
PEAK PERIOD HOME-BASED-OTHER TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	1,062,642	154,854	432,156	38,451	340,614	392,364	**2,421,080**
Hemet/San Jacinto	190,962	506,337	65,022	49,916	143,277	154,174	**1,109,688**
Northwest	352,592	31,203	1,941,227	19,896	116,947	1,347,877	**3,809,741**
Pass Area	73,295	60,143	56,197	230,606	12,927	245,844	**679,013**
Southwest	365,033	139,169	213,955	13,093	1,806,167	430,821	**2,968,236**
Outside WRCOG	473,253	165,371	1,354,389	176,377	669,783	64,072,996	**66,912,168**
TOTAL	**2,517,777**	**1,057,076**	**4,062,946**	**528,338**	**3,089,715**	**66,644,076**	**77,899,927**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-22
VMT BY WRCOG TUMF ZONE
PEAK PERIOD HOME-BASED-SCHOOL TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	136,895	5,994	23,940	484	20,215	6,298	**193,827**
Hemet/San Jacinto	13,675	57,088	301	975	4,113	107	**76,259**
Northwest	23,198	110	237,602	33	2,279	66,566	**329,788**
Pass Area	1,880	2,406	139	26,717	7	9,600	**40,749**
Southwest	24,598	3,842	4,731	7	228,422	1,295	**262,895**
Outside WRCOG	6,723	624	64,150	5,947	16,481	6,271,751	**6,365,676**
TOTAL	**206,969**	**70,065**	**330,863**	**34,163**	**271,517**	**6,355,617**	**7,269,194**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-23
VMT BY WRCOG TUMF ZONE
PEAK PERIOD NON-HOME-BASED TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	202,038	35,728	103,488	10,029	74,959	74,079	**500,322**
Hemet/San Jacinto	40,465	115,618	8,342	16,222	27,829	20,983	**229,458**
Northwest	89,752	4,817	459,879	3,793	19,949	335,223	**913,414**
Pass Area	19,244	20,136	9,751	77,216	1,839	73,705	**201,892**
Southwest	63,376	22,555	29,308	1,251	322,054	43,941	**482,484**
Outside WRCOG	88,138	21,358	372,582	45,519	113,947	26,519,796	**27,161,341**
TOTAL	**503,012**	**220,212**	**983,351**	**154,031**	**560,578**	**27,067,727**	**29,488,911**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-24
VMT BY WRCOG TUMF ZONE
PEAK PERIOD HOME-BASED-UNIVERSITY TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	24,394	15,880	47,809	408	4,835	25,090	**118,417**
Hemet/San Jacinto	2,488	15,208	3,096	245	757	4,204	**25,998**
Northwest	8,674	2,448	108,552	155	1,085	59,353	**180,268**
Pass Area	2,428	6,642	4,777	861	76	11,629	**26,412**
Southwest	24,112	32,680	46,293	442	51,199	121,926	**276,652**
Outside WRCOG	13,096	11,872	153,123	1,456	3,543	2,098,971	**2,282,060**
TOTAL	**75,191**	**84,731**	**363,649**	**3,568**	**61,494**	**2,321,174**	**2,909,807**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-25
VMT BY WRCOG TUMF ZONE
TOTAL OFF PEAK TRIPS FOR ALL PURPOSES - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	1,318,612	243,507	855,399	90,116	512,253	1,362,381	**4,382,268**
Hemet/San Jacinto	307,848	620,261	182,200	112,414	232,480	632,480	**2,087,683**
Northwest	514,466	58,795	2,686,245	50,935	187,731	2,945,148	**6,443,318**
Pass Area	125,325	101,371	126,342	322,595	27,752	586,766	**1,290,151**
Southwest	594,702	254,789	612,135	48,790	2,229,187	1,999,442	**5,739,044**
Outside WRCOG	857,986	292,176	2,897,700	380,089	960,617	114,223,362	**119,611,929**
TOTAL	**3,718,939**	**1,570,899**	**7,360,021**	**1,004,939**	**4,150,019**	**121,749,579**	**139,554,395**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-26
VMT BY WRCOG TUMF ZONE
OFF PEAK HOME-BASED-WORK TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	139,109	48,317	252,879	40,263	116,636	745,260	**1,342,464**
Hemet/San Jacinto	68,574	47,643	92,129	35,673	67,839	402,851	**714,710**
Northwest	98,150	23,283	337,214	28,227	65,852	940,673	**1,493,399**
Pass Area	28,513	15,183	50,763	26,317	12,905	221,065	**354,746**
Southwest	143,010	60,883	254,955	32,890	244,955	1,155,616	**1,892,308**
Outside WRCOG	302,064	116,183	938,244	166,464	326,211	21,226,888	**23,076,054**
TOTAL	**779,420**	**311,492**	**1,926,184**	**329,834**	**834,398**	**24,692,353**	**28,873,681**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-27
VMT BY WRCOG TUMF ZONE
OFF PEAK HOME-BASED-OTHER TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	817,753	121,802	362,911	33,093	271,714	415,042	**2,022,315**
Hemet/San Jacinto	161,868	374,441	65,747	46,266	116,874	172,568	**937,763**
Northwest	270,238	25,096	1,486,279	16,476	90,978	1,281,165	**3,170,231**
Pass Area	61,546	47,031	50,231	174,731	11,410	223,207	**568,155**
Southwest	303,367	111,492	202,017	12,889	1,405,767	465,133	**2,500,666**
Outside WRCOG	387,066	126,440	1,130,769	140,486	452,722	49,373,980	**51,611,462**
TOTAL	**2,001,838**	**806,301**	**3,297,953**	**423,940**	**2,349,465**	**51,931,094**	**60,810,592**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-28
VMT BY WRCOG TUMF ZONE
OFF PEAK HOME-BASED-SCHOOL TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	37,552	1,684	7,015	142	5,504	2,210	**54,106**
Hemet/San Jacinto	4,077	15,458	110	341	1,168	42	**21,196**
Northwest	6,276	32	64,909	10	605	20,422	**92,254**
Pass Area	563	684	47	7,234	2	2,659	**11,190**
Southwest	6,927	1,090	1,449	3	62,653	584	**72,705**
Outside WRCOG	2,040	166	19,074	1,704	3,185	1,683,458	**1,709,627**
TOTAL	**57,435**	**19,114**	**92,604**	**9,433**	**73,117**	**1,709,376**	**1,961,079**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-29
VMT BY WRCOG TUMF ZONE
OFF PEAK NON-HOME-BASED TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	299,738	55,092	169,871	16,381	115,948	153,204	**810,234**
Hemet/San Jacinto	70,174	166,706	18,278	29,966	46,159	47,597	**378,880**
Northwest	131,414	7,633	681,134	6,136	29,764	610,663	**1,466,744**
Pass Area	31,940	31,225	18,232	113,898	3,385	123,898	**322,577**
Southwest	104,433	36,376	55,746	2,580	484,258	98,486	**781,879**
Outside WRCOG	151,333	34,517	620,329	70,600	176,455	39,604,640	**40,657,873**
TOTAL	**789,032**	**331,549**	**1,563,590**	**239,561**	**855,969**	**40,638,488**	**44,418,188**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-30
VMT BY WRCOG TUMF ZONE
OFF PEAK HOME-BASED-UNIVERSITY TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	24,461	16,612	62,722	237	2,451	46,666	**153,148**
Hemet/San Jacinto	3,155	16,013	5,936	169	440	9,422	**35,134**
Northwest	8,389	2,752	116,708	85	532	92,226	**220,691**
Pass Area	2,763	7,248	7,069	416	50	15,937	**33,483**
Southwest	36,965	44,949	97,968	427	31,554	279,623	**491,486**
Outside WRCOG	15,482	14,869	189,285	835	2,045	2,334,396	**2,556,912**
TOTAL	**91,214**	**102,442**	**479,690**	**2,170**	**37,070**	**2,778,268**	**3,490,855**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-31
VMT BY WRCOG TUMF ZONE
TOTAL DAILY TRIPS FOR ALL PURPOSES - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	3,117,946	575,214	2,102,238	240,353	1,237,329	3,436,422	**10,709,502**
Hemet/San Jacinto	727,723	1,449,016	467,337	268,082	578,239	1,639,369	**5,129,767**
Northwest	1,233,645	146,222	6,338,674	141,671	471,367	6,761,699	**15,093,278**
Pass Area	291,468	225,299	315,464	730,869	67,702	1,392,759	**3,023,562**
Southwest	1,418,147	605,199	1,507,061	132,904	5,291,241	5,169,987	**14,124,539**
Outside WRCOG	2,066,749	712,246	6,899,073	978,711	2,443,170	265,886,766	**278,986,715**
TOTAL	**8,855,679**	**3,713,196**	**17,629,848**	**2,492,590**	**10,089,048**	**284,287,001**	**327,067,363**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-32
VMT BY WRCOG TUMF ZONE
DAILY HOME-BASED-WORK TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	512,473	167,568	892,325	141,127	401,091	2,321,469	**4,436,052**
Hemet/San Jacinto	240,860	182,148	300,505	123,983	237,623	1,230,272	**2,315,390**
Northwest	343,114	72,132	1,242,383	95,087	209,228	2,948,204	**4,910,147**
Pass Area	97,810	49,784	169,021	99,191	38,005	686,279	**1,140,090**
Southwest	489,337	213,047	855,596	102,212	899,166	3,728,179	**6,287,536**
Outside WRCOG	929,618	337,029	2,995,373	535,786	1,005,010	73,926,778	**79,729,594**
TOTAL	**2,613,211**	**1,021,707**	**6,455,203**	**1,097,385**	**2,790,123**	**84,841,182**	**98,818,811**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-33
VMT BY WRCOG TUMF ZONE
DAILY HOME-BASED-OTHER TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	1,880,395	276,656	795,067	71,544	612,328	807,406	**4,443,395**
Hemet/San Jacinto	352,830	880,778	130,769	96,181	260,151	326,742	**2,047,451**
Northwest	622,829	56,299	3,427,506	36,372	207,925	2,629,041	**6,979,972**
Pass Area	134,842	107,173	106,427	405,337	24,337	469,052	**1,247,168**
Southwest	668,400	250,661	415,972	25,982	3,211,934	895,954	**5,468,902**
Outside WRCOG	860,319	291,810	2,485,158	316,863	1,122,505	113,446,976	**118,523,630**
TOTAL	**4,519,614**	**1,863,377**	**7,360,898**	**952,278**	**5,439,180**	**118,575,170**	**138,710,519**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-34
VMT BY WRCOG TUMF ZONE
DAILY HOME-BASED-SCHOOL TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	174,447	7,678	30,955	627	25,718	8,507	**247,933**
Hemet/San Jacinto	17,752	72,546	411	1,316	5,281	149	**97,455**
Northwest	29,474	142	302,511	43	2,884	86,988	**422,042**
Pass Area	2,443	3,091	186	33,950	9	12,260	**51,939**
Southwest	31,524	4,932	6,180	10	291,076	1,879	**335,600**
Outside WRCOG	8,764	790	83,223	7,651	19,666	7,955,209	**8,075,303**
TOTAL	**264,404**	**89,179**	**423,467**	**43,596**	**344,634**	**8,064,992**	**9,230,272**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-35
VMT BY WRCOG TUMF ZONE
DAILY NON-HOME-BASED TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	501,776	90,820	273,360	26,410	190,907	227,284	**1,310,557**
Hemet/San Jacinto	110,639	282,324	26,620	46,188	73,988	68,580	**608,338**
Northwest	221,166	12,450	1,141,014	9,929	49,713	945,886	**2,380,158**
Pass Area	51,183	51,361	27,984	191,114	5,224	197,603	**524,469**
Southwest	167,809	58,931	85,053	3,831	806,312	142,426	**1,264,363**
Outside WRCOG	239,471	55,876	992,911	116,119	290,402	66,124,436	**67,819,215**
TOTAL	**1,292,044**	**551,761**	**2,546,941**	**393,592**	**1,416,547**	**67,706,215**	**73,907,099**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

EXHIBIT J-36
VMT BY WRCOG TUMF ZONE
DAILY HOME-BASED-UNIVERSITY TRIPS ONLY - 2045 NO BUILD

To / From	Central	Hemet/San Jacinto	Northwest	Pass Area	Southwest	Outside WRCOG	TOTAL
Central	48,855	32,492	110,531	645	7,286	71,756	**271,565**
Hemet/San Jacinto	5,642	31,221	9,033	414	1,197	13,626	**61,132**
Northwest	17,063	5,200	225,260	240	1,617	151,579	**400,959**
Pass Area	5,191	13,890	11,846	1,278	126	27,566	**59,896**
Southwest	61,077	77,629	144,261	870	82,752	401,549	**768,138**
Outside WRCOG	28,578	26,741	342,408	2,292	5,587	4,433,366	**4,838,972**
TOTAL	**166,406**	**187,172**	**843,339**	**5,738**	**98,564**	**5,099,442**	**6,400,662**

Based on RivCOM Year 2045 No-Build Scenario, November 2023

Appendix K - Residential Fee Calculation

In general, the fee for the TUMF program is calculated based on the following formula:

$$\frac{\text{Unit Cost Assumptions} \times \text{Recommended Network Improvements}}{\text{Change in Residential and Non-Residential Development}} = \textbf{TUMF}$$

Applying this formula, Unit Cost Assumptions for the various eligible TUMF project types are used to estimate the overall cost to improve the TUMF Network as described in the TUMF Nexus Study. The resultant network improvement cost is then divided proportionally between various residential and non-residential development categories such that each new development type contributes its 'fair share' to the program. Any change in one formula variable has a related impact on the overall TUMF fee, although it is important to note that the resultant impact to the overall fee is not necessarily directly proportional to the formula variable change due to the intricacies of the fee calculation.

The residential fee was calculated by multiplying the estimated TUMF Network improvements cost attributable to mitigating the cumulative regional impacts of new development (**Section 4.0**) by the proportion of all regional trips that are generated by residential land uses (**Section 5.3**), and dividing this number by the projected increase in residential units between 2018 and 2045 (**Table 2.3**).

To account for the difference in trip generation rates between single-family residential units and multi-family residential units, the fee value was normalized for each of these housing types by first multiplying the proposed growth in households between 2018 and 2045 by the existing proportional share of each household type, and then multiplying the resultant values by the respective trip generation rate as published in the Institute of Traffic Engineers Trip Generation Manual, Eleventh Edition, 2021. The respective uniform fee values are presented in **Section 6.1**. **Exhibit K-1** details the calculation of the uniform single-family and multi-family residential fees (and non-residential fees).

On September 28, 2021, California Governor Gavin Newsome signed Assembly Bill 602 (AB 602) approving several changes to the Mitigation Fee Act, including the additional of §66016.5 to the California Government Code (CGC). §66016.5(a)(5)(A) states "A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development…." unless certain findings are made. These findings include:

"(i) An explanation as to why square footage is not appropriate metric to calculate fees imposed on housing development project.
(ii) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

(iii) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees."

To address these provisions of AB 602, WRCOG analyzed the trip generation characteristics of both single-family and multi-family housing units of various sizes to determine whether there was a variation in trip generation rates based on housing unit size substantiating that TUMF should be imposed based on the square footage of the respective housing type. The findings of the analyses for single-family and multi-family, respectively, were summarized in technical memoranda that are included as **Exhibit K-2** for single-family residential units, and **Exhibit K-3** for multi-family residential units.

The findings of the analysis of single-family residential units, as presented in **Exhibit K-2**, indicates that the trip generation rates for these units do vary by housing size, especially for units of 2,500 square feet or less. The findings also noted that variations in trip generation characteristics tended to be more closely correlated to total household population, number of children and number of workers.

Figure 9 in **Exhibit K-2** illustrates Daily Vehicle Trips per Median Square Footage for Single-Family housing units. The figure generally reflects a linear increase in trip generation rate as housing size increases until the unit size reaches between 2,500 and 2,900 square feet, after which the trip generation rate stabilizes at approximately 10 to 12 trips per day. The figure also indicates some clustering of trip generation rates for housing units below 1,800 square feet, and similarly for housing units between 1,800 and 2,300 square feet. Based on these findings, WRCOG has determined that the fee for single-family residential units should be adjusted in four tiers to correlate to the trip generation characteristics associated with various ranges of single-family housing sizes to demonstrate compliance with AB 602.

To develop these tiers, WRCOG reviewed all single-family permits for which TUMF was assessed in the 2022/2023 Fiscal Year, which totaled 3,875 permits. These permit data indicated the square footage for these units ranged from 900 square feet to over 10,000 square feet with the majority of the units being between 1,800 square feet and 3,000 square feet. According to these data, the average square footage of these units was 2,300 square feet. WRCOG then examined the permit distribution to determine how units of various sizes should be grouped for the purposes of assessing TUMF to account for variations in the trip generation rates for single-family residential units of different sizes. An analysis of the different home sizes determined that it would be reasonable to stratify the home sizes into four tiers as presented in **Table K.1**. As indicated in **Table K.1**, approximately ½ of all single-family permits fall into Tier 1 and Tier 2 while the remaining ½ fall into Tier 3 and Tier 4.

Table K.1 – Single-Family Residential Unit Size Distribution in Western Riverside County
(based on FY 2022/2023 Single-Family Residential Unit Permits Issued in Western Riverside County)

Home Size Range (square feet)	Number of Permits	Percentage of Permits
Less than or equal to 1,800	451	12%
1,801 to 2,300	1,409	36%
2,301 to 2,700	1,121	29%
More than 2,700	894	23%
Total	**3,875**	**100%**

The tiers reflecting the adjustments to the standard uniform single-family residential fee per dwelling unit (as calculated in **Table 6.1**) for differing ranges of single-family unit sizes are summarized in **Table K.2**. Consistent with §66016.5(a)(5)(A), the adjustments to the standard single-family residential fee for each tier is roughly proportional to the relative trip generation rates for the units of varying sizes described in each tier. Furthermore, the assessment of the single-family residential fee at the adjusted levels would result in a roughly proportional fee collection for all single-family residential units compared to the assessment of a standard uniform fee across all single-family residential units. This ensures that new single-family residential units continue to contribute their fair share towards the cost of mitigating the cumulative regional impact of new development on the regional transportation system thereby maintaining the program nexus outlined in this document and represented by the fee schedule presented in Table 7.1.

Table K.2 – Single-Family Residential Fee Adjustments by Unit Size

Adjustment Tier	Housing Unit Size Range (in square feet)	Standard Fee Adjustment
Tier 1	Less than or equal to 1,800	80%
Tier 2	1,801 to 2,300	90%
Tier 3	2,301 to 2,700	100%
Tier 4	More than 2,700	125%

Exhibit K-3 presents the findings for multi-family housing units. For multi-family residential units, the results indicate little variation in trip generation rates across the range of multi-family residential unit sizes prompting WRCOG to determine that the fee for multi-family residential units would be most appropriately imposed uniformly across all multi-family dwelling units, regardless of their size.

EXHIBIT K-1 Western Riverside County TUMF Estimate
by Percent of TUMF Share Weighted by PM Peak Hour Trip Generation Rate
Based on Needed Improvements to the Regional System of Highways and Arterials

Residential	Dwelling Units			PM Peak Hour Trip Generation Rate	PM Peak Hour Trip Change	Percentage of PM Peak Hour Trip Change	Fee/DU
	2018	2045	Change				
Single Family Residential	397,407	564,898	167,491	0.99	165,816	78.6%	**$15,476**
Multi Family Residential	157,166	247,501	90,335	0.50	45,168	21.4%	**$7,816**
Total	554,573	812,399	257,826		210,984	100.0%	

Non-Residential	Employees			PM Peak Hour Trip Generation Rate	Peak Hour Trip Char	Percentage of PM Peak Hour Trip Change	Change in SF of GFA	Fee/SF of GFA
	2018	2045	Change					
Industrial	169,334	245,915	76,581	0.6	45,949	15.1%	61,489,565	**$2.33**
Retail	73,814	86,929	13,115	1.8	23,607	7.8%	6,557,500	**$11.21**
Service	308,703	482,958	174,255	1.2	209,106	68.8%	66,735,957	**$9.76**
Government/Public Sector	18,569	30,640	12,071	2.1	25,349	8.3%	3,420,665	**$23.07**
Total	570,420	846,442	276,022		304,011	100.0%	138,203,688	

Notes:
- trip generation rates based on ITE Trip Generation 11th Edition (2021) rates for weekday PM peak hour by generator trip ends
- residential formula: [(TUMF cost share)(residential share of VMT) / (change in housing units)] * (percentage of trip change)
- non-residential formula: [(TUMF cost share)(non-residential share of VMT) / (change in SF of GFA)] * (percentage of trip change)

Calculation Inputs:

residential share of daily VMT	**77.7%**
non-residential share of daily VMT	**22.3%**
total regional mitigation cost	$5,283,909,000
existing obligated improvement funding	$382,886,000
unfunded existing need cost	$646,931,000
MAX TUMF VALUE	**$4,244,608,000**
MAX TUMF SHARE	**80.3%**
Residential Value	$3,298,060,000
Non-Residential Value	$946,548,000

EXHIBIT K-2

[Single-Family] Residential Trip Generation Memorandum
Fehr & Peers, November 16, 2022

FEHR PEERS

Memorandum

Date: November 16, 2022

To: Suzanne Peterson, Christopher Gray, and Chris Tzeng – WRCOG

From: Mike Wallace, Eleanor Hunts, and Jason Pack – Fehr & Peers

Subject: **WRCOG Residential Trip Generation**
Contract No. 2022-65-1400-004 / Task Order No. 2022-65-1400-004-003

OC22- 0864

This memo summarizes the goals, data and analysis, key findings, and recommendations relating to the evaluation of vehicle trip generation and residential development characteristics. Specifically, this memo is intended to inform the Transportation Uniform Mitigation Fee (TUMF) guidelines on the relationship between residential trip generation and home size (square footage) as prescribed in California Assembly Bill 602 (AB 602). This draft memo will be followed-up with a phone call to discuss the recommendations and the memo will be revised and finalized based on the call.

Key Findings

Questions answered through the analysis and the findings are listed below.

- Is home size a key predictor of residential vehicle trip generation? **Yes, for homes of 2,500 square feet or less the trips increase with the larger home size. After 2,500 square feet the number of trips stay constant with home size, all else being equal.**
- Are there other characteristics that have a higher predictive relationship than home size? **Yes, the trip generation increases with the total household population, average number of children, and average number workers. Home size accounts for approximately 50% of the increase in home size for homes less than 2,500 square feet with the remaining 50% explained by multiple factors of the people within the home.**
- Does the location (i.e. TUMF zone) change the relationship of home size or the other characteristics? **No, the home location may influence the size, number of people, or household income, and/or the distance the trips travel, but does not influence the trips generated.**

- Are there recommended changes to the TUMF based on the findings? If so, what is the potential impact to the TUMF collection and home owners? **Yes, it is recommended that smaller homes pay a fee based on home size. The appropriate fee should be evaluated by the TUMF fee consultant to determine the potential impact to fee collected compared to the current fee expectation. Smaller homes paying less could potentially make home ownership less expensive overall compared to larger homes.**

Data Collection

This section describes the data that were used to evaluate the trip generation. Specifically, the identification and selection of study areas, method for obtaining and results of the travel activity, and collection of residential characteristics.

Study Area Selection

To determine the home characteristics that might influence trip generation, representative residential neighborhoods in each of the TUMF zones were identified. The criteria used for selecting neighborhoods included the following:

- Residential land use could be isolated from other uses
- Minimal cut through traffic
- As close to Census Blocks or Block Groups as possible to obtain demographic information
- Minimal construction activity that would change the number of units
- Diverse home size, household income

Based on local knowledge, aerial photos, Census geography, and home information from Zillow, WRCOG staff identified a preliminary list of potential study locations in each TUMF zone. Through discussions and review of each location, Fehr & Peers narrowed down the list of study locations to 23 neighborhoods, shown on **Figure 1**.

Travel Activity

StreetLight Data from smart phones were collected at 23 residential neighborhoods shown on Figure 1 were collected for trips that started or ended within each neighborhood. This method excluded trips that cut through the neighborhood. To avoid holidays, vacations, and to reflect travel when school is in session, data from March 1st through April 30th and September 1st through October 31st for all weekdays in 2019 were collected to represent the average vehicle trips per day for all homes within each study area.

Since StreetLight Data are based on location-based services (LBS) derived from cellular phone applications, 48-hour traffic counts were conducted at eight of the 23 study area locations as a point of comparison. The eight representative count locations were selected to have at least one

location in each TUMF zone, minimize the number of roadways accessing the land use, and to allow the most accurate representation of trips associated with the residential homes without capturing cut through traffic. The eight locations where 48-hour counts were collected are shown on **Figure 2**.

As shown on **Figure 3**, the 48-hour traffic count variation from day to day and the StreetLight Data average are very similar, giving confidence that the StreetLight Data for all study areas would be representative.

Residential Characteristics

The number of homes and characteristics for the homes within each study area were obtained from multiple sources, as summarized in **Table 1**. To identify outliers and the range of values for each variable that would be used to estimate the trip generation, plots of each study location by TUMF zone were developed and are summarized below with reference to the appropriate figure.

- **Figure 4 – Median Square Footage**: good distribution across study areas and within each TUMF zone
- **Figure 5 – Average Persons per Household**: good distribution across study areas and within each TUMF zone
- **Figure 6 – Average Children per Household**: good distribution across study areas and within each TUMF zone, including one study area that has very high children per household and another study area that has very low children per household
- **Figure 7 – Average Workers per Household:** good distribution across study areas and within each TUMF zone
- **Figure 8 – Median Cost per Square Foot**: good distribution across study areas and within each TUMF zone

Based on the review of each variable, the range across the study areas and within each TUMF zone are appropriate for use in the trip generation analysis.

Trip Generation Results

The StreetLight Data daily vehicle trips were used to visually display the relationship of each home characteristic for each study area and within each TUMF zone. The appropriate figure number and conclusion for the relationship are listed below.

- **Figure 9 – Daily Vehicle Trips per Median Square Footage**: slight increase in vehicle trips as median square footage increases
- **Figure 10 – Daily Vehicle Trips per Average Persons per Household**: slight increase in vehicle trips as total number of people per household increases

- **Figure 11 – Daily Vehicle Trips per Average Children per Household**: slight increase in vehicle trips as average number of children per household increases
- **Figure 12 – Daily Vehicle Trips per Average Workers per Household:** slight increase in vehicle trips as average number of workers per household increases
- **Figure 13 – Daily Vehicle Trips per Median Cost per Square Foot**: no clear relationship between average number of workers and trip generation

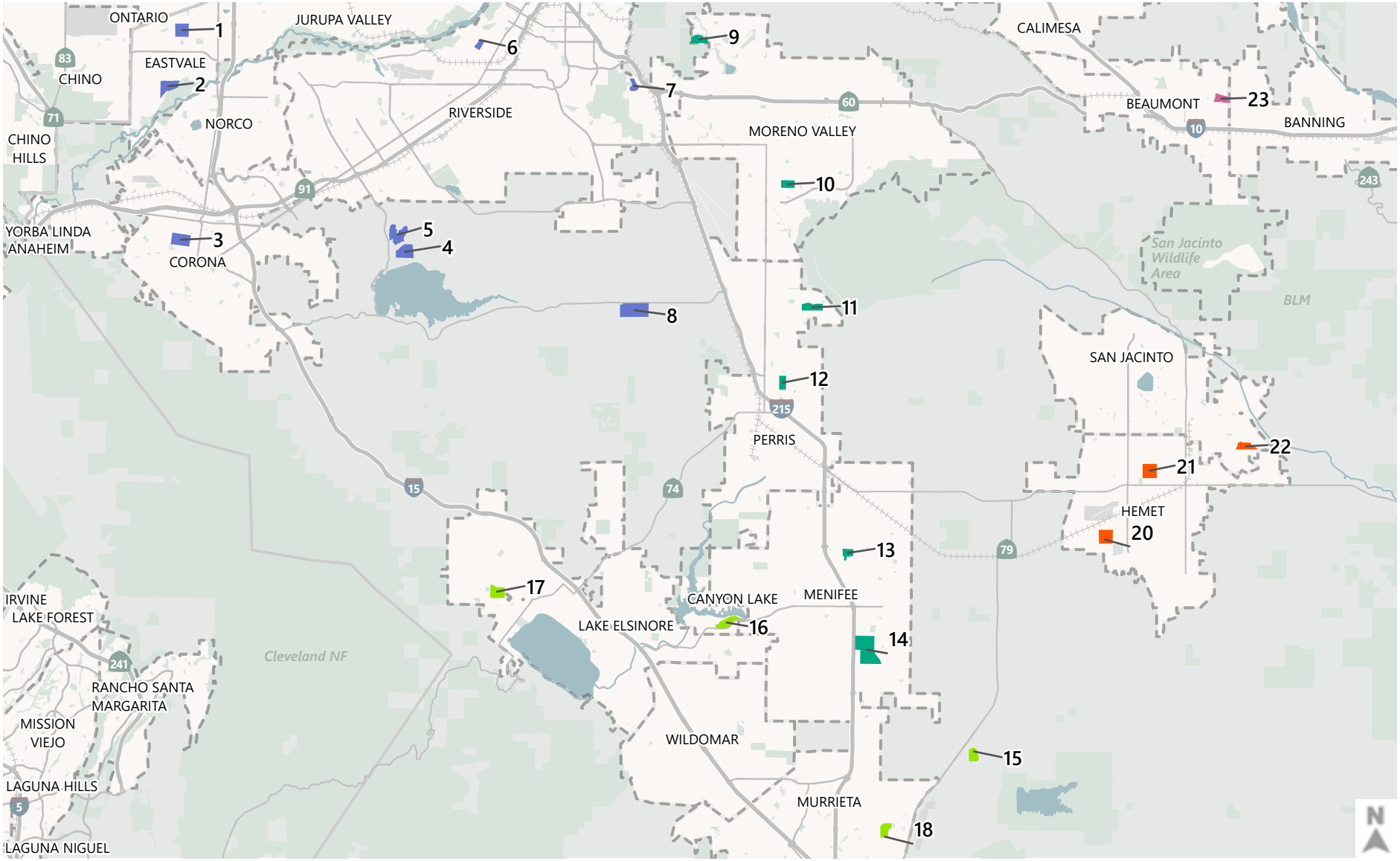
In addition to visual representations of the data, statistical analysis was performed to obtain the correlation between the variables to daily vehicle trips and to determine the regression equations.

Figure 16 – Correlation Matrix for All Variables: the correlation values in the green box for average and median home size of 0.7 indicate a strong positive correlation and mean as home size increases the number of trips increase. The correlation value of 0.7 results in an R-square of 0.49, meaning nearly half of the increase in trip generation is related to home size.

Based on Figures 10 and 11, the relationship between trip generation appeared to be linear, with the relationship possibly changing around 2,500 square feet. The linear regression analysis of average home size was performed for all home sizes, homes 2,500 square feet or smaller, and homes larger than 2,500 square feet. The results of the analysis are summarized in **Table 2**. The results show for home sizes of 2,500 square feet or less, the influence of the home size (represented by the coefficient) is nearly double that when all home sizes are included in the regression. The nearly zero coefficient and very high constant for the regression of home sizes above 2.500 square feet indicate that the trip generation is nearly constant for homes above 2,500 square feet.

Recommendations and Next Steps

Although home characteristics other than square footage have a slight increase in trip generation, the ability to forecast or control all of the characteristics other than home square footage is very difficult. Based on the results of trip generation and discussions with WRCOG regarding the feasible size of homes being constructed in the region, WRCOG will work with the TUMF fee consultant to identify and recommend appropriate fee adjustments based on square footage.



Study Location by TUMF Zone

- Central
- Hemet/San Jacinto
- Northwest
- Pass
- Southwest

City Boundaries

Figure 1

StreetLight Data Collection Locations

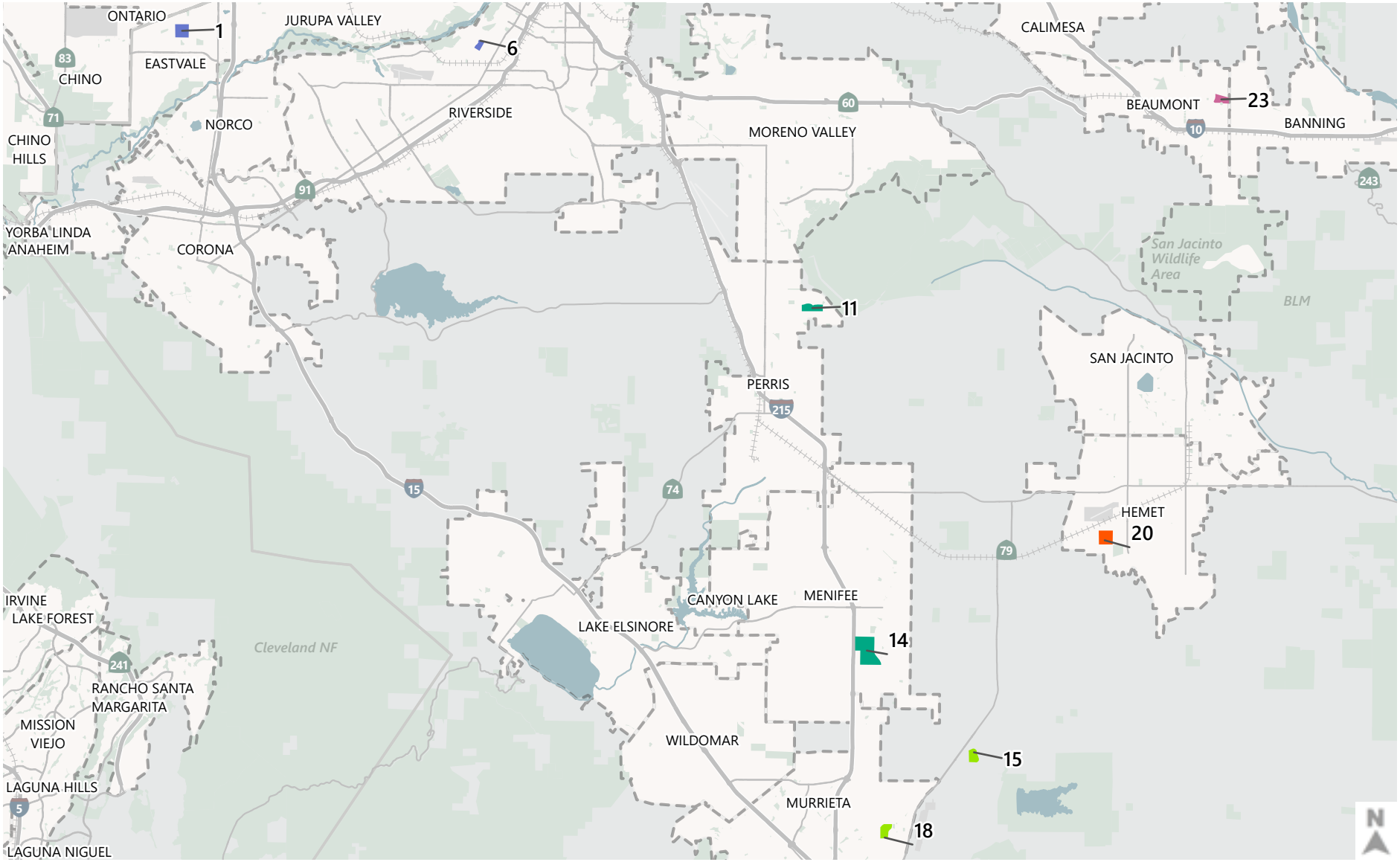
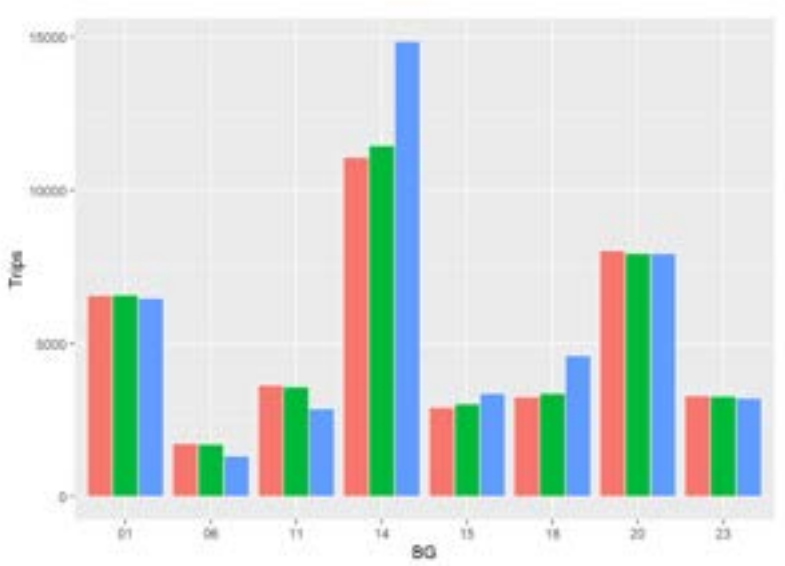


Figure 2

Traffic Count Data Collection Locations

Figure 3 – Comparison of Individual Traffic Counts and StreetLight Data Average



Note: Red and green are the two days of manual count collection and blue are the StreetLight Data average. The BG number corresponds to the number on Figure 2.

Figure 4 – Median Square Footage

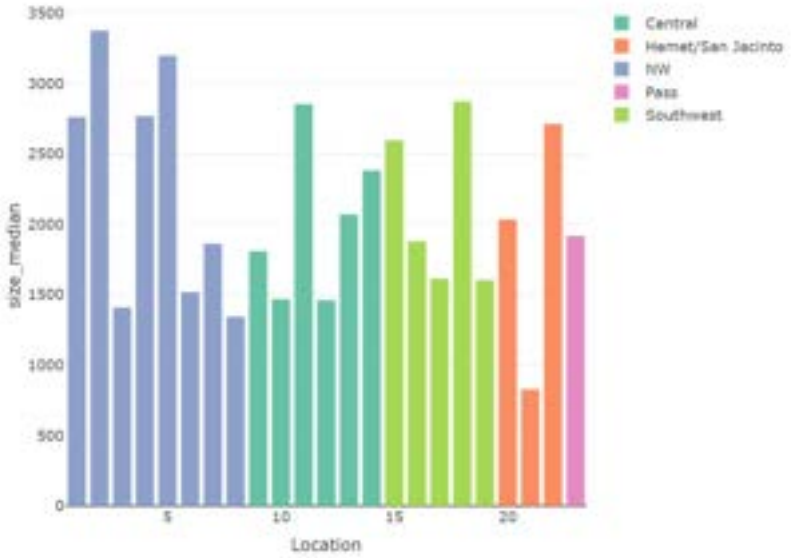


Figure 5 – Average Persons per Household

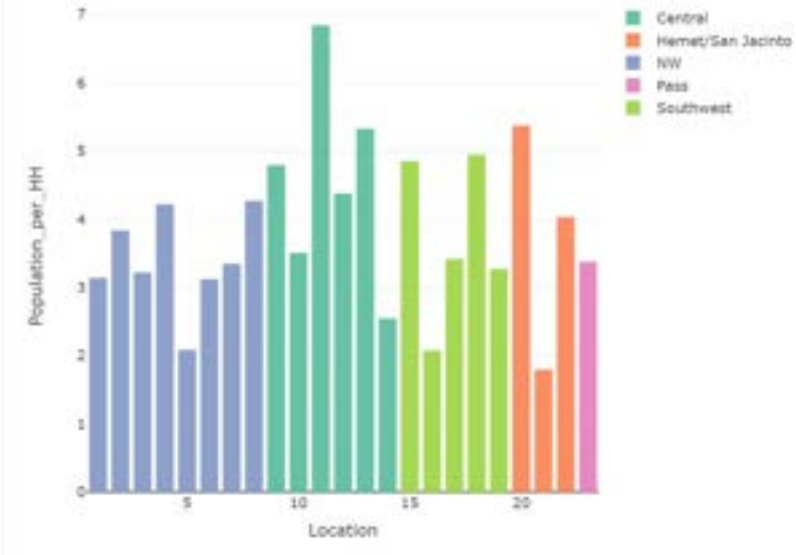


Figure 6 – Average Children per Household

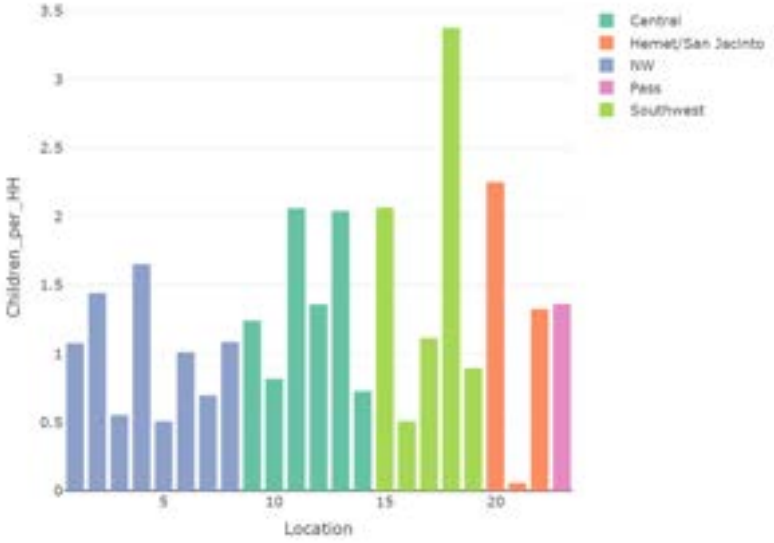


Figure 7 – Average Workers per Household

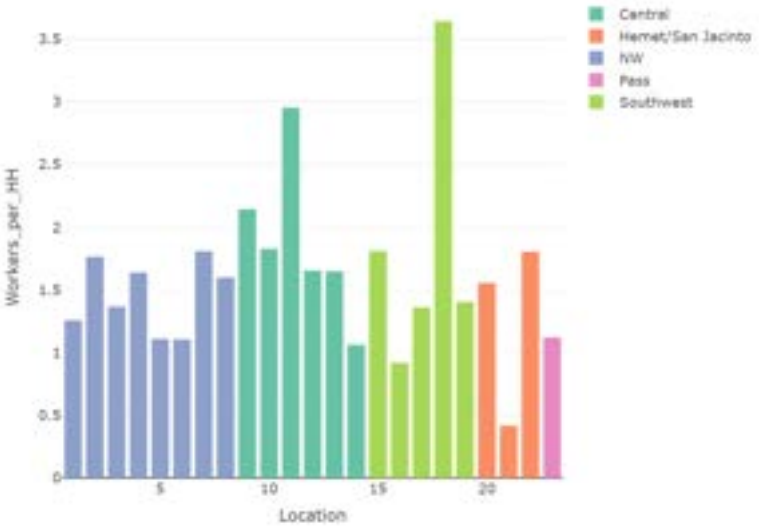


Figure 8 – Median Cost per Square Foot

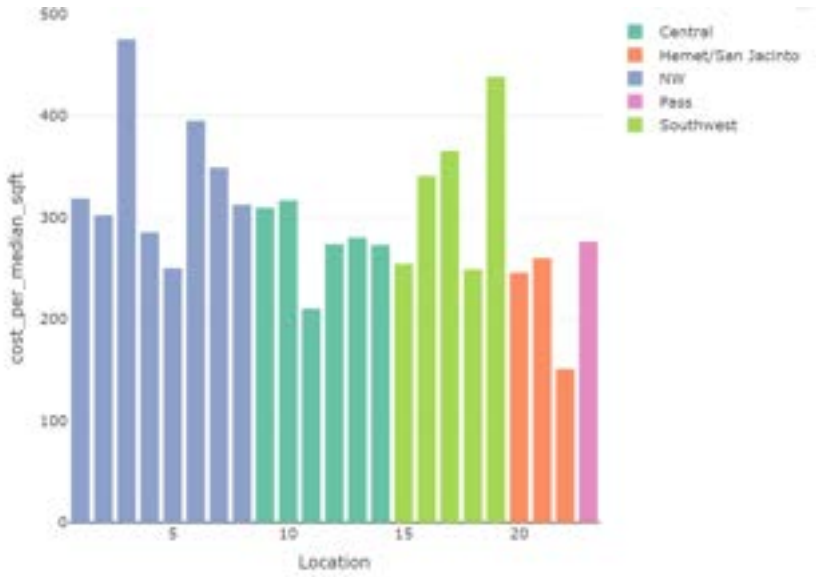


Figure 9 – Daily Vehicle Trips per Median Square Footage

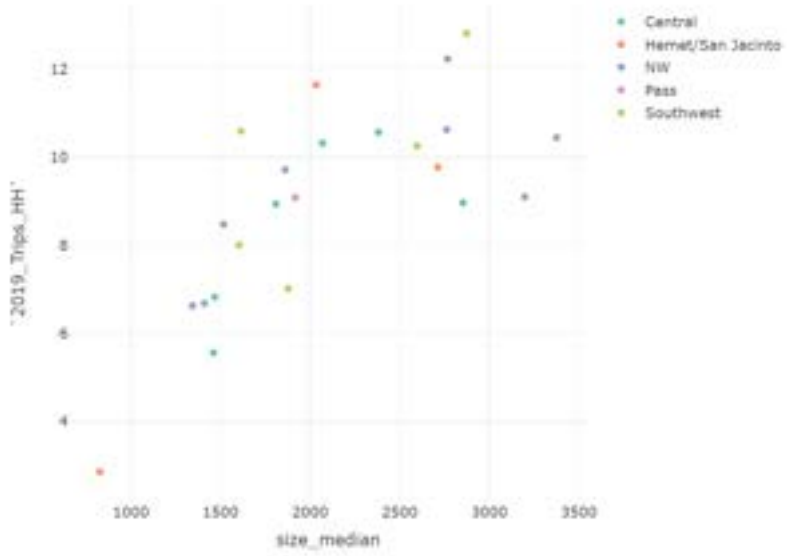


Figure 10 – Daily Vehicle Trips per Average Persons per Household

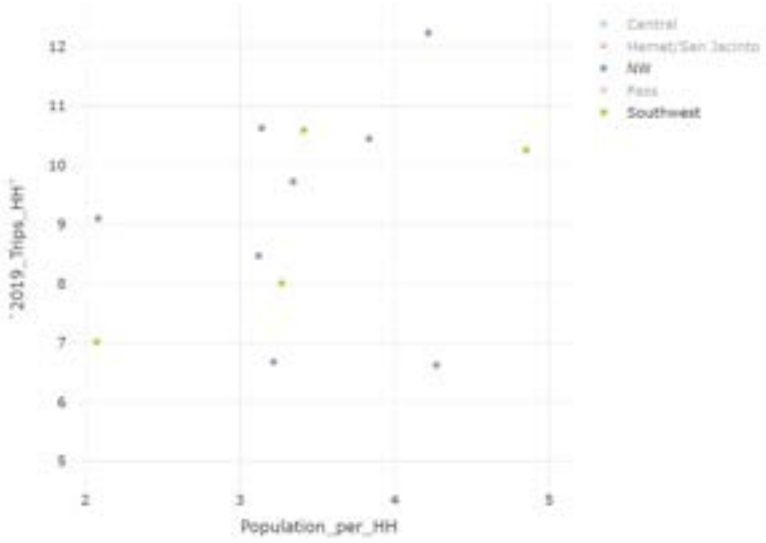


Figure 11 – Daily Vehicle Trips per Average Children per Household

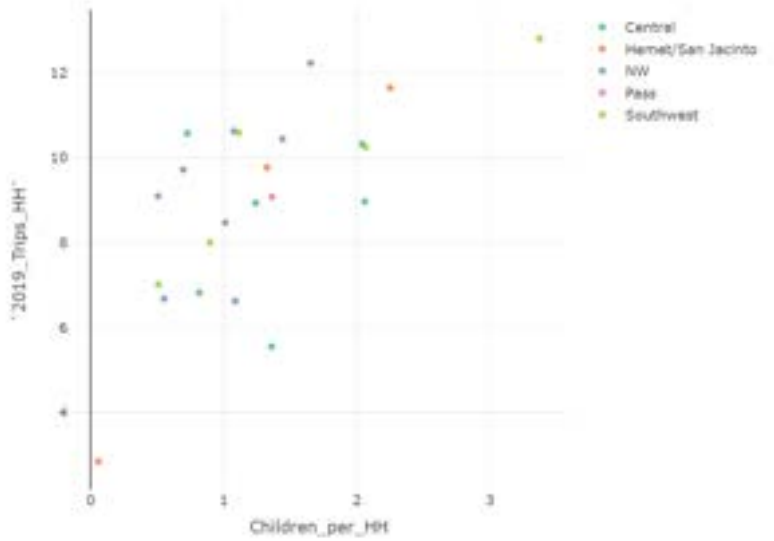


Figure 12 – Daily Vehicle Trips per Average Workers per Household

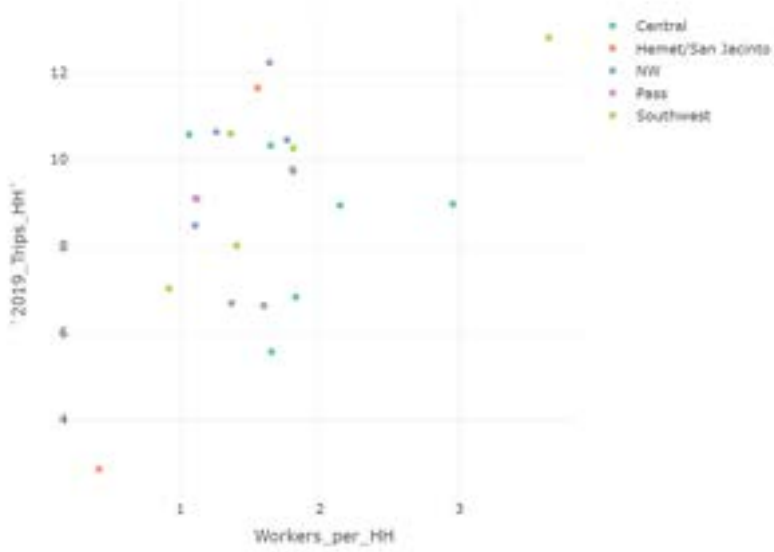


Figure 13 – Daily Vehicle Trips per Median Cost per Square Foot

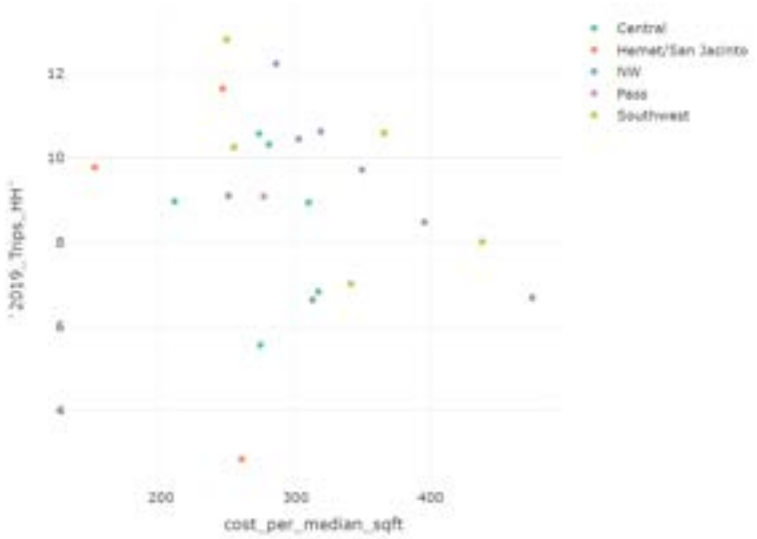


Figure 14 – Correlation Matrix for All Variables

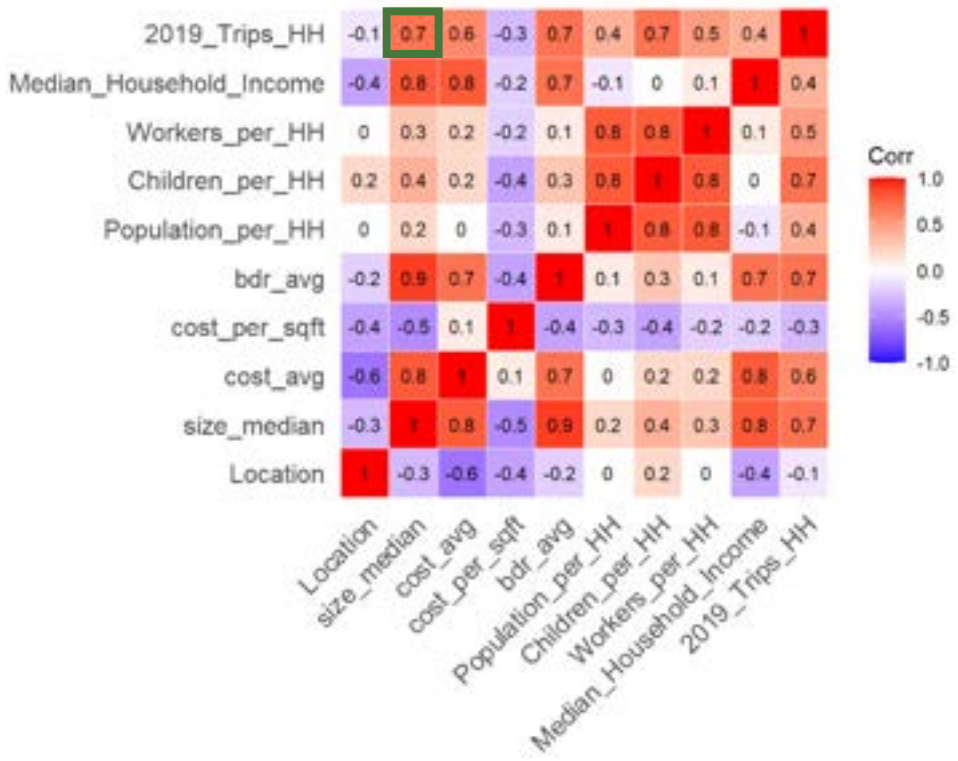


Table 1: Residential Home Data and Sources

Value	Source
Median Home Size	Zillow
Average Home Rooms	Zillow
Average Household Population	ACS 5 year and 1 year
Average Number of Children	ACS 5 year and 1 year
Average Number of Workers	ACS 5 year and 1 year
TUMF Zone	WRCOG
Average Household Income	ACS 5 year and 1 year

Table 2: Daily Total Vehicle Trip Regression Equation Summary

Home Size Variable	Coefficient	Constant	R-Squared
All home sizes			
Median Home Size (KSF)	2.26	4.22	0.507
Homes 2.5 KSF or smaller			
Median Home Size (KSF)	4.11	1.22	0.553
Homes over 2.5 KSF			
Median Home Size (KSF)	-0.3	11.57	0.007

Notes: KSF= Thousand Square Feet

Regression Equations

All home sizes.
Daily total vehicle trips = 2.26 * Median Home Size in Thousand Square Feet + 4.22

Homes l 2.50 thousand square feet or less.
Daily total vehicle trips = 4.11 * Median Home Size in Thousand Square Feet + 1.22

Homes more than 2.50 thousand square feet.
Daily total vehicle trips = -0.3 * Median Home Size in Thousand Square Feet + 11.57

EXHIBIT K-3

Multi-Family Residential Counts and Trip Generation Memorandum
Fehr & Peers, May 12, 2023

FEHR PEERS

Memorandum

Date: May 12, 2023

To: Christopher Gray - WRCOG
Chris Tzeng – WRCOG

From: Jason D. Pack, P.E.
Delia Votsch, P.E.
Raymond Poss

Subject: **DRAFT TUMF Multifamily Residential Counts and Trip Generation**
Task Order No. 2022-65-1400-004-007

OC23-0955

This memorandum summarizes the goals, data collection and analyses, key findings, and recommendations regarding the evaluation of multifamily development characteristics and trip generation. This memo is intended to inform the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) guidelines on the relationship between multifamily trip generation, number of bedrooms per dwelling unit, and average size of dwelling unit.

Key Findings

Questions answered through the data analyses and findings are listed below.

- Are the size of the dwelling unit or number of bedrooms in a dwelling unit key predictors of residential multifamily trip generation? **No, the size of dwelling unit nor the number of bedrooms in a dwelling unit are key predicters of trip generation.**
- Are there other characteristics that have a higher predictive relationship than the number of dwelling units? **No, the number of dwelling units has the highest predictive relationship.**
- Are there recommended changes to the TUMF program or fee calculations based on the findings? If so, what is the potential impact to the TUMF collection process and to developers? **No, it is not recommended that TUMF be updated from basing multifamily development fees on number of dwelling units.**

Background

Western Riverside Council of Governments (WRCOG) provides local roadway funding in part through collection of fees through the Transportation Uniform Mitigation Fee (TUMF) program as part of new developments. These fees vary based on the level of impact the new development will have on traffic as determined by the characteristics of the development. The impact fee for multifamily residential developments is currently determined by the number of dwelling units (DUs).

As required by new state legislature (AB-602), agencies are required to account for the size of the dwelling unit when developing impact fees. As such, Fehr & Peers was contracted to evaluate the relationship between trips generated by multifamily apartment complexes to determine if attributes other than number of dwelling units, including number bedrooms per dwelling unit and average size of dwelling unit, significantly affect trip generation.

Data Collection

This section describes the data used to evaluate multifamily trip generation, including the selection of locations and methods for collecting trip data, apartment characteristics, and regional Census data.

Study Selection Area

To evaluate the effect of dwelling unit size and number of dwelling unit bedrooms on multifamily trip generation, the following criteria were used to select the apartment complexes within Western Riverside County:

- Minimum of one complex per TUMF Zone (five zones total)
- Complexes not within a Transit Priority Area (TPA)
- Complexes not near a college or university

Through discussions and review of each location with WRCOG, Fehr & Peers narrowed the study locations to 12 multifamily apartment complexes as shown on **Figure 1**.

Travel Activity

Trips were observed at each of the 12 complexes by collecting vehicle counts during typical weekdays at each driveway over a three-day period. Trip observations for each complex were averaged over the three-day period and summarized below in **Table 1** for Daily, AM Peak Period, and PM Peak Period counts. Raw data counts taken over the three-day period can be found **Appendix A**.

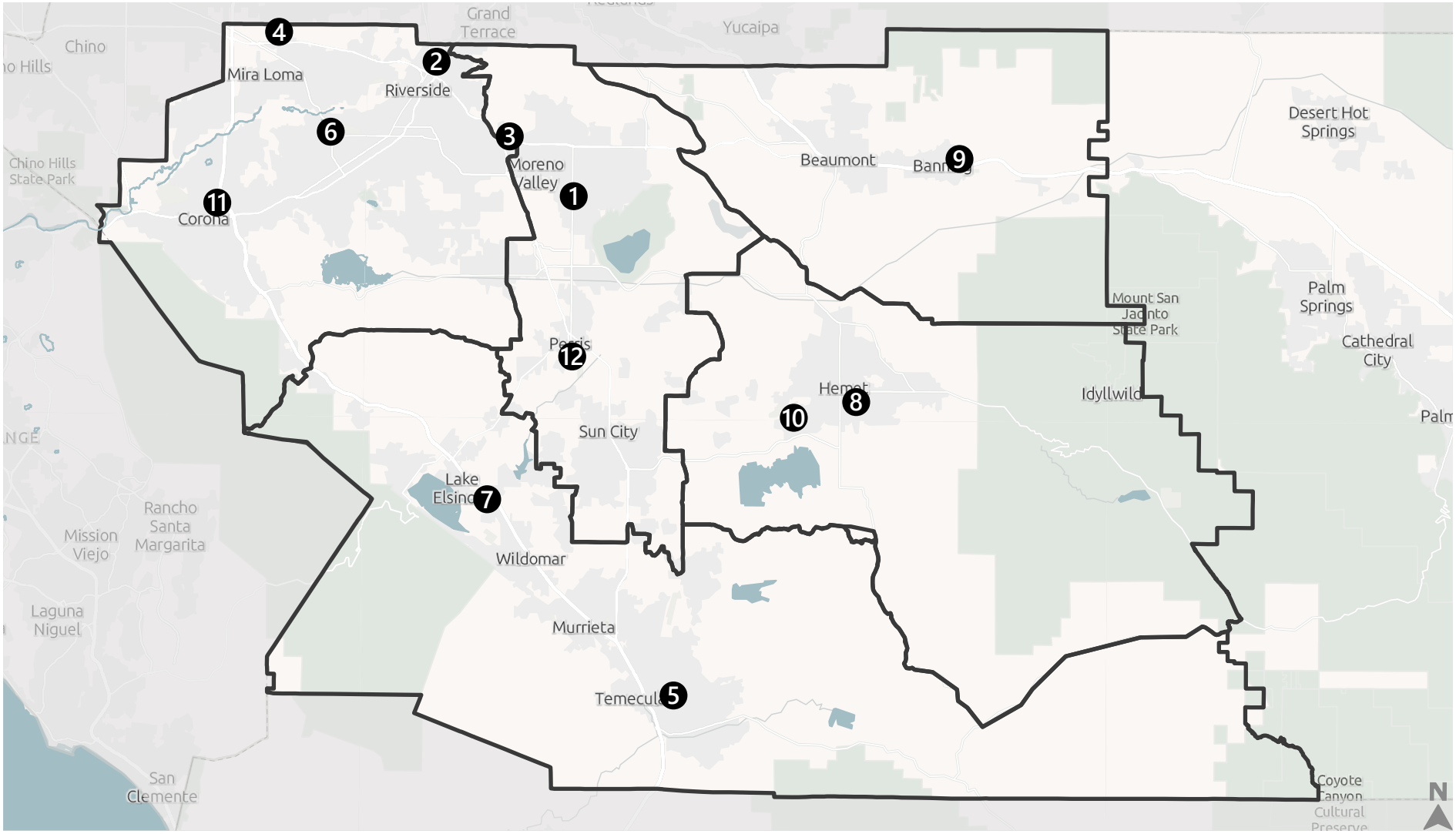


Figure 1

WRCOG TUMF Multifamily Trip Generation Study Sites

Table 1: Multifamily Complex Trip Observations

Study Site #	Location Name	Daily Trips			AM Peak			PM Peak		
		Trips	% In	% Out	Trip Rate	In %	Out %	Trip Rate	In %	Out %
1	Oakwood Apartments	2,089	50%	50%	168	40%	60%	170	56%	44%
2	Springbrook Park Apartments	841	50%	50%	68	34%	66%	69	58%	42%
3	Vista Springs Apartments	1,117	49%	51%	106	36%	64%	82	55%	45%
4	Vesada Apartment Homes	1,625	50%	50%	126	35%	65%	126	62%	38%
5	Morning Ridge Apartments	1,130	51%	49%	88	30%	70%	102	59%	41%
6	Stonegate Apartments	952	56%	44%	67	42%	58%	81	64%	36%
7	River's Edge Apartment Homes	1,045	50%	50%	93	34%	66%	91	57%	43%
8	Mayberry Colony Apartments	616	50%	50%	49	39%	61%	54	52%	48%
9	Summit Ridge Apartments	777	50%	50%	67	39%	61%	57	54%	46%
10	Riverdale Apartments	737	50%	50%	65	32%	68%	67	57%	43%
11	Parkridge Meadows Apartments	744	50%	50%	58	34%	66%	54	63%	37%
12	Hunt Club Apartments	1,422	51%	49%	143	36%	64%	106	60%	40%

Source: Fehr & Peers (2023)

Residential Characteristics

Apartment characteristics, listed below, were obtained from a variety of sources, including conversations with apartment leasing agents, property webpages, Census data, Zillow.com, and the Assessor's Office of Riverside County web page.

- Number of dwelling units
- Number of apartment styles (i.e., number of one-bedroom units, two-bedroom units, etc.)
- Average size (square footage) of dwelling units
- Average number of bedrooms per dwelling unit
- Median monthly household income by Census Tract
- Average number of persons per household by Census Tract
- Proximity to nearest public school

The average size of each dwelling unit was calculated by dividing the total size of all combined dwelling units by the total number of dwelling units. Similarly, the average number of bedrooms per dwelling unit were calculated by dividing the total number of bedrooms by the number of dwelling units. These apartment characteristics are shown below in **Table 2**. Specific information related to each apartment complex are provided in **Appendix B**.

Table 2: Apartment Characteristics

Study Site #	Location Name	# of DUs	Average Size of DU (Sq. Ft.)	Average Number of Bedrooms	Median Monthly Household Income (Dollars)	Average # of Persons per Household	Proximity to Nearest School (Mi)
1	Oakwood Apartments	241	1,040	3.0	$65,240	3.92	0.2
2	Springbrook Park Apartments	112	955	2.0	$77,148	3.6	0.5
3	Vista Springs Apartments	212	822	1.5	$74,333	3.3	0.7
4	Vesada Apartment Homes	261	938	1.7	$79,199	4.53	1.1
5	Morning Ridge Apartments	200	850	1.6	$63,279	2.73	0.6
6	Stonegate Apartments	160	802	1.5	$68,250	3.14	0.7
7	River's Edge Apartment Homes	184	918	1.5	$78,222	3.74	0.4
8	Mayberry Colony Apartments	89	896	1.6	$51,653	3.71	0.7
9	Summit Ridge Apartments	80	529	2.5	$43,100	3.47	0.3
10	Riverdale Apartments	96	1,015	2.6	$87,532	4.33	0.3
11	Parkridge Meadows Apartments	88	771	2.0	$74,886	3.53	0.1
12	Hunt Club Apartments	203	962	2.0	$58,200	4.5	0.8

Sources: Fehr & Peers (2023), U.S. Census Bureau 5-Year American Community Survey (2016-2021), Zillow.com (2023), Riverside County Assessor (2023)

Trip Generation Analysis

Using the data described above, a statistical analysis, including a regression and correlation assessment, was performed to evaluate if a statistically significant relationship exists between multifamily trip generation and the following variables to determine if an update to the development fee calculation was justified.

- Number of dwelling units
- Average size of dwelling units
- Average number of bedrooms per dwelling unit
- Median monthly income
- Average number of persons per household
- Proximity to nearest public school

Correlation Analysis

A correlation analysis was also performed to determine if a one-to-one relationship exists between daily trip generation and an apartment characteristic listed above. **Figure 2**, below, shows the results of the correlation analysis, with darker green cells representing a stronger, positive correlation.

The correlation analysis indicates that daily trip generation has a **strong, positive correlation with the number of dwelling units** and a **moderate, positive correlation with average size of dwelling unit**. All other variables are indicated to have a weak or very weak positive correlation with trip generation.

Figure 2: Trip Generation Correlation Matrix

	Total Vehicles	# of DUs	Average # of Bedrooms per DU	Average DU Size (Sq. Ft.)	Median Monthly Income	Average Household Size	Proximity to Nearest School
Total Vehicles	1.00	0.87	0.29	0.46	0.06	0.34	0.21
# of DUs	0.87	1.00	-0.17	0.43	0.20	0.18	0.51
Average # of Bedrooms per DU	0.29	-0.17	1.00	0.13	-0.09	0.36	-0.60
Average DU Size (Sq. Ft.)	0.46	0.43	0.13	1.00	0.55	0.51	0.16
Median Monthly Income	0.06	0.20	-0.09	0.55	1.00	0.25	-0.02
Average Household Size	0.34	0.18	0.36	0.51	0.25	1.00	0.21
Proximity to Nearest School	0.21	0.51	-0.60	0.16	-0.02	0.21	1.00

Source: Fehr & Peers (2023)

Regression Analysis

An ordinary least squares regression at a 95% confidence interval was performed on the above variables against daily trip generation to screen out variables that yielded statistically insignificant results. The results of the first regression are shown in **Table 3**.

Table 3: Regression Results

Variable	P-Value[1]	Statistically Significant
Number of dwelling units	<0.05	Yes
Average size (square footage) of dwelling units	>0.05	No
Average number of bedrooms per dwelling unit	<0.05	Yes
Median monthly household income	>0.05	No
Average number of persons per household	>0.05	No
Proximity to nearest public school	>0.05	No

Source: Fehr & Peers (2023)

1. P-Values < 0.05 are considered statistically significant. P-Values > 0.05 are considered statistically insignificant.

A subsequent regression was run with the least statistically significant (highest P-value) variable removed. This process was repeated until all remaining variables yielded statistically significant P-values (less than 0.05), resulting in the number of dwelling units and average size of dwelling unit as the remaining variables. The P-Values for these variables are shown below in **Table 4**.

Table 4: Filtered Regression Results

Variable	P-Value[1]	Statistically Significant
Number of dwelling units	$4.8x10^{-07}$	Yes
Average size (square footage) of dwelling units	0.0002	Yes

Source: Fehr & Peers (2023)

1. P-Values < 0.05 are considered statistically significant. P-Values > 0.05 are considered statistically insignificant.

The regression analysis indicates that **number of dwelling units** and **average size of dwelling unit are statistically significant predictors of multifamily trip generation**.

To validate these results, a forward stepwise regression was also completed. A forward stepwise regression is completed by beginning with no variables in the model, and then adding them one at a time based on which has the smallest p-value when tested one at a time. This isolates any possible relationships between the variables and further helps confirm if the vehicle trip rate has a statistically valid correlation to the variables tested.

Table 5: Forward Stepwise Regression Results

Variable	Relationship Rank[1]	P-Value[2]	Statistically Significant
Average size (square footage) of dwelling units	4	0.377	Yes
Average number of bedrooms per dwelling unit	1	0.0008	No
Median monthly household income	3	0.249	Yes
Average number of persons per household	5	0.509	Yes
Proximity to nearest public school	2	0.0239	No

Source: Fehr & Peers (2023)

1. Relationship rank indicates which variable has the strongest correlation with daily vehicle trip rate.
2. P-Values < 0.05 are considered statistically significant. P-Values > 0.05 are considered statistically insignificant.

As noted in Table 5, the variables with the strongest relationship to daily vehicle trip rate (number of bedrooms and distance to nearest school) are not statistically significant.

Trip Generation Results

In both the regression and correlation analyses, the number of dwelling units was found to be the strongest predictor of daily trip generation. All other variables had positive but weaker correlations to daily trip generation, and none were found to be statistically significant predictors of multifamily daily trip generation under both regression analyses.

Table 6: Summary of Trip Generation Results

Variable	Overall Relationship Ranking[1]	Statistically Significant	
		Filtered Regression	Forward Regression
Number of Dwelling Units	1	Yes	Yes
Average number of bedrooms per dwelling unit	2	Yes	No
Proximity to nearest public school	3	No	No
Average size (square footage) of dwelling units	4	No	Yes
Average number of persons per household	5	No	Yes
Median monthly household income	6	No	Yes

Source: Fehr & Peers (2023)

1. Overall relationship rank indicates which variable has the strongest relationship with daily vehicle trip rate under the correlation and forward stepwise regression analyses.

Recommendations and Next Steps

The results of this statistical analysis indicate that the best predictor of trip generation for multifamily apartment complexes in Western Riverside County is the number of dwelling units (the current basis for development fee calculation). Although other variables showed a positive correlation with trip generation, none yielded as strong a relationship. Based on this statistical analysis, it is not recommended that these other variables be incorporated into the TUMF program.

Appendix A: Three-Day Trip Observations

A021323

Study Site 1 - Oakwood Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS79 Southern Dwy east of Perris.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	1	0	0	0	0	1
0:15	0	0	0	0	0	0	12:15	0	0	0	0	0	0
0:30	1	0	0	0	0	1	12:30	1	0	1	0	0	2
0:45	0	0	0	0	0	0	12:45	0	1	0	0	0	1
1:00	1	0	0	0	0	1	13:00	0	0	0	0	0	0
1:15	0	0	0	0	0	0	13:15	0	0	0	0	0	0
1:30	1	0	0	0	0	1	13:30	0	0	0	0	0	0
1:45	0	0	0	0	0	0	13:45	2	0	0	0	0	2
2:00	0	0	0	0	0	0	14:00	0	0	0	0	0	0
2:15	0	0	0	0	0	0	14:15	0	0	0	0	0	0
2:30	0	0	0	0	0	0	14:30	0	0	0	0	0	0
2:45	0	0	0	0	0	0	14:45	0	0	0	0	0	0
3:00	0	0	0	0	0	0	15:00	1	0	0	0	0	1
3:15	0	0	0	0	0	0	15:15	0	2	0	0	0	2
3:30	1	0	0	0	0	1	15:30	2	2	0	0	0	4
3:45	0	0	0	0	0	0	15:45	2	0	0	0	0	2
4:00	0	0	0	0	0	0	16:00	1	0	0	0	0	1
4:15	0	0	0	0	0	0	16:15	2	0	0	0	0	2
4:30	0	0	0	0	0	0	16:30	1	0	0	0	0	1
4:45	0	0	0	0	0	0	16:45	0	0	0	0	0	0
5:00	0	0	0	0	0	0	17:00	2	0	0	0	0	2
5:15	1	0	0	0	0	1	17:15	0	0	0	0	0	0
5:30	0	0	0	0	0	0	17:30	1	0	0	0	0	1
5:45	0	0	0	0	0	0	17:45	1	0	0	0	0	1
6:00	1	0	0	0	0	1	18:00	0	0	0	0	0	0
6:15	0	0	0	0	0	0	18:15	2	0	0	0	0	2
6:30	0	0	0	0	0	0	18:30	1	0	0	0	0	1
6:45	0	0	0	0	0	0	18:45	0	0	0	0	0	0
7:00	1	0	0	0	0	1	19:00	3	1	0	0	0	4
7:15	0	3	0	0	0	3	19:15	0	0	0	0	0	0
7:30	0	0	0	0	0	0	19:30	0	0	0	0	0	0
7:45	0	0	0	0	0	0	19:45	1	0	0	0	0	1
8:00	0	0	0	0	0	0	20:00	0	0	0	0	0	0
8:15	0	0	0	0	0	0	20:15	1	0	0	0	0	1
8:30	0	0	0	0	0	0	20:30	0	0	0	0	0	0
8:45	0	0	0	0	0	0	20:45	0	0	0	0	0	0
9:00	0	0	0	0	0	0	21:00	0	0	0	0	0	0
9:15	2	0	0	0	0	2	21:15	1	0	0	0	0	1
9:30	2	1	0	0	0	3	21:30	1	0	0	0	0	1
9:45	0	0	0	0	0	0	21:45	0	0	0	0	0	0
10:00	1	1	0	0	0	2	22:00	1	0	0	0	0	1
10:15	0	0	0	0	0	0	22:15	0	0	0	0	0	0
10:30	0	0	0	0	0	0	22:30	1	0	0	0	0	1
10:45	1	0	0	0	0	1	22:45	0	0	0	0	0	0
11:00	1	0	0	0	0	1	23:00	0	0	0	0	0	0
11:15	1	0	0	0	0	1	23:15	0	0	0	0	0	0
11:30	0	0	0	0	0	0	23:30	0	0	0	0	0	0
11:45	1	0	0	0	0	1	23:45	0	0	0	0	0	0
TOTAL	17	5	0	0	0	22	TOTAL	29	6	1	0	0	36

AM PEAK HOUR	9:15 AM
AM PEAK VOLUME	7

AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	9

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	46	11	1	0	0	58
% OF TOTAL	79.3%	19.0%	1.7%	0.0%	0.0%	100.0%
AM PEAK	1	3	0	0	0	4
PM PEAK	5	0	0	0	0	5

A13123

Study Site 1 - Oakwood Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS79 Southern Dwy east of Perris.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	1	0	0	0	0	1
0:15	0	0	0	0	0	0	12:15	0	0	0	0	0	0
0:30	1	0	0	0	0	1	12:30	1	0	1	0	0	2
0:45	0	0	0	0	0	0	12:45	0	0	0	0	0	0
1:00	1	0	0	0	0	1	13:00	0	1	0	0	0	1
1:15	0	0	0	0	0	0	13:15	0	0	0	0	0	0
1:30	1	0	0	0	0	1	13:30	0	0	0	0	0	0
1:45	0	0	0	0	0	0	13:45	2	0	0	0	0	2
2:00	0	0	0	0	0	0	14:00	0	0	0	0	0	0
2:15	0	0	0	0	0	0	14:15	0	0	0	0	0	0
2:30	0	0	0	0	0	0	14:30	0	0	0	0	0	0
2:45	0	0	0	0	0	0	14:45	0	0	0	0	0	0
3:00	0	0	0	0	0	0	15:00	1	0	0	0	0	1
3:15	0	0	0	0	0	0	15:15	0	2	0	0	0	2
3:30	0	0	0	0	0	0	15:30	1	1	0	0	0	2
3:45	1	0	0	0	0	1	15:45	3	1	0	0	0	4
4:00	0	0	0	0	0	0	16:00	1	0	0	0	0	1
4:15	0	0	0	0	0	0	16:15	3	0	0	0	0	3
4:30	0	0	0	0	0	0	16:30	1	0	0	0	0	1
4:45	0	0	0	0	0	0	16:45	0	0	0	0	0	0
5:00	1	0	0	0	0	1	17:00	2	0	0	0	0	2
5:15	1	0	0	0	0	1	17:15	0	0	0	0	0	0
5:30	0	0	0	0	0	0	17:30	1	0	0	0	0	1
5:45	0	0	0	0	0	0	17:45	1	0	0	0	0	1
6:00	1	0	0	0	0	1	18:00	1	0	0	0	0	1
6:15	0	0	0	0	0	0	18:15	1	0	0	0	0	1
6:30	0	0	0	0	0	0	18:30	3	0	0	0	0	3
6:45	0	0	0	0	0	0	18:45	0	0	0	0	0	0
7:00	1	0	0	0	0	1	19:00	2	1	0	0	0	3
7:15	0	3	0	0	0	3	19:15	1	0	0	0	0	1
7:30	0	0	0	0	0	0	19:30	0	0	0	0	0	0
7:45	0	0	0	0	0	0	19:45	1	0	0	0	0	1
8:00	0	0	0	0	0	0	20:00	0	0	0	0	0	0
8:15	0	0	0	0	0	0	20:15	1	0	0	0	0	1
8:30	0	0	0	0	0	0	20:30	0	0	0	0	0	0
8:45	0	0	0	0	0	0	20:45	0	0	0	0	0	0
9:00	0	0	0	0	0	0	21:00	0	0	0	0	0	0
9:15	2	0	0	0	0	2	21:15	1	0	0	0	0	1
9:30	2	1	0	0	0	3	21:30	0	0	0	0	0	0
9:45	0	0	0	0	0	0	21:45	1	0	0	0	0	1
10:00	1	1	0	0	0	2	22:00	1	0	0	0	0	1
10:15	0	0	0	0	0	0	22:15	0	0	0	0	0	0
10:30	0	0	0	0	0	0	22:30	1	0	0	0	0	1
10:45	2	0	0	0	0	2	22:45	0	0	0	0	0	0
11:00	1	0	0	0	0	1	23:00	0	0	0	0	0	0
11:15	0	0	0	0	0	0	23:15	0	0	0	0	0	0
11:30	1	0	0	0	0	1	23:30	0	0	0	0	0	0
11:45	1	0	0	0	0	1	23:45	0	0	0	0	0	0
TOTAL	19	5	0	0	0	24	TOTAL	32	6	1	0	0	39

AM PEAK HOUR	9:15 AM
AM PEAK VOLUME	7

AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	10

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	51	11	1	0	0	63
% OF TOTAL	81.0%	17.5%	1.6%	0.0%	0.0%	100.0%
AM PEAK	1	3	0	0	0	4
PM PEAK	6	0	0	0	0	6

A021323

Study Site 1 - Oakwood Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS80 Northern Dwy east of Perris.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	9	0	0	0	0	9	12:00	35	0	0	0	0	35
0:15	6	0	0	0	0	6	12:15	42	1	0	0	0	43
0:30	20	0	0	0	0	20	12:30	36	1	1	0	0	38
0:45	12	0	0	0	0	12	12:45	58	0	0	0	0	58
1:00	16	0	0	0	0	16	13:00	44	0	0	0	0	44
1:15	5	0	0	0	0	5	13:15	39	1	0	0	0	40
1:30	5	0	0	0	0	5	13:30	38	0	0	0	0	38
1:45	7	0	0	0	0	7	13:45	55	0	0	0	0	55
2:00	7	0	0	0	0	7	14:00	44	0	0	0	0	44
2:15	2	0	0	0	0	2	14:15	65	0	0	0	0	65
2:30	2	0	0	0	0	2	14:30	51	0	0	0	0	51
2:45	4	0	0	0	0	4	14:45	63	0	0	0	0	63
3:00	1	0	0	0	0	1	15:00	53	0	0	0	0	53
3:15	2	0	0	0	0	2	15:15	64	2	0	0	0	66
3:30	5	0	0	0	0	5	15:30	66	2	0	0	0	68
3:45	0	0	0	0	0	0	15:45	75	1	0	0	0	76
4:00	6	0	0	0	0	6	16:00	73	0	0	0	0	73
4:15	9	0	0	0	0	9	16:15	67	0	0	0	0	67
4:30	1	0	0	0	0	1	16:30	62	0	0	0	0	62
4:45	2	0	0	0	0	2	16:45	80	0	0	0	0	80
5:00	8	0	0	0	0	8	17:00	48	2	0	0	0	50
5:15	7	0	0	0	0	7	17:15	68	0	0	0	0	68
5:30	5	0	0	0	0	5	17:30	53	0	0	0	0	53
5:45	11	0	0	0	0	11	17:45	60	0	0	0	0	60
6:00	9	0	0	0	0	9	18:00	79	0	0	0	0	79
6:15	11	0	0	0	0	11	18:15	70	0	0	0	0	70
6:30	8	0	0	0	0	8	18:30	60	0	0	0	0	60
6:45	13	0	0	0	0	13	18:45	54	0	0	0	0	54
7:00	10	0	0	0	0	10	19:00	53	0	0	0	0	53
7:15	29	0	0	0	0	29	19:15	43	0	0	0	0	43
7:30	48	0	0	0	0	48	19:30	38	0	0	0	0	38
7:45	70	0	0	0	0	70	19:45	35	0	0	0	0	35
8:00	52	0	0	0	0	52	20:00	48	0	0	0	0	48
8:15	27	0	0	0	0	27	20:15	38	0	0	0	0	38
8:30	52	0	0	0	0	52	20:30	38	0	0	0	0	38
8:45	36	0	1	0	0	37	20:45	32	0	0	0	0	32
9:00	21	1	0	0	0	22	21:00	47	0	0	0	0	47
9:15	19	1	0	0	0	20	21:15	36	0	0	0	0	36
9:30	22	0	0	0	0	22	21:30	35	0	0	0	0	35
9:45	29	1	0	0	0	30	21:45	25	0	0	0	0	25
10:00	28	1	0	0	0	29	22:00	35	0	0	0	0	35
10:15	24	0	0	0	0	24	22:15	24	0	0	0	0	24
10:30	24	0	0	0	0	24	22:30	23	0	0	0	0	23
10:45	35	0	0	0	0	35	22:45	21	0	0	0	0	21
11:00	31	0	0	0	0	31	23:00	16	0	0	0	0	16
11:15	16	0	0	0	0	16	23:15	30	0	0	0	0	30
11:30	20	0	0	0	0	20	23:30	10	0	0	0	0	10
11:45	29	3	0	0	0	32	23:45	17	0	0	0	0	17
TOTAL	815	7	1	0	0	823	TOTAL	2,246	10	1	0	0	2,257

AM PEAK HOUR	7:45 AM
AM PEAK VOLUME	201

AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	284

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	3,061	17	2	0	0	3,080
% OF TOTAL	99.4%	0.6%	0.1%	0.0%	0.0%	100.0%
AM PEAK	201	0	0	0	0	201
PM PEAK	282	0	0	0	0	282

A13123

Study Site 1 - Oakwood Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS80 Northern Dwy east of Perris.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	5	1	0	0	0	6	12:00	59	1	0	0	0	60
0:15	8	0	0	0	0	8	12:15	38	2	0	0	0	40
0:30	7	0	0	0	0	7	12:30	34	0	0	0	0	34
0:45	7	0	0	0	0	7	12:45	32	1	0	0	0	33
1:00	5	1	0	0	0	6	13:00	40	0	0	0	0	40
1:15	6	0	0	0	0	6	13:15	47	0	1	0	0	48
1:30	3	0	0	0	0	3	13:30	51	1	0	0	0	52
1:45	5	0	0	0	0	5	13:45	46	0	0	0	0	46
2:00	3	0	0	0	0	3	14:00	60	0	0	0	0	60
2:15	2	0	0	0	0	2	14:15	49	0	0	0	0	49
2:30	1	0	0	0	0	1	14:30	52	0	0	0	0	52
2:45	3	0	0	0	0	3	14:45	48	0	0	0	0	48
3:00	2	0	0	0	0	2	15:00	57	0	0	0	0	57
3:15	4	0	0	0	0	4	15:15	56	0	0	0	0	56
3:30	5	0	0	0	0	5	15:30	61	1	0	0	0	62
3:45	10	0	0	0	0	10	15:45	37	0	0	0	0	37
4:00	14	0	0	0	0	14	16:00	71	0	0	0	0	71
4:15	17	0	0	0	0	17	16:15	39	0	0	0	0	39
4:30	20	0	0	0	0	20	16:30	53	1	0	0	0	54
4:45	11	0	0	0	0	11	16:45	53	0	0	0	0	53
5:00	15	0	0	0	0	15	17:00	63	0	0	0	0	63
5:15	19	0	0	0	0	19	17:15	46	1	0	0	0	47
5:30	21	0	0	0	0	21	17:30	48	0	0	0	0	48
5:45	23	0	0	0	0	23	17:45	42	0	0	0	0	42
6:00	28	0	0	0	0	28	18:00	48	0	0	0	0	48
6:15	29	0	0	0	0	29	18:15	57	0	0	0	0	57
6:30	27	0	0	0	0	27	18:30	30	0	0	0	0	30
6:45	38	0	0	0	0	38	18:45	33	0	0	0	0	33
7:00	48	0	0	0	0	48	19:00	41	0	0	0	0	41
7:15	79	0	0	0	0	79	19:15	20	0	0	0	0	20
7:30	82	0	0	0	0	82	19:30	32	1	0	0	0	33
7:45	78	0	0	0	0	78	19:45	33	0	0	0	0	33
8:00	57	0	0	0	0	57	20:00	33	0	0	0	0	33
8:15	61	0	0	0	0	61	20:15	31	0	0	0	0	31
8:30	36	1	0	0	0	37	20:30	32	1	0	0	0	33
8:45	34	0	0	0	0	34	20:45	35	0	0	0	0	35
9:00	27	0	0	0	0	27	21:00	29	0	0	0	0	29
9:15	33	0	0	0	0	33	21:15	24	0	0	0	0	24
9:30	27	2	1	0	0	30	21:30	28	0	0	0	0	28
9:45	44	1	0	0	0	45	21:45	24	0	0	0	0	24
10:00	28	1	0	0	0	29	22:00	19	0	0	0	0	19
10:15	39	1	0	0	0	40	22:15	14	0	0	0	0	14
10:30	27	2	0	0	0	29	22:30	16	0	0	0	0	16
10:45	32	0	0	0	0	32	22:45	16	0	0	0	0	16
11:00	36	0	0	0	0	36	23:00	16	0	0	0	0	16
11:15	37	0	0	0	0	37	23:15	19	0	0	0	0	19
11:30	26	0	0	0	0	26	23:30	8	0	0	0	0	8
11:45	39	1	0	0	0	40	23:45	13	0	0	0	0	13
TOTAL	1,208	11	1	0	0	1,220	TOTAL	1,833	10	1	0	0	1,844

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	296

AM PEAK HOUR	3:15 PM
AM PEAK VOLUME	226

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	3,041	21	2	0	0	3,064
% OF TOTAL	99.2%	0.7%	0.1%	0.0%	0.0%	100.0%
AM PEAK	296	0	0	0	0	296
PM PEAK	216	1	0	0	0	217

A021323

Study Site 2 - Springbrook Park Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS75 Eastern Dwy south of Orange.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	6	0	0	0	0	6
0:15	1	0	0	0	0	1	12:15	6	0	0	0	0	6
0:30	1	0	0	0	0	1	12:30	4	0	0	0	0	4
0:45	2	0	0	0	0	2	12:45	7	1	0	0	0	8
1:00	1	0	0	0	0	1	13:00	7	0	0	0	0	7
1:15	1	0	0	0	0	1	13:15	7	0	0	0	0	7
1:30	1	0	0	0	0	1	13:30	8	0	0	0	0	8
1:45	1	0	0	0	0	1	13:45	10	0	0	0	0	10
2:00	0	0	0	0	0	0	14:00	8	0	0	0	0	8
2:15	3	0	0	0	0	3	14:15	6	1	0	0	0	7
2:30	0	0	0	0	0	0	14:30	17	1	0	0	0	18
2:45	0	0	0	0	0	0	14:45	8	0	0	0	0	8
3:00	0	0	0	0	0	0	15:00	11	0	0	0	0	11
3:15	1	0	0	0	0	1	15:15	5	0	0	0	0	5
3:30	1	0	0	0	0	1	15:30	16	0	0	0	0	16
3:45	3	0	0	0	0	3	15:45	22	0	0	0	0	22
4:00	0	0	0	0	0	0	16:00	10	0	0	0	0	10
4:15	1	0	0	0	0	1	16:15	9	2	0	0	0	11
4:30	3	0	0	0	0	3	16:30	14	0	0	0	0	14
4:45	2	0	0	0	0	2	16:45	11	0	0	0	0	11
5:00	1	0	0	0	0	1	17:00	10	0	0	0	0	10
5:15	0	0	0	0	0	0	17:15	12	0	0	0	0	12
5:30	2	0	0	0	0	2	17:30	17	0	0	0	0	17
5:45	3	0	0	0	0	3	17:45	11	0	0	0	0	11
6:00	4	0	0	0	0	4	18:00	5	0	0	0	0	5
6:15	1	3	0	0	0	4	18:15	7	0	0	0	0	7
6:30	0	0	0	0	0	0	18:30	15	0	0	0	0	15
6:45	2	1	0	0	0	3	18:45	13	0	0	0	0	13
7:00	4	2	0	0	0	6	19:00	8	0	0	0	0	8
7:15	4	3	0	0	0	7	19:15	9	0	0	0	0	9
7:30	4	0	0	0	0	4	19:30	9	0	0	0	0	9
7:45	5	0	0	0	0	5	19:45	8	0	0	0	0	8
8:00	5	0	0	0	0	5	20:00	6	0	0	0	0	6
8:15	11	0	0	0	0	11	20:15	10	0	0	0	0	10
8:30	7	0	0	0	0	7	20:30	4	0	0	0	0	4
8:45	6	0	0	0	0	6	20:45	7	0	0	0	0	7
9:00	4	0	0	0	0	4	21:00	4	0	0	0	0	4
9:15	4	0	0	0	0	4	21:15	2	0	0	0	0	2
9:30	1	0	0	0	0	1	21:30	6	0	0	0	0	6
9:45	2	1	0	0	0	3	21:45	8	0	0	0	0	8
10:00	1	0	0	0	0	1	22:00	3	0	0	0	0	3
10:15	6	1	0	0	0	7	22:15	5	0	0	0	0	5
10:30	8	0	0	0	0	8	22:30	5	0	0	0	0	5
10:45	1	0	0	0	0	1	22:45	3	0	0	0	0	3
11:00	4	1	0	0	0	5	23:00	1	0	0	0	0	1
11:15	2	0	1	0	0	3	23:15	5	0	0	0	0	5
11:30	2	0	0	0	0	2	23:30	0	0	0	0	0	0
11:45	10	1	1	0	0	12	23:45	0	0	0	0	0	0
TOTAL	128	13	2	0	0	143	TOTAL	385	5	0	0	0	390

AM PEAK HOUR	8:00 AM
AM PEAK VOLUME	29

AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	59

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	513	18	2	0	0	533
% OF TOTAL	96.2%	3.4%	0.4%	0.0%	0.0%	100.0%
AM PEAK	29	0	0	0	0	29
PM PEAK	50	0	0	0	0	50

A13123

Study Site 2 - Springbrook Park Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS75 Eastern Dwy south of Orange.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	8	1	0	0	0	9
0:15	0	0	0	0	0	0	12:15	6	0	0	0	0	6
0:30	0	0	0	0	0	0	12:30	6	2	1	0	0	9
0:45	2	0	0	0	0	2	12:45	4	0	0	0	0	4
1:00	0	0	0	0	0	0	13:00	5	0	0	0	0	5
1:15	0	0	0	0	0	0	13:15	6	0	0	0	0	6
1:30	0	0	0	0	0	0	13:30	3	0	0	0	0	3
1:45	0	0	0	0	0	0	13:45	8	0	0	0	0	8
2:00	0	0	0	0	0	0	14:00	12	0	0	0	0	12
2:15	3	0	0	0	0	3	14:15	9	0	0	0	0	9
2:30	2	0	0	0	0	2	14:30	9	0	0	0	0	9
2:45	5	0	0	0	0	5	14:45	8	0	0	0	0	8
3:00	0	0	0	0	0	0	15:00	6	0	0	0	0	6
3:15	4	0	0	0	0	4	15:15	7	0	0	0	0	7
3:30	6	0	0	0	0	6	15:30	9	0	0	0	0	9
3:45	1	0	0	0	0	1	15:45	3	0	0	0	0	3
4:00	3	0	0	0	0	3	16:00	15	0	0	0	0	15
4:15	1	0	0	0	0	1	16:15	11	0	0	0	0	11
4:30	5	0	0	0	0	5	16:30	15	0	0	0	0	15
4:45	7	0	0	0	0	7	16:45	9	0	0	0	0	9
5:00	4	0	0	0	0	4	17:00	5	0	0	0	0	5
5:15	7	0	0	0	0	7	17:15	11	0	0	0	0	11
5:30	3	0	0	0	0	3	17:30	6	0	0	0	0	6
5:45	6	0	0	0	0	6	17:45	10	0	0	0	0	10
6:00	5	0	0	0	0	5	18:00	5	0	0	0	0	5
6:15	9	0	0	0	0	9	18:15	9	0	0	0	0	9
6:30	6	0	0	0	0	6	18:30	5	0	0	0	0	5
6:45	7	0	0	0	0	7	18:45	6	0	0	0	0	6
7:00	5	0	0	0	0	5	19:00	10	0	0	0	0	10
7:15	12	0	0	0	0	12	19:15	10	0	0	0	0	10
7:30	19	0	1	0	0	20	19:30	5	0	0	0	0	5
7:45	19	0	0	0	0	19	19:45	5	0	0	0	0	5
8:00	7	0	0	0	0	7	20:00	5	0	0	0	0	5
8:15	9	0	0	0	0	9	20:15	2	0	0	0	0	2
8:30	4	0	1	0	0	5	20:30	5	0	0	0	0	5
8:45	9	0	0	0	0	9	20:45	3	0	0	0	0	3
9:00	3	0	0	0	0	3	21:00	5	0	0	0	0	5
9:15	6	0	0	0	0	6	21:15	2	0	0	0	0	2
9:30	4	0	0	0	0	4	21:30	9	0	0	0	0	9
9:45	1	0	0	0	0	1	21:45	5	0	0	0	0	5
10:00	5	0	0	0	0	5	22:00	1	0	0	0	0	1
10:15	8	0	0	0	0	8	22:15	3	0	0	0	0	3
10:30	4	0	0	0	0	4	22:30	5	0	0	0	0	5
10:45	3	0	0	0	0	3	22:45	6	0	0	0	0	6
11:00	11	1	0	0	0	12	23:00	3	0	0	0	0	3
11:15	6	0	0	0	0	6	23:15	0	0	0	0	0	0
11:30	4	1	0	0	0	5	23:30	4	0	0	0	0	4
11:45	8	0	0	0	0	8	23:45	2	0	0	0	0	2
TOTAL	234	2	2	0	0	238	TOTAL	306	3	1	0	0	310

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	58

AM PEAK HOUR	4:00 PM
AM PEAK VOLUME	50

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	540	5	3	0	0	548
% OF TOTAL	98.5%	0.9%	0.5%	0.0%	0.0%	100.0%
AM PEAK	57	0	1	0	0	58
PM PEAK	50	0	0	0	0	50

A021323

Study Site 2 - Springbrook Park Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS76 Western Dwy south of Orange.

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	7	1	0	0	0	8
0:15	3	0	0	0	0	3	12:15	11	0	0	0	0	11
0:30	1	0	0	0	0	1	12:30	12	2	1	0	0	15
0:45	3	0	0	0	0	3	12:45	6	0	0	0	0	6
1:00	0	0	0	0	0	0	13:00	13	0	0	0	0	13
1:15	1	0	0	0	0	1	13:15	11	1	0	0	0	12
1:30	0	0	0	0	0	0	13:30	10	0	0	0	0	10
1:45	1	0	0	0	0	1	13:45	9	0	0	0	0	9
2:00	1	0	0	0	0	1	14:00	13	0	0	0	0	13
2:15	0	0	0	0	0	0	14:15	10	0	0	0	0	10
2:30	0	0	0	0	0	0	14:30	13	0	0	0	0	13
2:45	4	0	0	0	0	4	14:45	10	0	0	0	0	10
3:00	0	0	0	0	0	0	15:00	12	0	0	0	0	12
3:15	1	0	0	0	0	1	15:15	13	0	0	0	0	13
3:30	0	0	0	0	0	0	15:30	16	0	0	0	0	16
3:45	0	0	0	0	0	0	15:45	15	0	0	0	0	15
4:00	0	0	0	0	0	0	16:00	13	1	0	0	0	14
4:15	0	0	0	0	0	0	16:15	14	0	0	0	0	14
4:30	2	0	0	0	0	2	16:30	13	0	0	0	0	13
4:45	1	0	0	0	0	1	16:45	14	0	0	0	0	14
5:00	1	0	0	0	0	1	17:00	16	0	0	0	0	16
5:15	5	0	0	0	0	5	17:15	13	0	0	0	0	13
5:30	4	0	0	0	0	4	17:30	24	0	0	0	0	24
5:45	2	0	0	0	0	2	17:45	17	0	0	0	0	17
6:00	5	0	0	0	0	5	18:00	20	0	0	0	0	20
6:15	5	0	0	0	0	5	18:15	15	0	0	0	0	15
6:30	2	0	0	0	0	2	18:30	10	0	0	0	0	10
6:45	1	0	0	0	0	1	18:45	9	0	0	0	0	9
7:00	2	0	0	0	0	2	19:00	18	0	0	0	0	18
7:15	2	0	1	0	0	3	19:15	13	0	0	0	0	13
7:30	7	0	0	0	0	7	19:30	8	0	0	0	0	8
7:45	15	0	0	0	0	15	19:45	7	0	0	0	0	7
8:00	9	0	0	0	0	9	20:00	11	0	0	0	0	11
8:15	6	0	1	0	0	7	20:15	11	0	0	0	0	11
8:30	10	0	0	0	0	10	20:30	7	0	0	0	0	7
8:45	8	0	0	0	0	8	20:45	9	0	0	0	0	9
9:00	10	0	0	0	0	10	21:00	14	0	0	0	0	14
9:15	7	0	0	0	0	7	21:15	11	0	0	0	0	11
9:30	3	1	0	0	0	4	21:30	7	0	0	0	0	7
9:45	3	0	0	0	0	3	21:45	15	0	0	0	0	15
10:00	10	1	0	0	0	11	22:00	5	0	0	0	0	5
10:15	3	0	0	0	0	3	22:15	7	0	0	0	0	7
10:30	8	0	0	0	0	8	22:30	4	0	0	0	0	4
10:45	7	0	0	0	0	7	22:45	5	0	0	0	0	5
11:00	3	0	0	0	0	3	23:00	4	0	0	0	0	4
11:15	7	0	0	0	0	7	23:15	3	0	0	0	0	3
11:30	2	1	0	0	0	3	23:30	7	0	0	0	0	7
11:45	7	0	0	0	0	7	23:45	6	0	0	0	0	6
TOTAL	174	3	2	0	0	179	TOTAL	531	5	1	0	0	537

AM PEAK HOUR	7:45 AM
AM PEAK VOLUME	41

AM PEAK HOUR	5:30 PM
AM PEAK VOLUME	76

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	705	8	3	0	0	716
% OF TOTAL	98.5%	1.1%	0.4%	0.0%	0.0%	100.0%
AM PEAK	40	0	1	0	0	41
PM PEAK	70	0	0	0	0	70

A13123

Study Site 2 - Springbrook Park Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS76 Western Dwy south of Orange.

AM	OUT					
TIME	1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0
0:15	1	0	0	0	0	1
0:30	0	0	0	0	0	0
0:45	1	0	0	0	0	1
1:00	0	0	0	0	0	0
1:15	0	0	0	0	0	0
1:30	1	0	0	0	0	1
1:45	0	0	0	0	0	0
2:00	1	0	0	0	0	1
2:15	1	0	0	0	0	1
2:30	0	0	0	0	0	0
2:45	0	0	0	0	0	0
3:00	0	0	0	0	0	0
3:15	1	0	0	0	0	1
3:30	6	0	0	0	0	6
3:45	9	0	0	0	0	9
4:00	4	0	0	0	0	4
4:15	8	0	0	0	0	8
4:30	5	0	0	0	0	5
4:45	6	0	0	0	0	6
5:00	5	0	0	0	0	5
5:15	6	0	0	0	0	6
5:30	6	0	0	0	0	6
5:45	6	0	0	0	0	6
6:00	7	0	0	0	0	7
6:15	5	3	0	0	0	8
6:30	13	0	0	0	0	13
6:45	2	0	0	0	0	2
7:00	7	3	0	0	0	10
7:15	17	3	0	0	0	20
7:30	18	0	0	0	0	18
7:45	24	0	0	0	0	24
8:00	16	0	0	0	0	16
8:15	12	0	0	0	0	12
8:30	17	0	0	0	0	17
8:45	14	0	0	0	0	14
9:00	8	0	0	0	0	8
9:15	9	0	0	0	0	9
9:30	10	1	0	0	0	11
9:45	1	1	0	0	0	2
10:00	13	0	0	0	0	13
10:15	12	2	0	0	0	14
10:30	9	0	0	0	0	9
10:45	6	0	0	0	0	6
11:00	11	0	0	0	0	11
11:15	3	0	0	0	0	3
11:30	5	0	1	0	0	6
11:45	8	1	0	0	0	9
TOTAL	314	14	1	0	0	329

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	78

PM	OUT					
Time	1	2	3	4	5	TOTAL
12:00	6	0	1	0	0	7
12:15	9	0	0	0	0	9
12:30	9	0	0	0	0	9
12:45	4	0	0	0	0	4
13:00	6	1	0	0	0	7
13:15	11	1	0	0	0	12
13:30	20	0	0	0	0	20
13:45	11	0	0	0	0	11
14:00	13	0	0	0	0	13
14:15	11	0	0	0	0	11
14:30	11	2	0	0	0	13
14:45	9	0	0	0	0	9
15:00	21	0	0	0	0	21
15:15	11	0	0	0	0	11
15:30	9	0	0	0	0	9
15:45	9	0	0	0	0	9
16:00	9	1	0	0	0	10
16:15	8	1	0	0	0	9
16:30	8	1	0	0	0	9
16:45	10	0	0	0	0	10
17:00	3	0	0	0	0	3
17:15	9	0	0	0	0	9
17:30	11	0	0	0	0	11
17:45	11	0	0	0	0	11
18:00	15	0	0	0	0	15
18:15	10	0	0	0	0	10
18:30	9	0	0	0	0	9
18:45	9	0	0	0	0	9
19:00	4	0	0	0	0	4
19:15	9	0	0	0	0	9
19:30	10	0	0	0	0	10
19:45	4	0	0	0	0	4
20:00	7	0	0	0	0	7
20:15	4	0	0	0	0	4
20:30	11	0	0	0	0	11
20:45	5	0	0	0	0	5
21:00	6	0	0	0	0	6
21:15	7	0	0	0	0	7
21:30	3	0	0	0	0	3
21:45	4	0	0	0	0	4
22:00	11	0	0	0	0	11
22:15	2	0	0	0	0	2
22:30	5	0	0	0	0	5
22:45	0	0	0	0	0	0
23:00	3	0	0	0	0	3
23:15	3	0	0	0	0	3
23:30	3	0	0	0	0	3
23:45	1	0	0	0	0	1
TOTAL	384	7	1	0	0	392

AM PEAK HOUR	1:15 PM
AM PEAK VOLUME	56

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	698	21	2	0	0	721
% OF TOTAL	96.8%	2.9%	0.3%	0.0%	0.0%	100.0%
AM PEAK	75	3	0	0	0	78
PM PEAK	35	3	0	0	0	38

A021323

Study Site 3 - Vista Springs Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS77 Dwy east of Clark

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	4	0	0	0	0	4	12:00	13	0	0	0	0	13
0:15	3	0	0	0	0	3	12:15	3	0	0	0	0	3
0:30	1	0	0	0	0	1	12:30	8	0	0	0	0	8
0:45	5	0	0	0	0	5	12:45	11	0	0	0	0	11
1:00	3	0	0	0	0	3	13:00	8	0	0	0	0	8
1:15	1	0	0	0	0	1	13:15	12	0	0	0	0	12
1:30	0	0	0	0	0	0	13:30	12	0	0	0	0	12
1:45	1	0	0	0	0	1	13:45	6	0	0	0	0	6
2:00	0	0	0	0	0	0	14:00	12	0	1	0	0	13
2:15	1	0	0	0	0	1	14:15	14	0	0	0	0	14
2:30	0	0	0	0	0	0	14:30	11	0	0	0	0	11
2:45	1	0	0	0	0	1	14:45	4	0	0	0	0	4
3:00	0	0	0	0	0	0	15:00	6	0	0	0	0	6
3:15	0	0	0	0	0	0	15:15	11	0	0	0	0	11
3:30	0	0	0	0	0	0	15:30	11	0	0	0	0	11
3:45	1	0	0	0	0	1	15:45	10	0	0	0	0	10
4:00	0	0	0	0	0	0	16:00	5	0	0	0	0	5
4:15	2	0	0	0	0	2	16:15	16	0	0	0	0	16
4:30	2	0	0	0	0	2	16:30	10	0	0	0	0	10
4:45	4	0	0	0	0	4	16:45	13	0	0	0	0	13
5:00	4	0	0	0	0	4	17:00	14	0	0	0	0	14
5:15	2	0	0	0	0	2	17:15	16	0	0	0	0	16
5:30	1	0	0	0	0	1	17:30	10	0	0	0	0	10
5:45	1	0	0	0	0	1	17:45	12	0	0	0	0	12
6:00	0	0	0	0	0	0	18:00	8	0	0	0	0	8
6:15	1	0	0	0	0	1	18:15	10	0	0	0	0	10
6:30	0	0	0	0	0	0	18:30	16	0	0	0	0	16
6:45	1	0	0	0	0	1	18:45	9	0	0	0	0	9
7:00	2	0	0	0	0	2	19:00	8	0	0	0	0	8
7:15	10	0	0	0	0	10	19:15	17	0	0	0	0	17
7:30	18	0	0	0	0	18	19:30	13	0	0	0	0	13
7:45	16	0	0	0	0	16	19:45	4	0	0	0	0	4
8:00	10	0	0	0	0	10	20:00	16	0	0	0	0	16
8:15	10	0	0	0	0	10	20:15	5	0	0	0	0	5
8:30	6	0	0	0	0	6	20:30	13	0	0	0	0	13
8:45	7	0	0	0	0	7	20:45	11	0	0	0	0	11
9:00	5	0	0	0	0	5	21:00	9	0	0	0	0	9
9:15	6	0	0	0	0	6	21:15	11	0	0	0	0	11
9:30	5	0	0	0	0	5	21:30	5	0	0	0	0	5
9:45	4	0	0	0	0	4	21:45	8	0	0	0	0	8
10:00	6	0	0	0	0	6	22:00	8	0	0	0	0	8
10:15	4	1	0	0	0	5	22:15	2	0	0	0	0	2
10:30	3	1	0	0	0	4	22:30	1	0	0	0	0	1
10:45	1	0	0	0	0	1	22:45	6	0	0	0	0	6
11:00	2	0	0	0	0	2	23:00	4	0	0	0	0	4
11:15	3	0	0	0	0	3	23:15	2	0	0	0	0	2
11:30	4	0	0	0	0	4	23:30	0	0	0	0	0	0
11:45	8	0	0	0	0	8	23:45	4	0	0	0	0	4
TOTAL	169	2	0	0	0	171	TOTAL	438	0	1	0	0	439

AM PEAK HOUR	7:30 AM
AM PEAK VOLUME	54

AM PEAK HOUR	4:45 PM
AM PEAK VOLUME	53

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	607	2	1	0	0	610
% OF TOTAL	99.5%	0.3%	0.2%	0.0%	0.0%	100.0%
AM PEAK	54	0	0	0	0	54
PM PEAK	53	0	0	0	0	53

A13123

Study Site 3 - Vista Springs Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS77 Dwy east of Clark

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	10	0	0	0	0	10
0:15	2	0	0	0	0	2	12:15	13	0	0	0	0	13
0:30	1	0	0	0	0	1	12:30	10	0	0	0	0	10
0:45	2	0	0	0	0	2	12:45	10	1	0	0	0	11
1:00	1	0	0	0	0	1	13:00	11	0	0	0	0	11
1:15	1	0	0	0	0	1	13:15	10	0	0	0	0	10
1:30	3	0	0	0	0	3	13:30	16	0	1	0	0	17
1:45	0	0	0	0	0	0	13:45	19	0	0	0	0	19
2:00	0	0	0	0	0	0	14:00	18	0	0	0	0	18
2:15	0	0	0	0	0	0	14:15	19	0	0	0	0	19
2:30	1	0	0	0	0	1	14:30	10	0	0	0	0	10
2:45	0	0	0	0	0	0	14:45	16	0	0	0	0	16
3:00	1	0	0	0	0	1	15:00	12	0	0	0	0	12
3:15	3	0	0	0	0	3	15:15	13	0	0	0	0	13
3:30	6	0	0	0	0	6	15:30	13	0	0	0	0	13
3:45	1	0	0	0	0	1	15:45	9	0	0	0	0	9
4:00	5	0	0	0	0	5	16:00	8	0	0	0	0	8
4:15	11	0	0	0	0	11	16:15	11	0	0	0	0	11
4:30	4	0	0	0	0	4	16:30	10	0	0	0	0	10
4:45	2	0	0	0	0	2	16:45	8	0	0	0	0	8
5:00	5	0	0	0	0	5	17:00	13	0	0	0	0	13
5:15	8	0	0	0	0	8	17:15	11	0	0	0	0	11
5:30	4	0	0	0	0	4	17:30	8	0	0	0	0	8
5:45	4	0	0	0	0	4	17:45	4	0	0	0	0	4
6:00	10	0	0	0	0	10	18:00	6	0	0	0	0	6
6:15	8	0	0	0	0	8	18:15	7	0	0	0	0	7
6:30	14	0	0	0	0	14	18:30	15	0	0	0	0	15
6:45	8	0	0	0	0	8	18:45	19	1	0	0	0	20
7:00	23	0	0	0	0	23	19:00	7	0	0	0	0	7
7:15	26	0	0	0	0	26	19:15	4	0	0	0	0	4
7:30	27	0	0	0	0	27	19:30	7	0	0	0	0	7
7:45	31	0	0	0	0	31	19:45	5	0	0	0	0	5
8:00	31	0	0	0	0	31	20:00	6	0	0	0	0	6
8:15	21	0	0	0	0	21	20:15	3	0	0	0	0	3
8:30	15	0	0	0	0	15	20:30	2	0	0	0	0	2
8:45	12	0	0	0	0	12	20:45	9	0	0	0	0	9
9:00	9	0	0	0	0	9	21:00	5	0	0	0	0	5
9:15	11	0	0	0	0	11	21:15	7	0	0	0	0	7
9:30	8	0	0	0	0	8	21:30	9	0	0	0	0	9
9:45	12	0	0	0	0	12	21:45	7	0	0	0	0	7
10:00	13	1	0	0	0	14	22:00	6	0	0	0	0	6
10:15	4	1	0	0	0	5	22:15	4	0	0	0	0	4
10:30	8	0	0	0	0	8	22:30	5	0	0	0	0	5
10:45	6	1	0	0	0	7	22:45	0	0	0	0	0	0
11:00	8	0	0	0	0	8	23:00	1	0	0	0	0	1
11:15	6	1	0	0	0	7	23:15	2	0	0	0	0	2
11:30	9	0	0	0	0	9	23:30	0	0	0	0	0	0
11:45	12	0	0	0	0	12	23:45	0	0	0	0	0	0
TOTAL	398	4	0	0	0	402	TOTAL	418	2	1	0	0	421

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	115

AM PEAK HOUR	1:30 PM
AM PEAK VOLUME	73

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	TOTAL
TOTAL: AM+PM	816	6	1	0	0	823
% OF TOTAL	99.1%	0.7%	0.1%	0.0%	0.0%	100.0%
AM PEAK	115	0	0	0	0	115
PM PEAK	42	0	0	0	0	42

A021323

Study Site 3 - Vista Springs Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS78 Dwy north of Box Springs

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	8	0	0	0	0	8	12:00	9	0	0	0	0	9
0:15	5	0	0	0	0	5	12:15	15	0	0	0	0	15
0:30	1	0	0	0	0	1	12:30	17	1	1	0	0	19
0:45	3	0	0	0	0	3	12:45	12	1	0	0	0	13
1:00	1	0	0	0	0	1	13:00	14	0	0	0	0	14
1:15	5	0	0	0	0	5	13:15	16	0	1	0	0	17
1:30	2	0	0	0	0	2	13:30	9	1	0	0	0	10
1:45	4	0	0	0	0	4	13:45	8	0	0	0	0	8
2:00	3	0	0	0	0	3	14:00	20	0	0	0	0	20
2:15	3	0	0	0	0	3	14:15	22	0	0	0	0	22
2:30	2	0	0	0	0	2	14:30	20	0	0	0	0	20
2:45	0	0	0	0	0	0	14:45	11	0	0	0	0	11
3:00	0	0	0	0	0	0	15:00	15	0	0	0	0	15
3:15	1	0	0	0	0	1	15:15	29	0	0	0	0	29
3:30	0	0	0	0	0	0	15:30	27	0	0	0	0	27
3:45	0	0	0	0	0	0	15:45	13	0	0	0	0	13
4:00	3	0	0	0	0	3	16:00	19	0	0	0	0	19
4:15	2	0	0	0	0	2	16:15	21	0	0	0	0	21
4:30	1	0	0	0	0	1	16:30	26	0	0	0	0	26
4:45	2	0	0	0	0	2	16:45	13	0	0	0	0	13
5:00	2	0	0	0	0	2	17:00	23	0	0	0	0	23
5:15	2	0	0	0	0	2	17:15	21	0	0	0	0	21
5:30	1	0	0	0	0	1	17:30	13	0	0	0	0	13
5:45	3	0	0	0	0	3	17:45	17	0	0	0	0	17
6:00	3	0	0	0	0	3	18:00	19	0	0	0	0	19
6:15	0	0	0	0	0	0	18:15	20	0	0	0	0	20
6:30	6	0	0	0	0	6	18:30	16	0	0	0	0	16
6:45	6	0	0	0	0	6	18:45	13	1	0	0	0	14
7:00	7	0	0	0	0	7	19:00	23	0	0	0	0	23
7:15	5	0	0	0	0	5	19:15	16	0	0	0	0	16
7:30	6	0	0	0	0	6	19:30	19	0	0	0	0	19
7:45	14	0	0	0	0	14	19:45	34	0	0	0	0	34
8:00	16	0	0	0	0	16	20:00	15	0	0	0	0	15
8:15	10	0	0	0	0	10	20:15	20	0	0	0	0	20
8:30	20	0	0	0	0	20	20:30	17	0	0	0	0	17
8:45	14	0	0	0	0	14	20:45	21	0	0	0	0	21
9:00	8	0	0	0	0	8	21:00	16	0	0	0	0	16
9:15	5	0	0	0	0	5	21:15	13	0	0	0	0	13
9:30	8	0	0	0	0	8	21:30	7	0	0	0	0	7
9:45	12	1	0	0	0	13	21:45	7	0	0	0	0	7
10:00	12	0	0	0	0	12	22:00	11	0	0	0	0	11
10:15	10	2	0	0	0	12	22:15	3	0	0	0	0	3
10:30	10	2	0	0	0	12	22:30	12	0	0	0	0	12
10:45	8	0	0	0	0	8	22:45	5	0	0	0	0	5
11:00	13	0	0	0	0	13	23:00	7	0	0	0	0	7
11:15	13	1	0	0	0	14	23:15	6	0	0	0	0	6
11:30	13	1	0	0	0	14	23:30	8	0	0	0	0	8
11:45	12	0	0	0	0	12	23:45	10	0	0	0	0	10
TOTAL	285	7	0	0	0	292	TOTAL	748	4	2	0	0	754

AM PEAK HOUR	8:00 AM
AM PEAK VOLUME	60

AM PEAK HOUR	7:00 PM
AM PEAK VOLUME	92

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	1,033	11	2	0	0	1,046
% OF TOTAL	98.8%	1.1%	0.2%	0.0%	0.0%	100.0%
AM PEAK	60	0	0	0	0	60
PM PEAK	83	0	0	0	0	83

A13123

Study Site 3 - Vista Springs Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS78 Dwy north of Box Springs

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	7	0	0	0	0	7	12:00	14	0	0	0	0	14
0:15	8	0	0	0	0	8	12:15	18	0	0	0	0	18
0:30	1	0	0	0	0	1	12:30	9	0	0	0	0	9
0:45	0	0	0	0	0	0	12:45	17	0	0	0	0	17
1:00	0	0	0	0	0	0	13:00	14	1	0	0	0	15
1:15	2	0	0	0	0	2	13:15	8	0	0	0	0	8
1:30	4	0	0	0	0	4	13:30	8	1	1	0	0	10
1:45	0	0	0	0	0	0	13:45	13	0	0	0	0	13
2:00	6	0	0	0	0	6	14:00	12	0	0	0	0	12
2:15	1	0	0	0	0	1	14:15	9	0	0	0	0	9
2:30	1	0	0	0	0	1	14:30	11	0	1	0	0	12
2:45	2	0	0	0	0	2	14:45	20	0	0	0	0	20
3:00	0	0	0	0	0	0	15:00	6	0	0	0	0	6
3:15	1	0	0	0	0	1	15:15	20	0	0	0	0	20
3:30	1	0	0	0	0	1	15:30	9	0	0	0	0	9
3:45	0	0	0	0	0	0	15:45	13	0	0	0	0	13
4:00	4	0	0	0	0	4	16:00	16	0	0	0	0	16
4:15	11	0	0	0	0	11	16:15	18	0	0	0	0	18
4:30	14	0	0	0	0	14	16:30	16	0	0	0	0	16
4:45	3	0	0	0	0	3	16:45	19	0	0	0	0	19
5:00	4	0	0	0	0	4	17:00	14	0	0	0	0	14
5:15	5	0	0	0	0	5	17:15	16	0	0	0	0	16
5:30	5	0	0	0	0	5	17:30	18	0	0	0	0	18
5:45	14	0	0	0	0	14	17:45	12	0	0	0	0	12
6:00	8	0	0	0	0	8	18:00	5	0	0	0	0	5
6:15	11	0	0	0	0	11	18:15	9	0	0	0	0	9
6:30	11	0	0	0	0	11	18:30	18	0	0	0	0	18
6:45	9	0	0	0	0	9	18:45	9	0	0	0	0	9
7:00	29	0	0	0	0	29	19:00	6	0	0	0	0	6
7:15	17	0	0	0	0	17	19:15	16	0	0	0	0	16
7:30	12	0	0	0	0	12	19:30	2	0	0	0	0	2
7:45	30	0	0	0	0	30	19:45	9	0	0	0	0	9
8:00	16	0	0	0	0	16	20:00	4	0	0	0	0	4
8:15	9	0	0	0	0	9	20:15	10	0	0	0	0	10
8:30	11	0	0	0	0	11	20:30	10	0	0	0	0	10
8:45	15	0	0	0	0	15	20:45	4	0	0	0	0	4
9:00	7	0	0	0	0	7	21:00	8	0	0	0	0	8
9:15	11	0	0	0	0	11	21:15	7	0	0	0	0	7
9:30	12	0	0	0	0	12	21:30	3	0	0	0	0	3
9:45	14	0	0	0	0	14	21:45	2	0	0	0	0	2
10:00	17	0	0	0	0	17	22:00	2	0	0	0	0	2
10:15	9	0	0	0	0	9	22:15	1	0	0	0	0	1
10:30	14	2	0	0	0	16	22:30	3	0	0	0	0	3
10:45	8	1	0	0	0	9	22:45	4	0	0	0	0	4
11:00	7	0	0	0	0	7	23:00	1	0	0	0	0	1
11:15	8	0	0	0	0	8	23:15	2	0	0	0	0	2
11:30	9	0	0	0	0	9	23:30	0	0	0	0	0	0
11:45	10	1	0	0	0	11	23:45	1	0	0	0	0	1
TOTAL	398	4	0	0	0	402	TOTAL	466	2	2	0	0	470

AM PEAK HOUR	7:00 AM
AM PEAK VOLUME	88

AM PEAK HOUR	4:00 PM
AM PEAK VOLUME	69

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	864	6	2	0	0	872
% OF TOTAL	99.1%	0.7%	0.2%	0.0%	0.0%	100.0%
AM PEAK	88	0	0	0	0	88
PM PEAK	69	0	0	0	0	69

A021323

Study Site 4 - Vesada Aparment Homes

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS73 Southern Dwy east of Country Village.

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	0	0	0	0	0	0
0:15	0	0	0	0	0	0	12:15	0	0	0	0	0	0
0:30	0	0	0	0	0	0	12:30	0	0	0	0	0	0
0:45	0	0	0	0	0	0	12:45	0	0	0	0	0	0
1:00	0	0	0	0	0	0	13:00	0	0	0	0	0	0
1:15	0	0	0	0	0	0	13:15	0	0	0	0	0	0
1:30	0	0	0	0	0	0	13:30	0	0	0	0	0	0
1:45	0	0	0	0	0	0	13:45	0	0	0	0	0	0
2:00	0	0	0	0	0	0	14:00	0	0	0	0	0	0
2:15	0	0	0	0	0	0	14:15	0	0	0	0	0	0
2:30	0	0	0	0	0	0	14:30	0	0	0	0	0	0
2:45	0	0	0	0	0	0	14:45	0	0	0	0	0	0
3:00	0	0	0	0	0	0	15:00	0	0	0	0	0	0
3:15	0	0	0	0	0	0	15:15	0	0	0	0	0	0
3:30	0	0	0	0	0	0	15:30	0	0	0	0	0	0
3:45	0	0	0	0	0	0	15:45	0	0	0	0	0	0
4:00	0	0	0	0	0	0	16:00	0	0	0	0	0	0
4:15	0	0	0	0	0	0	16:15	0	0	0	0	0	0
4:30	0	0	0	0	0	0	16:30	0	0	0	0	0	0
4:45	0	0	0	0	0	0	16:45	0	0	0	0	0	0
5:00	0	0	0	0	0	0	17:00	0	0	0	0	0	0
5:15	0	0	0	0	0	0	17:15	0	0	0	0	0	0
5:30	0	0	0	0	0	0	17:30	0	0	0	0	0	0
5:45	0	0	0	0	0	0	17:45	0	0	0	0	0	0
6:00	0	0	0	0	0	0	18:00	0	0	0	0	0	0
6:15	0	0	0	0	0	0	18:15	0	0	0	0	0	0
6:30	0	0	0	0	0	0	18:30	0	0	0	0	0	0
6:45	0	0	0	0	0	0	18:45	0	0	0	0	0	0
7:00	0	0	0	0	0	0	19:00	0	0	0	0	0	0
7:15	0	0	0	0	0	0	19:15	0	0	0	0	0	0
7:30	0	0	0	0	0	0	19:30	0	0	0	0	0	0
7:45	0	0	0	0	0	0	19:45	0	0	0	0	0	0
8:00	0	0	0	0	0	0	20:00	0	0	0	0	0	0
8:15	0	0	0	0	0	0	20:15	0	0	0	0	0	0
8:30	0	0	0	0	0	0	20:30	0	0	0	0	0	0
8:45	0	0	0	0	0	0	20:45	0	0	0	0	0	0
9:00	0	0	0	0	0	0	21:00	0	0	0	0	0	0
9:15	0	0	0	0	0	0	21:15	0	0	0	0	0	0
9:30	0	0	0	0	0	0	21:30	0	0	0	0	0	0
9:45	0	0	0	0	0	0	21:45	0	0	0	0	0	0
10:00	0	0	0	0	0	0	22:00	0	0	0	0	0	0
10:15	0	0	0	0	0	0	22:15	0	0	0	0	0	0
10:30	0	0	0	0	0	0	22:30	0	0	0	0	0	0
10:45	0	0	0	0	0	0	22:45	0	0	0	0	0	0
11:00	0	0	0	0	0	0	23:00	0	0	0	0	0	0
11:15	0	0	0	0	0	0	23:15	0	0	0	0	0	0
11:30	0	0	0	0	0	0	23:30	0	0	0	0	0	0
11:45	0	0	0	0	0	0	23:45	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	TOTAL	0	0	0	0	0	0

AM PEAK HOUR	11:45 AM
AM PEAK VOLUME	0

AM PEAK HOUR	11:45 PM
AM PEAK VOLUME	0

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	TOTAL
TOTAL: AM+PM	0	0	0	0	0	0
% OF TOTAL	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
AM PEAK	0	0	0	0	0	0
PM PEAK	0	0	0	0	0	0

A13123

Study Site 4 - Vesada Aparment Homes

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS73 Southern Dwy east of Country Village.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	1	0	0	0	0	1
0:15	0	0	0	0	0	0	12:15	3	0	0	0	0	3
0:30	1	0	0	0	0	1	12:30	2	0	0	0	0	2
0:45	1	0	0	0	0	1	12:45	3	0	0	0	0	3
1:00	0	0	0	0	0	0	13:00	0	0	0	0	0	0
1:15	1	0	0	0	0	1	13:15	0	0	0	0	0	0
1:30	0	0	0	0	0	0	13:30	6	0	0	0	0	6
1:45	0	0	0	0	0	0	13:45	0	0	0	0	0	0
2:00	0	0	0	0	0	0	14:00	2	0	0	0	0	2
2:15	0	0	0	0	0	0	14:15	5	0	0	0	0	5
2:30	0	0	0	0	0	0	14:30	4	1	0	0	0	5
2:45	0	0	0	0	0	0	14:45	1	0	0	0	0	1
3:00	0	0	0	0	0	0	15:00	2	0	0	0	0	2
3:15	4	0	0	0	0	4	15:15	1	0	0	0	0	1
3:30	5	0	0	0	0	5	15:30	1	0	0	0	0	1
3:45	1	0	0	0	0	1	15:45	0	0	0	0	0	0
4:00	3	0	0	0	0	3	16:00	1	0	0	0	0	1
4:15	0	0	0	0	0	0	16:15	5	0	0	0	0	5
4:30	1	0	0	0	0	1	16:30	1	0	0	0	0	1
4:45	2	0	0	0	0	2	16:45	0	0	0	0	0	0
5:00	0	0	0	0	0	0	17:00	1	0	0	0	0	1
5:15	3	0	0	0	0	3	17:15	2	0	0	0	0	2
5:30	1	0	0	0	0	1	17:30	0	0	0	0	0	0
5:45	2	0	0	0	0	2	17:45	2	0	0	0	0	2
6:00	3	0	0	0	0	3	18:00	1	0	0	0	0	1
6:15	1	0	0	0	0	1	18:15	1	0	0	0	0	1
6:30	3	0	0	0	0	3	18:30	1	0	0	0	0	1
6:45	1	0	0	0	0	1	18:45	1	0	0	0	0	1
7:00	3	0	0	0	0	3	19:00	3	0	0	0	0	3
7:15	1	0	0	0	0	1	19:15	0	0	0	0	0	0
7:30	2	0	0	0	0	2	19:30	3	0	0	0	0	3
7:45	3	0	0	0	0	3	19:45	1	0	0	0	0	1
8:00	3	0	0	0	0	3	20:00	1	0	0	0	0	1
8:15	1	0	0	0	0	1	20:15	0	0	0	0	0	0
8:30	0	0	0	0	0	0	20:30	2	0	0	0	0	2
8:45	0	0	0	0	0	0	20:45	2	0	0	0	0	2
9:00	2	0	0	0	0	2	21:00	2	0	0	0	0	2
9:15	3	0	0	0	0	3	21:15	3	0	0	0	0	3
9:30	1	0	0	0	0	1	21:30	4	0	0	0	0	4
9:45	4	0	0	0	0	4	21:45	0	0	0	0	0	0
10:00	3	0	0	0	0	3	22:00	3	0	0	0	0	3
10:15	0	0	0	0	0	0	22:15	2	0	0	0	0	2
10:30	2	0	0	0	0	2	22:30	2	0	0	0	0	2
10:45	1	0	0	0	0	1	22:45	1	0	0	0	0	1
11:00	2	0	0	0	0	2	23:00	1	0	0	0	0	1
11:15	1	0	0	0	0	1	23:15	1	0	0	0	0	1
11:30	0	0	0	0	0	0	23:30	0	0	0	0	0	0
11:45	3	0	0	0	0	3	23:45	0	0	0	0	0	0
TOTAL	69	0	0	0	0	69	TOTAL	78	1	0	0	0	79

AM PEAK HOUR	3:15 AM
AM PEAK VOLUME	13

AM PEAK HOUR	2:15 PM
AM PEAK VOLUME	13

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	147	1	0	0	0	148
% OF TOTAL	99.3%	0.7%	0.0%	0.0%	0.0%	100.0%
AM PEAK	9	0	0	0	0	9
PM PEAK	7	0	0	0	0	7

A021323

Study Site 4 - Vesada Aparment Homes

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS74 Northern Dwy east of Country Village.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	5	0	0	0	0	5	12:00	33	0	0	0	0	33
0:15	10	0	0	0	0	10	12:15	33	1	0	0	0	34
0:30	5	0	0	0	0	5	12:30	36	1	0	0	0	37
0:45	4	0	0	0	0	4	12:45	37	0	1	0	0	38
1:00	7	0	0	0	0	7	13:00	34	0	0	0	0	34
1:15	6	0	0	0	0	6	13:15	36	0	0	0	0	36
1:30	1	0	0	0	0	1	13:30	32	0	0	0	0	32
1:45	5	0	0	0	0	5	13:45	34	2	0	0	0	36
2:00	6	0	0	0	0	6	14:00	33	0	0	0	0	33
2:15	3	0	0	0	0	3	14:15	26	2	0	0	0	28
2:30	1	0	0	0	0	1	14:30	34	0	0	0	0	34
2:45	5	0	0	0	0	5	14:45	39	0	0	0	0	39
3:00	2	0	0	0	0	2	15:00	49	0	0	0	0	49
3:15	2	0	0	0	0	2	15:15	39	0	0	0	0	39
3:30	7	0	0	0	0	7	15:30	26	0	0	0	0	26
3:45	8	0	0	0	0	8	15:45	65	0	0	0	0	65
4:00	3	0	0	0	0	3	16:00	49	0	0	0	0	49
4:15	6	0	0	0	0	6	16:15	59	1	0	0	0	60
4:30	4	0	0	0	0	4	16:30	74	0	0	0	0	74
4:45	7	0	0	0	0	7	16:45	52	0	0	0	0	52
5:00	6	0	0	0	0	6	17:00	47	0	0	0	0	47
5:15	6	0	0	0	0	6	17:15	51	0	0	0	0	51
5:30	3	0	0	0	0	3	17:30	50	0	0	0	0	50
5:45	7	0	0	0	0	7	17:45	55	0	0	0	0	55
6:00	5	0	0	0	0	5	18:00	60	0	0	0	0	60
6:15	15	0	0	0	0	15	18:15	52	0	0	0	0	52
6:30	13	0	0	0	0	13	18:30	44	0	0	0	0	44
6:45	11	0	0	0	0	11	18:45	51	2	0	0	0	53
7:00	19	0	0	0	0	19	19:00	42	0	0	0	0	42
7:15	16	0	0	0	0	16	19:15	26	0	0	0	0	26
7:30	14	0	0	0	0	14	19:30	46	0	0	0	0	46
7:45	34	0	0	0	0	34	19:45	42	0	0	0	0	42
8:00	30	0	0	0	0	30	20:00	44	0	0	0	0	44
8:15	39	0	0	0	0	39	20:15	35	0	0	0	0	35
8:30	28	0	0	0	0	28	20:30	29	0	0	0	0	29
8:45	27	0	0	0	0	27	20:45	33	0	0	0	0	33
9:00	22	0	0	0	0	22	21:00	31	0	0	0	0	31
9:15	21	0	0	0	0	21	21:15	27	0	0	0	0	27
9:30	20	2	0	0	0	22	21:30	27	0	0	0	0	27
9:45	24	2	0	0	0	26	21:45	27	0	0	0	0	27
10:00	19	1	0	0	0	20	22:00	22	0	0	0	0	22
10:15	17	1	0	0	0	18	22:15	24	0	0	0	0	24
10:30	21	0	0	0	0	21	22:30	21	0	0	0	0	21
10:45	12	0	0	0	0	12	22:45	22	0	0	0	0	22
11:00	31	0	1	0	0	32	23:00	12	0	0	0	0	12
11:15	28	0	0	0	0	28	23:15	11	0	0	0	0	11
11:30	21	1	0	0	0	22	23:30	9	0	0	0	0	9
11:45	23	2	0	0	0	25	23:45	7	0	0	0	0	7
TOTAL	629	9	1	0	0	639	TOTAL	1,767	9	1	0	0	1,777

AM PEAK HOUR	7:45 AM
AM PEAK VOLUME	131

AM PEAK HOUR	3:45 PM
AM PEAK VOLUME	248

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	2,396	18	2	0	0	2,416
% OF TOTAL	99.2%	0.7%	0.1%	0.0%	0.0%	100.0%
AM PEAK	131	0	0	0	0	131
PM PEAK	234	1	0	0	0	235

A13123

Study Site 4 - Vesada Aparment Homes

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS74 Northern Dwy east of Country Village.

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	27	2	0	0	0	29
0:15	4	0	0	0	0	4	12:15	33	0	0	0	0	33
0:30	2	0	0	0	0	2	12:30	34	2	0	0	0	36
0:45	3	0	0	0	0	3	12:45	28	1	0	0	0	29
1:00	2	0	0	0	0	2	13:00	29	0	1	0	0	30
1:15	3	0	0	0	0	3	13:15	44	0	0	0	0	44
1:30	5	0	0	0	0	5	13:30	38	1	0	0	0	39
1:45	3	0	0	0	0	3	13:45	29	1	0	0	0	30
2:00	2	0	0	0	0	2	14:00	24	2	0	0	0	26
2:15	5	0	0	0	0	5	14:15	22	0	0	0	0	22
2:30	1	0	0	0	0	1	14:30	25	1	0	0	0	26
2:45	2	0	0	0	0	2	14:45	35	0	0	0	0	35
3:00	5	0	0	0	0	5	15:00	31	0	0	0	0	31
3:15	4	0	0	0	0	4	15:15	21	0	0	0	0	21
3:30	16	0	0	0	0	16	15:30	29	0	0	0	0	29
3:45	6	0	0	0	0	6	15:45	29	0	0	0	0	29
4:00	17	0	0	0	0	17	16:00	26	0	0	0	0	26
4:15	6	0	0	0	0	6	16:15	29	0	0	0	0	29
4:30	17	0	0	0	0	17	16:30	29	1	0	0	0	30
4:45	20	2	0	0	0	22	16:45	31	0	0	0	0	31
5:00	19	1	0	0	0	20	17:00	30	0	0	0	0	30
5:15	14	0	0	0	0	14	17:15	34	0	0	0	0	34
5:30	14	0	0	0	0	14	17:30	38	0	0	0	0	38
5:45	17	0	0	0	0	17	17:45	36	0	0	0	0	36
6:00	18	0	0	0	0	18	18:00	37	0	0	0	0	37
6:15	38	0	0	0	0	38	18:15	41	0	0	0	0	41
6:30	34	0	0	0	0	34	18:30	31	0	0	0	0	31
6:45	46	0	0	0	0	46	18:45	21	0	0	0	0	21
7:00	46	0	0	0	0	46	19:00	31	0	0	0	0	31
7:15	82	0	0	0	0	82	19:15	24	0	0	0	0	24
7:30	56	0	0	0	0	56	19:30	40	1	0	0	0	41
7:45	52	0	0	0	0	52	19:45	32	0	0	0	0	32
8:00	48	0	0	0	0	48	20:00	30	0	0	0	0	30
8:15	59	1	0	0	0	60	20:15	17	0	0	0	0	17
8:30	26	0	0	0	0	26	20:30	17	0	0	0	0	17
8:45	32	1	0	0	0	33	20:45	19	0	0	0	0	19
9:00	27	0	0	0	0	27	21:00	15	0	0	0	0	15
9:15	26	0	0	0	0	26	21:15	14	0	0	0	0	14
9:30	31	1	0	0	0	32	21:30	12	0	0	0	0	12
9:45	36	0	0	0	0	36	21:45	19	0	0	0	0	19
10:00	28	0	0	0	0	28	22:00	13	0	0	0	0	13
10:15	32	1	0	0	0	33	22:15	15	0	0	0	0	15
10:30	32	0	0	0	0	32	22:30	11	0	0	0	0	11
10:45	23	0	0	0	0	23	22:45	10	0	0	0	0	10
11:00	29	0	0	0	0	29	23:00	5	0	0	0	0	5
11:15	25	0	0	0	0	25	23:15	7	0	0	0	0	7
11:30	32	0	1	0	0	33	23:30	10	0	0	0	0	10
11:45	33	2	0	0	0	35	23:45	3	0	0	0	0	3
TOTAL	1,080	9	1	0	0	1,090	TOTAL	1,205	12	1	0	0	1,218

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	238

AM PEAK HOUR	5:30 PM
AM PEAK VOLUME	152

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	TOTAL
TOTAL: AM+PM	2,285	21	2	0	0	2,308
% OF TOTAL	99.0%	0.9%	0.1%	0.0%	0.0%	100.0%
AM PEAK	238	0	0	0	0	238
PM PEAK	138	0	0	0	0	138

A021323

Study Site 5 - Morning Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS84 Northern Dwy east of Milky Way.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	4	0	0	0	0	4	12:00	9	0	0	0	0	9
0:15	1	0	0	0	0	1	12:15	3	0	0	0	0	3
0:30	1	0	0	0	0	1	12:30	4	0	0	0	0	4
0:45	0	0	0	0	0	0	12:45	9	0	0	0	0	9
1:00	1	0	0	0	0	1	13:00	4	0	0	0	0	4
1:15	0	0	0	0	0	0	13:15	5	1	0	0	0	6
1:30	1	0	0	0	0	1	13:30	9	0	0	0	0	9
1:45	0	0	0	0	0	0	13:45	8	0	0	0	0	8
2:00	0	0	0	0	0	0	14:00	8	0	0	0	0	8
2:15	0	0	0	0	0	0	14:15	7	1	0	0	0	8
2:30	0	0	0	0	0	0	14:30	12	0	0	0	0	12
2:45	0	0	0	0	0	0	14:45	13	0	0	0	0	13
3:00	1	0	0	0	0	1	15:00	7	0	0	0	0	7
3:15	1	0	0	0	0	1	15:15	7	0	0	0	0	7
3:30	0	0	0	0	0	0	15:30	9	0	0	0	0	9
3:45	0	0	0	0	0	0	15:45	18	0	0	0	0	18
4:00	1	0	0	0	0	1	16:00	6	0	0	0	0	6
4:15	1	0	0	0	0	1	16:15	18	0	0	0	0	18
4:30	0	0	0	0	0	0	16:30	11	0	0	0	0	11
4:45	0	0	0	0	0	0	16:45	15	0	0	0	0	15
5:00	0	0	0	0	0	0	17:00	8	0	0	0	0	8
5:15	2	0	0	0	0	2	17:15	12	0	0	0	0	12
5:30	0	0	0	0	0	0	17:30	6	0	0	0	0	6
5:45	1	0	0	0	0	1	17:45	15	0	0	0	0	15
6:00	0	0	0	0	0	0	18:00	6	0	0	0	0	6
6:15	1	0	0	0	0	1	18:15	8	0	0	0	0	8
6:30	2	0	0	0	0	2	18:30	6	0	0	0	0	6
6:45	2	0	0	0	0	2	18:45	8	0	0	0	0	8
7:00	1	0	0	0	0	1	19:00	6	0	0	0	0	6
7:15	3	0	0	0	0	3	19:15	10	0	0	0	0	10
7:30	5	0	0	0	0	5	19:30	8	0	0	0	0	8
7:45	5	0	0	1	0	6	19:45	6	0	0	0	0	6
8:00	8	0	0	0	0	8	20:00	9	0	0	0	0	9
8:15	4	1	0	0	0	5	20:15	12	0	0	0	0	12
8:30	4	0	0	0	0	4	20:30	10	0	0	0	0	10
8:45	7	0	0	0	0	7	20:45	8	0	0	0	0	8
9:00	3	0	0	0	0	3	21:00	8	0	0	0	0	8
9:15	1	0	0	0	0	1	21:15	8	0	0	0	0	8
9:30	3	0	0	0	0	3	21:30	2	0	0	0	0	2
9:45	4	0	0	0	0	4	21:45	7	0	0	0	0	7
10:00	2	0	0	0	0	2	22:00	4	0	0	0	0	4
10:15	4	0	0	0	0	4	22:15	2	0	0	0	0	2
10:30	3	0	0	0	0	3	22:30	4	0	0	0	0	4
10:45	4	0	0	0	0	4	22:45	4	0	0	0	0	4
11:00	2	0	0	0	0	2	23:00	4	0	0	0	0	4
11:15	8	0	0	0	0	8	23:15	1	0	0	0	0	1
11:30	5	0	0	0	0	5	23:30	2	0	0	0	0	2
11:45	5	0	0	0	0	5	23:45	1	0	0	0	0	1
TOTAL	101	1	0	1	0	103	TOTAL	367	2	0	0	0	369

AM PEAK HOUR	8:00 AM
AM PEAK VOLUME	24

AM PEAK HOUR	3:45 PM
AM PEAK VOLUME	53

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	468	3	0	1	0	472
% OF TOTAL	99.2%	0.6%	0.0%	0.2%	0.0%	100.0%
AM PEAK	23	1	0	0	0	24
PM PEAK	52	0	0	0	0	52

A13123

Study Site 5 - Morning Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS84 Northern Dwy east of Milky Way.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	6	0	0	0	0	6
0:15	0	0	0	0	0	0	12:15	11	1	0	0	0	12
0:30	0	0	0	0	0	0	12:30	3	0	0	0	0	3
0:45	2	0	0	0	0	2	12:45	10	1	0	0	0	11
1:00	0	0	0	0	0	0	13:00	7	0	0	0	0	7
1:15	3	0	0	0	0	3	13:15	9	0	0	0	0	9
1:30	1	0	0	0	0	1	13:30	4	2	0	0	0	6
1:45	0	0	0	0	0	0	13:45	11	0	0	0	0	11
2:00	0	0	0	0	0	0	14:00	7	0	0	0	0	7
2:15	1	0	0	0	0	1	14:15	8	0	0	0	0	8
2:30	0	0	0	0	0	0	14:30	13	0	0	0	0	13
2:45	0	0	0	0	0	0	14:45	8	1	0	0	0	9
3:00	1	0	0	0	0	1	15:00	7	0	0	0	0	7
3:15	2	0	0	0	0	2	15:15	6	0	0	0	0	6
3:30	3	0	0	0	0	3	15:30	12	0	0	0	0	12
3:45	1	0	0	0	0	1	15:45	5	0	0	0	0	5
4:00	0	0	0	0	0	0	16:00	19	0	0	0	0	19
4:15	3	0	0	0	0	3	16:15	6	0	0	0	0	6
4:30	3	0	0	0	0	3	16:30	4	0	0	0	0	4
4:45	2	0	0	0	0	2	16:45	9	0	0	0	0	9
5:00	2	0	0	0	0	2	17:00	4	0	0	0	0	4
5:15	3	0	0	0	0	3	17:15	5	1	0	0	0	6
5:30	10	0	0	0	0	10	17:30	11	0	0	0	0	11
5:45	9	0	0	0	0	9	17:45	15	0	0	0	0	15
6:00	3	0	0	0	0	3	18:00	10	0	0	0	0	10
6:15	12	0	0	0	0	12	18:15	5	0	0	0	0	5
6:30	12	0	0	0	0	12	18:30	10	0	0	0	0	10
6:45	5	0	0	0	0	5	18:45	7	0	0	0	0	7
7:00	10	0	0	0	0	10	19:00	3	0	0	0	0	3
7:15	19	0	0	0	0	19	19:15	2	0	0	0	0	2
7:30	13	0	0	0	0	13	19:30	5	0	0	0	0	5
7:45	17	0	0	0	0	17	19:45	3	0	0	0	0	3
8:00	13	0	0	0	0	13	20:00	7	0	0	0	0	7
8:15	15	0	0	0	0	15	20:15	4	0	0	0	0	4
8:30	14	0	0	0	0	14	20:30	4	0	0	0	0	4
8:45	8	0	0	0	0	8	20:45	2	0	0	0	0	2
9:00	9	0	0	0	0	9	21:00	5	0	0	0	0	5
9:15	7	0	0	0	0	7	21:15	3	0	0	0	0	3
9:30	4	1	0	0	0	5	21:30	2	0	0	0	0	2
9:45	10	1	0	0	0	11	21:45	4	0	0	0	0	4
10:00	7	0	0	0	0	7	22:00	0	0	0	0	0	0
10:15	4	0	0	0	0	4	22:15	2	0	0	0	0	2
10:30	10	1	0	0	0	11	22:30	0	0	0	0	0	0
10:45	3	0	0	0	0	3	22:45	1	0	0	0	0	1
11:00	5	1	0	0	0	6	23:00	1	0	0	0	0	1
11:15	9	0	0	0	0	9	23:15	1	0	0	0	0	1
11:30	5	0	0	0	0	5	23:30	1	0	0	0	0	1
11:45	12	0	0	0	0	12	23:45	0	0	0	0	0	0
TOTAL	274	4	0	0	0	278	TOTAL	282	6	0	0	0	288

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	62

AM PEAK HOUR	5:15 PM
AM PEAK VOLUME	42

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	556	10	0	0	0	566
% OF TOTAL	98.2%	1.8%	0.0%	0.0%	0.0%	100.0%
AM PEAK	62	0	0	0	0	62
PM PEAK	38	0	0	0	0	38

A021323

Study Site 5 - Morning Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS85 Middle Dwy east of Milky Way.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	3	0	0	0	0	3	12:00	10	0	0	0	0	10
0:15	3	0	0	0	0	3	12:15	10	0	0	0	0	10
0:30	0	0	0	0	0	0	12:30	14	0	0	0	0	14
0:45	0	0	0	0	0	0	12:45	12	0	0	0	0	12
1:00	0	0	0	0	0	0	13:00	12	1	0	0	0	13
1:15	2	0	0	0	0	2	13:15	12	1	0	0	0	13
1:30	6	0	0	0	0	6	13:30	11	0	0	0	0	11
1:45	0	0	0	0	0	0	13:45	8	0	0	0	0	8
2:00	2	0	0	0	0	2	14:00	11	1	0	0	0	12
2:15	1	0	0	0	0	1	14:15	6	0	0	0	0	6
2:30	0	0	0	0	0	0	14:30	10	0	0	0	0	10
2:45	1	0	0	0	0	1	14:45	13	0	0	0	0	13
3:00	0	0	0	0	0	0	15:00	15	0	0	0	0	15
3:15	0	0	0	0	0	0	15:15	10	0	0	0	0	10
3:30	0	0	0	0	0	0	15:30	10	0	0	0	0	10
3:45	0	0	0	0	0	0	15:45	18	0	0	0	0	18
4:00	0	0	0	0	0	0	16:00	18	0	0	0	0	18
4:15	1	0	0	0	0	1	16:15	19	0	0	0	0	19
4:30	0	0	0	0	0	0	16:30	20	0	0	0	0	20
4:45	1	0	0	0	0	1	16:45	18	1	0	0	0	19
5:00	1	0	0	0	0	1	17:00	20	0	0	0	0	20
5:15	0	0	0	0	0	0	17:15	19	0	0	0	0	19
5:30	1	0	0	0	0	1	17:30	19	0	0	0	0	19
5:45	0	0	0	0	0	0	17:45	17	0	0	0	0	17
6:00	2	0	0	0	0	2	18:00	11	0	0	0	0	11
6:15	2	0	0	0	0	2	18:15	30	0	0	0	0	30
6:30	4	0	0	0	0	4	18:30	15	0	0	0	0	15
6:45	2	0	0	0	0	2	18:45	18	0	0	0	0	18
7:00	3	0	0	0	0	3	19:00	23	3	0	0	0	26
7:15	3	0	0	0	0	3	19:15	10	0	0	0	0	10
7:30	9	0	0	0	0	9	19:30	19	0	0	0	0	19
7:45	9	0	0	0	0	9	19:45	10	0	0	0	0	10
8:00	5	0	0	0	0	5	20:00	11	0	0	0	0	11
8:15	13	0	0	0	0	13	20:15	6	0	0	0	0	6
8:30	4	0	0	0	0	4	20:30	9	0	0	0	0	9
8:45	9	0	0	0	0	9	20:45	6	0	0	0	0	6
9:00	2	0	0	0	0	2	21:00	7	0	0	0	0	7
9:15	3	0	0	0	0	3	21:15	4	0	0	0	0	4
9:30	9	0	0	0	0	9	21:30	8	0	0	0	0	8
9:45	7	0	0	0	0	7	21:45	2	0	0	0	0	2
10:00	5	0	0	0	0	5	22:00	4	0	0	0	0	4
10:15	3	0	0	0	0	3	22:15	1	0	0	0	0	1
10:30	6	0	0	0	0	6	22:30	1	0	0	0	0	1
10:45	8	0	0	0	0	8	22:45	6	0	0	0	0	6
11:00	6	0	0	0	0	6	23:00	7	0	0	0	0	7
11:15	13	0	0	0	0	13	23:15	1	0	0	0	0	1
11:30	11	1	0	0	0	12	23:30	4	0	0	0	0	4
11:45	7	0	0	0	0	7	23:45	0	0	0	0	0	0
TOTAL	167	1	0	0	0	168	TOTAL	545	7	0	0	0	552

AM PEAK HOUR	10:45 AM
AM PEAK VOLUME	39

AM PEAK HOUR	6:15 PM
AM PEAK VOLUME	89

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	712	8	0	0	0	720
% OF TOTAL	98.9%	1.1%	0.0%	0.0%	0.0%	100.0%
AM PEAK	31	0	0	0	0	31
PM PEAK	75	1	0	0	0	76

A13123

Study Site 5 - Morning Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS85 Middle Dwy east of Milky Way.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	7	0	0	0	0	7
0:15	3	0	0	0	0	3	12:15	5	0	0	0	0	5
0:30	0	0	0	0	0	0	12:30	15	0	0	0	0	15
0:45	1	0	0	0	0	1	12:45	14	0	0	0	0	14
1:00	0	0	0	0	0	0	13:00	6	1	0	0	0	7
1:15	1	0	0	0	0	1	13:15	9	2	0	0	0	11
1:30	1	0	0	0	0	1	13:30	8	0	0	0	0	8
1:45	0	0	0	0	0	0	13:45	6	1	0	0	0	7
2:00	0	0	0	0	0	0	14:00	9	0	0	0	0	9
2:15	0	0	0	0	0	0	14:15	10	1	0	0	0	11
2:30	3	0	0	0	0	3	14:30	8	0	0	0	0	8
2:45	1	0	0	0	0	1	14:45	12	2	0	0	0	14
3:00	0	0	0	0	0	0	15:00	8	0	0	0	0	8
3:15	0	0	0	0	0	0	15:15	5	0	0	0	0	5
3:30	5	0	0	0	0	5	15:30	8	0	0	0	0	8
3:45	0	0	0	0	0	0	15:45	11	0	0	0	0	11
4:00	0	0	0	0	0	0	16:00	16	1	0	0	0	17
4:15	0	0	0	0	0	0	16:15	11	0	0	0	0	11
4:30	5	2	0	0	0	7	16:30	7	0	0	0	0	7
4:45	3	0	0	0	0	3	16:45	9	0	0	0	0	9
5:00	1	0	0	0	0	1	17:00	11	0	0	0	0	11
5:15	9	0	0	0	0	9	17:15	12	0	0	0	0	12
5:30	8	2	0	0	0	10	17:30	12	0	0	0	0	12
5:45	7	2	0	0	0	9	17:45	12	0	0	0	0	12
6:00	6	0	0	0	0	6	18:00	9	0	0	0	0	9
6:15	12	0	0	0	0	12	18:15	5	0	0	0	0	5
6:30	7	0	0	0	0	7	18:30	11	0	0	0	0	11
6:45	8	0	0	0	0	8	18:45	8	0	0	0	0	8
7:00	6	0	0	0	0	6	19:00	5	0	0	0	0	5
7:15	8	0	0	0	0	8	19:15	8	0	0	0	0	8
7:30	27	3	0	0	0	30	19:30	8	0	0	0	0	8
7:45	17	0	0	0	0	17	19:45	7	0	0	0	0	7
8:00	25	0	0	0	0	25	20:00	5	0	0	0	0	5
8:15	13	0	0	0	0	13	20:15	6	0	0	0	0	6
8:30	19	0	0	0	0	19	20:30	4	0	0	0	0	4
8:45	12	0	0	0	0	12	20:45	3	0	0	0	0	3
9:00	3	0	0	0	0	3	21:00	6	0	0	0	0	6
9:15	6	0	0	0	0	6	21:15	2	0	0	0	0	2
9:30	9	0	0	0	0	9	21:30	3	0	0	0	0	3
9:45	11	0	0	0	0	11	21:45	3	0	0	0	0	3
10:00	5	0	0	0	0	5	22:00	2	0	0	0	0	2
10:15	8	0	0	0	0	8	22:15	1	0	0	0	0	1
10:30	7	0	0	0	0	7	22:30	5	0	0	0	0	5
10:45	8	0	0	0	0	8	22:45	2	0	0	0	0	2
11:00	8	0	0	0	0	8	23:00	4	0	0	0	0	4
11:15	8	0	0	0	0	8	23:15	3	0	0	0	0	3
11:30	5	0	0	0	0	5	23:30	0	0	0	0	0	0
11:45	9	0	0	0	0	9	23:45	1	0	0	0	0	1
TOTAL	295	9	0	0	0	304	TOTAL	342	8	0	0	0	350

AM PEAK HOUR	7:30 AM
AM PEAK VOLUME	85

AM PEAK HOUR	5:00 PM
AM PEAK VOLUME	47

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	637	17	0	0	0	654
% OF TOTAL	97.4%	2.6%	0.0%	0.0%	0.0%	100.0%
AM PEAK	82	3	0	0	0	85
PM PEAK	47	0	0	0	0	47

A021323

Study Site 5 - Morning Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS86 Southern Dwy east of Milky Way.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	4	0	0	0	0	4
0:15	0	0	0	0	0	0	12:15	5	0	0	0	0	5
0:30	2	0	0	0	0	2	12:30	7	1	0	0	0	8
0:45	0	0	0	0	0	0	12:45	7	1	0	0	0	8
1:00	1	0	0	0	0	1	13:00	4	0	0	0	0	4
1:15	2	0	0	0	0	2	13:15	4	0	0	0	0	4
1:30	1	0	0	0	0	1	13:30	9	2	0	0	0	11
1:45	1	0	0	0	0	1	13:45	13	1	0	0	0	14
2:00	0	0	0	0	0	0	14:00	11	0	0	0	0	11
2:15	0	0	0	0	0	0	14:15	7	1	0	0	0	8
2:30	0	0	0	0	0	0	14:30	11	0	0	0	0	11
2:45	0	0	0	0	0	0	14:45	11	2	0	0	0	13
3:00	1	0	0	0	0	1	15:00	7	0	0	0	0	7
3:15	1	0	0	0	0	1	15:15	12	1	0	0	0	13
3:30	0	0	0	0	0	0	15:30	8	0	0	0	0	8
3:45	0	0	0	0	0	0	15:45	9	0	0	0	0	9
4:00	1	0	0	0	0	1	16:00	5	0	0	0	0	5
4:15	0	0	0	0	0	0	16:15	7	0	0	0	0	7
4:30	0	0	0	0	0	0	16:30	16	0	0	0	0	16
4:45	0	0	0	0	0	0	16:45	14	0	0	0	0	14
5:00	2	0	0	0	0	2	17:00	10	0	0	0	0	10
5:15	0	0	0	0	0	0	17:15	9	1	0	0	0	10
5:30	2	0	0	0	0	2	17:30	10	1	0	0	0	11
5:45	0	0	0	0	0	0	17:45	9	0	0	0	0	9
6:00	2	0	0	0	0	2	18:00	11	0	0	0	0	11
6:15	2	0	0	0	0	2	18:15	16	0	0	0	0	16
6:30	2	0	0	0	0	2	18:30	11	0	0	0	0	11
6:45	1	0	0	0	0	1	18:45	10	0	0	0	0	10
7:00	5	0	0	0	0	5	19:00	9	0	0	0	0	9
7:15	4	0	0	0	0	4	19:15	16	0	0	0	0	16
7:30	1	3	0	0	0	4	19:30	11	0	0	0	0	11
7:45	5	0	0	0	0	5	19:45	8	0	0	0	0	8
8:00	7	0	0	0	0	7	20:00	12	0	0	0	0	12
8:15	2	0	0	0	0	2	20:15	16	0	0	0	0	16
8:30	9	0	0	0	0	9	20:30	4	0	0	0	0	4
8:45	5	0	0	0	0	5	20:45	4	0	0	0	0	4
9:00	5	0	0	0	0	5	21:00	9	0	0	0	0	9
9:15	4	0	0	0	0	4	21:15	8	0	0	0	0	8
9:30	6	0	0	0	0	6	21:30	7	0	0	0	0	7
9:45	3	1	0	0	0	4	21:45	4	0	0	0	0	4
10:00	3	0	0	0	0	3	22:00	5	0	0	0	0	5
10:15	4	0	0	0	0	4	22:15	6	0	0	0	0	6
10:30	4	0	0	0	0	4	22:30	7	0	0	0	0	7
10:45	2	1	0	0	0	3	22:45	4	0	0	0	0	4
11:00	5	0	0	0	0	5	23:00	1	0	0	0	0	1
11:15	2	0	0	0	0	2	23:15	3	0	0	0	0	3
11:30	9	0	0	0	0	9	23:30	4	0	0	0	0	4
11:45	2	0	0	0	0	2	23:45	3	0	0	0	0	3
TOTAL	109	5	0	0	0	114	TOTAL	398	11	0	0	0	409

AM PEAK HOUR	8:30 AM
AM PEAK VOLUME	23

AM PEAK HOUR	4:30 PM
AM PEAK VOLUME	50

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	507	16	0	0	0	523
% OF TOTAL	96.9%	3.1%	0.0%	0.0%	0.0%	100.0%
AM PEAK	23	0	0	0	0	23
PM PEAK	49	1	0	0	0	50

A13123

Study Site 5 - Morning Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS86 Southern Dwy east of Milky Way.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	4	0	0	0	0	4
0:15	0	0	0	0	0	0	12:15	6	0	0	0	0	6
0:30	1	0	0	0	0	1	12:30	7	0	0	0	0	7
0:45	0	0	0	0	0	0	12:45	4	0	0	0	0	4
1:00	2	0	0	0	0	2	13:00	4	0	0	0	0	4
1:15	0	0	0	0	0	0	13:15	5	0	0	0	0	5
1:30	3	0	0	0	0	3	13:30	11	0	0	0	0	11
1:45	0	0	0	0	0	0	13:45	4	1	0	0	0	5
2:00	0	0	0	0	0	0	14:00	14	0	0	0	0	14
2:15	0	0	0	0	0	0	14:15	5	1	0	0	0	6
2:30	0	0	0	0	0	0	14:30	15	0	0	0	0	15
2:45	0	0	0	0	0	0	14:45	6	0	0	0	0	6
3:00	0	0	0	0	0	0	15:00	5	0	0	0	0	5
3:15	0	0	0	0	0	0	15:15	6	0	0	0	0	6
3:30	1	0	0	0	0	1	15:30	1	0	0	0	0	1
3:45	0	0	0	0	0	0	15:45	5	0	0	0	0	5
4:00	2	0	0	0	0	2	16:00	6	0	0	0	0	6
4:15	2	0	0	0	0	2	16:15	6	0	0	0	0	6
4:30	9	0	0	0	0	9	16:30	9	0	0	0	0	9
4:45	3	0	0	0	0	3	16:45	13	0	0	0	0	13
5:00	6	0	0	0	0	6	17:00	10	0	0	0	0	10
5:15	9	0	0	0	0	9	17:15	9	0	0	0	0	9
5:30	8	0	0	0	0	8	17:30	4	0	0	0	0	4
5:45	5	0	0	0	0	5	17:45	7	0	0	0	0	7
6:00	8	0	0	0	0	8	18:00	8	0	0	0	0	8
6:15	7	0	0	0	0	7	18:15	4	0	0	0	0	4
6:30	8	0	0	0	0	8	18:30	4	0	0	0	0	4
6:45	3	0	0	0	0	3	18:45	5	0	0	0	0	5
7:00	4	0	0	0	0	4	19:00	5	0	0	0	0	5
7:15	5	0	0	0	0	5	19:15	7	0	0	0	0	7
7:30	12	0	0	0	0	12	19:30	4	0	0	0	0	4
7:45	9	0	0	0	0	9	19:45	3	0	0	0	0	3
8:00	7	0	0	0	0	7	20:00	4	0	0	0	0	4
8:15	7	0	0	1	0	8	20:15	3	0	0	0	0	3
8:30	15	0	0	0	0	15	20:30	4	0	0	0	0	4
8:45	4	0	0	0	0	4	20:45	4	0	0	0	0	4
9:00	3	0	0	0	0	3	21:00	2	0	0	0	0	2
9:15	6	0	0	0	0	6	21:15	7	0	0	0	0	7
9:30	8	0	0	0	0	8	21:30	2	0	0	0	0	2
9:45	6	0	0	0	0	6	21:45	4	0	0	0	0	4
10:00	7	0	0	0	0	7	22:00	0	0	0	0	0	0
10:15	4	0	0	0	0	4	22:15	4	0	0	0	0	4
10:30	5	0	0	0	0	5	22:30	1	0	0	0	0	1
10:45	2	0	0	0	0	2	22:45	1	0	0	0	0	1
11:00	10	0	0	0	0	10	23:00	1	0	0	0	0	1
11:15	4	0	0	0	0	4	23:15	2	0	0	0	0	2
11:30	5	0	0	0	0	5	23:30	0	0	0	0	0	0
11:45	7	0	0	0	0	7	23:45	2	0	0	0	0	2
TOTAL	208	0	0	1	0	209	TOTAL	247	2	0	0	0	249

AM PEAK HOUR	7:45 AM
AM PEAK VOLUME	39

AM PEAK HOUR	4:30 PM
AM PEAK VOLUME	41

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	455	2	0	1	0	458
% OF TOTAL	99.3%	0.4%	0.0%	0.2%	0.0%	100.0%
AM PEAK	38	0	0	1	0	39
PM PEAK	41	0	0	0	0	41

A021323

Study Site 6 - Stonegate Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS71 Northern dwy west of Doolittle

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	12	0	0	0	0	12
0:15	2	0	0	0	0	2	12:15	9	0	0	0	0	9
0:30	2	0	0	0	0	2	12:30	11	0	0	0	0	11
0:45	3	0	0	0	0	3	12:45	12	0	0	0	0	12
1:00	1	0	0	0	0	1	13:00	5	0	0	0	0	5
1:15	5	0	0	0	0	5	13:15	7	0	0	0	0	7
1:30	2	0	0	0	0	2	13:30	11	0	0	0	0	11
1:45	3	0	0	0	0	3	13:45	10	0	0	0	0	10
2:00	1	0	0	0	0	1	14:00	16	0	0	0	0	16
2:15	1	0	0	0	0	1	14:15	14	0	0	0	0	14
2:30	0	0	0	0	0	0	14:30	23	0	0	0	0	23
2:45	0	0	0	0	0	0	14:45	10	0	0	0	0	10
3:00	3	0	0	0	0	3	15:00	17	0	0	0	0	17
3:15	3	0	0	0	0	3	15:15	18	0	0	0	0	18
3:30	1	0	0	0	0	1	15:30	14	0	0	0	0	14
3:45	1	1	0	0	0	2	15:45	16	0	0	0	0	16
4:00	1	0	0	0	0	1	16:00	17	0	0	0	0	17
4:15	0	0	0	0	0	0	16:15	16	0	0	0	0	16
4:30	1	0	0	0	0	1	16:30	17	0	0	0	0	17
4:45	6	0	0	0	0	6	16:45	12	0	0	0	0	12
5:00	3	0	0	0	0	3	17:00	16	0	0	0	0	16
5:15	6	0	0	0	0	6	17:15	22	0	0	0	0	22
5:30	0	0	0	0	0	0	17:30	17	0	0	0	0	17
5:45	1	0	0	0	0	1	17:45	17	0	0	0	0	17
6:00	2	0	0	0	0	2	18:00	20	0	0	0	0	20
6:15	1	0	0	0	0	1	18:15	10	0	0	0	0	10
6:30	2	0	0	0	0	2	18:30	15	0	0	0	0	15
6:45	3	0	0	0	0	3	18:45	15	0	0	0	0	15
7:00	3	0	0	0	0	3	19:00	6	0	0	0	0	6
7:15	4	0	0	0	0	4	19:15	6	1	0	0	0	7
7:30	4	0	0	0	0	4	19:30	16	0	0	0	0	16
7:45	9	0	0	0	0	9	19:45	10	0	0	0	0	10
8:00	13	0	0	0	0	13	20:00	8	0	0	0	0	8
8:15	7	0	0	0	0	7	20:15	13	0	0	0	0	13
8:30	12	1	0	0	0	13	20:30	15	0	0	0	0	15
8:45	13	0	0	0	0	13	20:45	11	0	0	0	0	11
9:00	5	0	0	0	0	5	21:00	14	0	0	0	0	14
9:15	3	0	0	0	0	3	21:15	9	0	0	0	0	9
9:30	4	0	0	0	0	4	21:30	12	0	0	0	0	12
9:45	7	1	0	0	0	8	21:45	12	0	0	0	0	12
10:00	2	0	0	0	0	2	22:00	8	0	0	0	0	8
10:15	5	0	0	0	0	5	22:15	4	0	0	0	0	4
10:30	6	0	0	0	0	6	22:30	5	0	0	0	0	5
10:45	7	0	0	0	0	7	22:45	3	0	0	0	0	3
11:00	8	1	0	0	0	9	23:00	7	0	0	0	0	7
11:15	1	0	0	0	0	1	23:15	5	0	0	0	0	5
11:30	5	0	0	0	0	5	23:30	5	0	0	0	0	5
11:45	11	0	0	0	0	11	23:45	2	0	0	0	0	2
TOTAL	183	4	0	0	0	187	TOTAL	570	1	0	0	0	571

AM PEAK HOUR	8:00 AM
AM PEAK VOLUME	46

AM PEAK HOUR	5:15 PM
AM PEAK VOLUME	76

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	TOTAL
TOTAL: AM+PM	753	5	0	0	0	758
% OF TOTAL	99.3%	0.7%	0.0%	0.0%	0.0%	100.0%
AM PEAK	45	1	0	0	0	46
PM PEAK	72	0	0	0	0	72

A13123

Study Site 6 - Stonegate Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS71 Northern dwy west of Doolittle

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	9	0	0	0	0	9
0:15	0	0	0	0	0	0	12:15	13	0	0	0	0	13
0:30	0	0	0	0	0	0	12:30	13	1	0	0	0	14
0:45	2	0	0	0	0	2	12:45	17	0	0	0	0	17
1:00	0	0	0	0	0	0	13:00	6	0	0	0	0	6
1:15	2	0	0	0	0	2	13:15	12	0	0	0	0	12
1:30	1	0	0	0	0	1	13:30	14	1	0	0	0	15
1:45	1	0	0	0	0	1	13:45	20	0	0	0	0	20
2:00	0	0	0	0	0	0	14:00	12	0	0	0	0	12
2:15	3	0	0	0	0	3	14:15	8	0	0	0	0	8
2:30	1	0	0	0	0	1	14:30	13	0	0	0	0	13
2:45	0	0	0	0	0	0	14:45	6	1	0	0	0	7
3:00	0	0	0	0	0	0	15:00	13	0	0	0	0	13
3:15	6	0	0	0	0	6	15:15	12	0	0	0	0	12
3:30	5	0	0	0	0	5	15:30	13	0	0	0	0	13
3:45	6	0	0	0	0	6	15:45	11	0	0	0	0	11
4:00	5	0	0	0	0	5	16:00	12	0	0	0	0	12
4:15	4	0	0	0	0	4	16:15	9	0	0	0	0	9
4:30	6	0	0	0	0	6	16:30	6	0	0	0	0	6
4:45	4	0	0	0	0	4	16:45	12	0	0	0	0	12
5:00	6	0	0	0	0	6	17:00	8	0	0	0	0	8
5:15	7	0	0	0	0	7	17:15	13	0	0	0	0	13
5:30	11	0	0	0	0	11	17:30	14	0	0	0	0	14
5:45	12	0	0	0	0	12	17:45	8	0	0	0	0	8
6:00	1	0	0	0	0	1	18:00	11	0	0	0	0	11
6:15	7	0	0	0	0	7	18:15	9	0	0	0	0	9
6:30	12	0	0	0	0	12	18:30	5	0	0	0	0	5
6:45	17	0	0	0	0	17	18:45	7	0	0	0	0	7
7:00	8	0	0	0	0	8	19:00	8	0	0	0	0	8
7:15	16	0	0	0	0	16	19:15	9	0	0	0	0	9
7:30	21	0	0	0	0	21	19:30	6	0	0	0	0	6
7:45	18	0	0	0	0	18	19:45	8	0	0	0	0	8
8:00	13	0	0	0	0	13	20:00	6	0	0	0	0	6
8:15	5	0	0	0	0	5	20:15	11	0	0	0	0	11
8:30	7	0	0	0	0	7	20:30	7	0	0	0	0	7
8:45	8	0	0	0	0	8	20:45	6	0	0	0	0	6
9:00	10	0	1	0	0	11	21:00	4	0	0	0	0	4
9:15	14	0	0	0	0	14	21:15	4	0	0	0	0	4
9:30	7	1	0	0	0	8	21:30	3	1	0	0	0	4
9:45	7	0	0	0	0	7	21:45	5	1	0	0	0	6
10:00	7	1	0	0	0	8	22:00	4	0	0	0	0	4
10:15	5	1	0	0	0	6	22:15	2	0	0	0	0	2
10:30	5	1	0	0	0	6	22:30	3	0	0	0	0	3
10:45	10	2	0	0	0	12	22:45	0	0	0	0	0	0
11:00	5	1	0	0	0	6	23:00	6	0	0	0	0	6
11:15	4	0	0	0	0	4	23:15	0	0	0	0	0	0
11:30	7	1	0	0	0	8	23:30	2	0	0	0	0	2
11:45	13	0	0	0	0	13	23:45	1	0	0	0	0	1
TOTAL	309	8	1	0	0	318	TOTAL	401	5	0	0	0	406

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	68

AM PEAK HOUR	1:15 PM
AM PEAK VOLUME	59

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	TOTAL
TOTAL: AM+PM	710	13	1	0	0	724
% OF TOTAL	98.1%	1.8%	0.1%	0.0%	0.0%	100.0%
AM PEAK	68	0	0	0	0	68
PM PEAK	47	0	0	0	0	47

A021323

Study Site 6 - Stonegate Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS72 Southern dwy west of Doolittle

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	19	1	0	0	0	20
0:15	1	0	0	0	0	1	12:15	16	1	0	0	0	17
0:30	2	0	0	0	0	2	12:30	16	0	0	0	0	16
0:45	2	0	0	0	0	2	12:45	11	0	0	0	0	11
1:00	2	0	0	0	0	2	13:00	12	0	0	0	0	12
1:15	1	0	0	0	0	1	13:15	18	0	0	0	0	18
1:30	0	0	0	0	0	0	13:30	13	1	0	0	0	14
1:45	0	0	0	0	0	0	13:45	5	0	0	0	0	5
2:00	2	0	0	0	0	2	14:00	18	0	0	0	0	18
2:15	1	0	0	0	0	1	14:15	13	0	0	0	0	13
2:30	0	0	0	0	0	0	14:30	15	0	0	0	0	15
2:45	0	0	0	0	0	0	14:45	17	1	0	0	0	18
3:00	0	0	0	0	0	0	15:00	21	0	0	0	0	21
3:15	2	0	0	0	0	2	15:15	19	2	0	0	0	21
3:30	0	0	0	0	0	0	15:30	11	0	0	0	0	11
3:45	1	0	0	0	0	1	15:45	19	1	0	0	0	20
4:00	1	0	0	0	0	1	16:00	24	0	0	0	0	24
4:15	0	0	0	0	0	0	16:15	13	0	0	0	0	13
4:30	0	0	0	0	0	0	16:30	9	0	0	0	0	9
4:45	0	0	0	0	0	0	16:45	18	0	0	0	0	18
5:00	1	0	0	0	0	1	17:00	24	0	0	0	0	24
5:15	1	0	0	0	0	1	17:15	15	0	0	0	0	15
5:30	2	0	0	0	0	2	17:30	21	0	0	0	0	21
5:45	1	0	0	0	0	1	17:45	23	0	0	0	0	23
6:00	0	0	0	0	0	0	18:00	12	0	0	0	0	12
6:15	4	0	0	0	0	4	18:15	13	0	0	0	0	13
6:30	3	0	0	0	0	3	18:30	12	0	0	0	0	12
6:45	3	0	0	0	0	3	18:45	11	0	0	0	0	11
7:00	4	0	0	0	0	4	19:00	13	0	0	0	0	13
7:15	4	2	0	0	0	6	19:15	21	0	0	0	0	21
7:30	6	1	0	0	0	7	19:30	5	0	0	0	0	5
7:45	4	0	0	0	0	4	19:45	10	0	0	0	0	10
8:00	13	0	0	0	0	13	20:00	13	1	0	0	0	14
8:15	11	0	0	0	0	11	20:15	12	0	0	0	0	12
8:30	10	0	1	0	0	11	20:30	17	0	0	0	0	17
8:45	6	0	0	0	0	6	20:45	10	0	0	0	0	10
9:00	10	0	0	0	0	10	21:00	11	0	0	0	0	11
9:15	13	0	0	0	0	13	21:15	8	1	0	0	0	9
9:30	10	1	0	0	0	11	21:30	1	0	0	0	0	1
9:45	7	0	0	0	0	7	21:45	9	0	0	0	0	9
10:00	5	0	1	0	0	6	22:00	4	0	0	0	0	4
10:15	10	2	0	0	0	12	22:15	2	0	0	0	0	2
10:30	21	1	0	0	0	22	22:30	5	0	0	0	0	5
10:45	7	1	0	0	0	8	22:45	5	0	0	0	0	5
11:00	14	0	0	0	0	14	23:00	3	0	0	0	0	3
11:15	10	2	0	0	0	12	23:15	2	0	0	0	0	2
11:30	18	1	0	0	0	19	23:30	4	0	0	0	0	4
11:45	10	0	0	0	0	10	23:45	1	0	0	0	0	1
TOTAL	225	11	2	0	0	238	TOTAL	594	9	0	0	0	603

AM PEAK HOUR	10:30 AM
AM PEAK VOLUME	56

AM PEAK HOUR	5:00 PM
AM PEAK VOLUME	83

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	TOTAL
TOTAL: AM+PM	819	20	2	0	0	841
% OF TOTAL	97.4%	2.4%	0.2%	0.0%	0.0%	100.0%
AM PEAK	38	0	1	0	0	39
PM PEAK	83	0	0	0	0	83

A13123

Study Site 6 - Stonegate Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS72 Southern dwy west of Doolittle

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	14	0	0	0	0	14
0:15	1	0	0	0	0	1	12:15	3	0	0	0	0	3
0:30	2	0	0	0	0	2	12:30	5	0	0	0	0	5
0:45	2	0	0	0	0	2	12:45	16	0	0	0	0	16
1:00	0	0	0	0	0	0	13:00	4	0	0	0	0	4
1:15	2	0	0	0	0	2	13:15	8	0	0	0	0	8
1:30	0	0	0	0	0	0	13:30	6	0	0	0	0	6
1:45	1	0	0	0	0	1	13:45	11	1	0	0	0	12
2:00	2	0	0	0	0	2	14:00	5	0	0	0	0	5
2:15	1	0	0	0	0	1	14:15	6	0	0	0	0	6
2:30	0	0	0	0	0	0	14:30	10	0	0	0	0	10
2:45	0	0	0	0	0	0	14:45	6	0	0	0	0	6
3:00	0	0	0	0	0	0	15:00	6	0	0	0	0	6
3:15	0	0	0	0	0	0	15:15	3	0	0	0	0	3
3:30	3	0	0	0	0	3	15:30	10	0	0	0	0	10
3:45	3	0	0	0	0	3	15:45	12	0	0	0	0	12
4:00	6	1	0	0	0	7	16:00	12	0	0	0	0	12
4:15	2	0	0	0	0	2	16:15	8	0	0	0	0	8
4:30	2	0	0	0	0	2	16:30	8	0	0	0	0	8
4:45	2	0	0	0	0	2	16:45	12	0	0	0	0	12
5:00	0	0	0	0	0	0	17:00	7	0	0	0	0	7
5:15	5	0	0	0	0	5	17:15	8	0	0	0	0	8
5:30	7	0	0	0	0	7	17:30	8	0	0	0	0	8
5:45	5	0	0	0	0	5	17:45	6	0	0	0	0	6
6:00	5	0	0	0	0	5	18:00	8	0	0	0	0	8
6:15	4	0	0	0	0	4	18:15	9	0	0	0	0	9
6:30	12	0	0	0	0	12	18:30	6	0	0	0	0	6
6:45	4	0	0	0	0	4	18:45	6	0	0	0	0	6
7:00	5	0	0	0	0	5	19:00	4	0	0	0	0	4
7:15	6	0	0	0	0	6	19:15	9	0	0	0	0	9
7:30	11	0	0	0	0	11	19:30	8	0	0	0	0	8
7:45	18	0	0	0	0	18	19:45	4	0	0	0	0	4
8:00	8	0	0	0	0	8	20:00	3	0	0	0	0	3
8:15	11	0	0	0	0	11	20:15	5	0	0	0	0	5
8:30	11	0	0	0	0	11	20:30	5	0	0	0	0	5
8:45	1	0	0	0	0	1	20:45	2	0	0	0	0	2
9:00	4	0	0	0	0	4	21:00	3	0	0	0	0	3
9:15	9	0	0	0	0	9	21:15	2	0	0	0	0	2
9:30	8	0	0	0	0	8	21:30	5	0	0	0	0	5
9:45	8	0	0	0	0	8	21:45	4	0	0	0	0	4
10:00	3	0	0	0	0	3	22:00	3	0	0	0	0	3
10:15	10	0	0	0	0	10	22:15	3	0	0	0	0	3
10:30	9	0	0	0	0	9	22:30	2	0	0	0	0	2
10:45	9	0	0	0	0	9	22:45	4	0	0	0	0	4
11:00	7	0	0	0	0	7	23:00	2	0	0	0	0	2
11:15	10	0	0	0	0	10	23:15	2	0	0	0	0	2
11:30	8	0	0	0	0	8	23:30	3	0	0	0	0	3
11:45	8	0	0	0	0	8	23:45	0	0	0	0	0	0
TOTAL	235	1	0	0	0	236	TOTAL	296	1	0	0	0	297

AM PEAK HOUR	7:45 AM
AM PEAK VOLUME	48

AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	42

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	TOTAL
TOTAL: AM+PM	531	2	0	0	0	533
% OF TOTAL	99.6%	0.4%	0.0%	0.0%	0.0%	100.0%
AM PEAK	48	0	0	0	0	48
PM PEAK	40	0	0	0	0	40

A021323

Study Site 7 - River's Edge Apartment Homes

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS82 Dwy east of Elm.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	0	0	0	0	0	0
0:15	0	0	0	0	0	0	12:15	0	0	0	0	0	0
0:30	0	0	0	0	0	0	12:30	0	0	0	0	0	0
0:45	0	0	0	0	0	0	12:45	0	0	0	0	0	0
1:00	0	0	0	0	0	0	13:00	0	0	0	0	0	0
1:15	0	0	0	0	0	0	13:15	0	0	0	0	0	0
1:30	0	0	0	0	0	0	13:30	0	0	0	0	0	0
1:45	0	0	0	0	0	0	13:45	0	0	0	0	0	0
2:00	0	0	0	0	0	0	14:00	0	0	0	0	0	0
2:15	0	0	0	0	0	0	14:15	0	0	0	0	0	0
2:30	0	0	0	0	0	0	14:30	0	0	0	0	0	0
2:45	0	0	0	0	0	0	14:45	0	0	0	0	0	0
3:00	0	0	0	0	0	0	15:00	0	0	0	0	0	0
3:15	0	0	0	0	0	0	15:15	0	0	0	0	0	0
3:30	0	0	0	0	0	0	15:30	0	0	0	0	0	0
3:45	0	0	0	0	0	0	15:45	0	0	0	0	0	0
4:00	0	0	0	0	0	0	16:00	0	0	0	0	0	0
4:15	0	0	0	0	0	0	16:15	0	0	0	0	0	0
4:30	0	0	0	0	0	0	16:30	0	0	0	0	0	0
4:45	0	0	0	0	0	0	16:45	0	0	0	0	0	0
5:00	0	0	0	0	0	0	17:00	0	0	0	0	0	0
5:15	0	0	0	0	0	0	17:15	0	0	0	0	0	0
5:30	0	0	0	0	0	0	17:30	0	0	0	0	0	0
5:45	0	0	0	0	0	0	17:45	0	0	0	0	0	0
6:00	0	0	0	0	0	0	18:00	0	0	0	0	0	0
6:15	0	0	0	0	0	0	18:15	0	0	0	0	0	0
6:30	0	0	0	0	0	0	18:30	0	0	0	0	0	0
6:45	0	0	0	0	0	0	18:45	0	0	0	0	0	0
7:00	0	0	0	0	0	0	19:00	0	0	0	0	0	0
7:15	0	0	0	0	0	0	19:15	0	0	0	0	0	0
7:30	0	0	0	0	0	0	19:30	0	0	0	0	0	0
7:45	0	0	0	0	0	0	19:45	0	0	0	0	0	0
8:00	0	0	0	0	0	0	20:00	0	0	0	0	0	0
8:15	0	0	0	0	0	0	20:15	0	0	0	0	0	0
8:30	1	0	0	0	0	1	20:30	0	0	0	0	0	0
8:45	0	0	0	0	0	0	20:45	0	0	0	0	0	0
9:00	0	0	0	0	0	0	21:00	0	0	0	0	0	0
9:15	0	0	0	0	0	0	21:15	0	0	0	0	0	0
9:30	0	0	0	0	0	0	21:30	0	0	0	0	0	0
9:45	0	0	0	0	0	0	21:45	0	0	0	0	0	0
10:00	0	0	0	0	0	0	22:00	0	0	0	0	0	0
10:15	0	0	0	0	0	0	22:15	0	0	0	0	0	0
10:30	0	0	0	0	0	0	22:30	0	0	0	0	0	0
10:45	0	0	0	0	0	0	22:45	0	0	0	0	0	0
11:00	0	0	0	0	0	0	23:00	0	0	0	0	0	0
11:15	1	0	0	0	0	1	23:15	0	0	0	0	0	0
11:30	0	0	0	0	0	0	23:30	0	0	0	0	0	0
11:45	0	0	0	0	0	0	23:45	0	0	0	0	0	0
TOTAL	2	0	0	0	0	2	TOTAL	0	0	0	0	0	0

AM PEAK HOUR	11:15 AM
AM PEAK VOLUME	1

AM PEAK HOUR	11:45 PM
AM PEAK VOLUME	0

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	2	0	0	0	0	2
% OF TOTAL	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
AM PEAK	1	0	0	0	0	1
PM PEAK	0	0	0	0	0	0

A13123

Study Site 7 - River's Edge Apartment Homes

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS82 Dwy east of Elm.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	0	0	0	0	0	0
0:15	0	0	0	0	0	0	12:15	2	1	0	0	0	3
0:30	0	0	0	0	0	0	12:30	2	0	0	0	0	2
0:45	0	0	0	0	0	0	12:45	1	0	0	0	0	1
1:00	0	0	0	0	0	0	13:00	0	0	0	0	0	0
1:15	0	0	0	0	0	0	13:15	1	0	0	0	0	1
1:30	0	0	0	0	0	0	13:30	1	0	0	0	0	1
1:45	0	0	0	0	0	0	13:45	4	0	0	0	0	4
2:00	0	0	0	0	0	0	14:00	1	0	0	0	0	1
2:15	1	0	0	0	0	1	14:15	4	0	0	0	0	4
2:30	0	0	0	0	0	0	14:30	0	0	0	0	0	0
2:45	1	0	0	0	0	1	14:45	1	1	0	0	0	2
3:00	0	0	0	0	0	0	15:00	3	0	0	0	0	3
3:15	0	0	0	0	0	0	15:15	3	0	0	1	0	4
3:30	0	0	0	0	0	0	15:30	2	0	0	0	0	2
3:45	0	0	0	0	0	0	15:45	2	0	0	0	0	2
4:00	0	0	0	0	0	0	16:00	3	0	0	0	0	3
4:15	0	0	0	0	0	0	16:15	3	0	0	0	0	3
4:30	0	0	0	0	0	0	16:30	1	1	0	0	0	2
4:45	0	0	0	0	0	0	16:45	2	0	0	0	0	2
5:00	0	0	0	0	0	0	17:00	0	0	0	0	0	0
5:15	0	0	0	0	0	0	17:15	0	0	0	0	0	0
5:30	0	0	0	0	0	0	17:30	2	0	0	0	0	2
5:45	2	0	0	0	0	2	17:45	0	0	0	0	0	0
6:00	1	0	0	0	0	1	18:00	3	0	0	0	0	3
6:15	0	0	0	0	0	0	18:15	0	0	0	0	0	0
6:30	0	0	0	0	0	0	18:30	1	0	0	0	0	1
6:45	0	0	0	0	0	0	18:45	2	0	0	0	0	2
7:00	0	0	0	0	0	0	19:00	3	0	0	0	0	3
7:15	1	0	0	0	0	1	19:15	1	0	0	0	0	1
7:30	2	0	0	0	0	2	19:30	1	0	0	0	0	1
7:45	7	0	0	0	0	7	19:45	1	0	0	0	0	1
8:00	5	0	0	0	0	5	20:00	0	0	0	0	0	0
8:15	1	0	0	0	0	1	20:15	1	0	0	0	0	1
8:30	4	0	0	0	0	4	20:30	2	0	0	0	0	2
8:45	1	0	0	0	0	1	20:45	2	0	0	0	0	2
9:00	4	0	0	0	0	4	21:00	1	0	0	0	0	1
9:15	1	0	0	0	0	1	21:15	1	0	0	0	0	1
9:30	2	0	0	0	0	2	21:30	0	0	0	0	0	0
9:45	0	0	0	0	0	0	21:45	4	0	0	0	0	4
10:00	0	0	0	0	0	0	22:00	1	0	0	0	0	1
10:15	1	0	0	0	0	1	22:15	0	0	0	0	0	0
10:30	1	0	0	0	0	1	22:30	1	0	0	0	0	1
10:45	0	0	0	0	0	0	22:45	0	0	0	0	0	0
11:00	0	0	0	0	0	0	23:00	0	0	0	0	0	0
11:15	1	1	0	0	0	2	23:15	0	0	0	0	0	0
11:30	2	0	0	0	0	2	23:30	2	0	0	0	0	2
11:45	0	1	0	0	0	1	23:45	0	0	0	0	0	0
TOTAL	38	2	0	0	0	40	TOTAL	65	3	0	1	0	69

AM PEAK HOUR	7:45 AM
AM PEAK VOLUME	17

AM PEAK HOUR	3:15 PM
AM PEAK VOLUME	11

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	103	5	0	1	0	109
% OF TOTAL	94.5%	4.6%	0.0%	0.9%	0.0%	100.0%
AM PEAK	17	0	0	0	0	17
PM PEAK	9	1	0	0	0	10

A021323

Study Site 7 - River's Edge Apartment Homes

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS83 Dwy south of Lakeshore.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	3	0	0	0	0	3	12:00	23	3	0	0	0	26
0:15	2	0	0	0	0	2	12:15	17	2	0	0	0	19
0:30	4	0	0	0	0	4	12:30	22	0	0	0	0	22
0:45	3	0	0	0	0	3	12:45	15	0	0	0	0	15
1:00	2	0	0	0	0	2	13:00	17	0	0	0	0	17
1:15	2	0	0	0	0	2	13:15	17	2	0	0	0	19
1:30	0	0	0	0	0	0	13:30	15	0	0	0	0	15
1:45	3	0	0	0	0	3	13:45	36	0	0	0	0	36
2:00	2	0	0	0	0	2	14:00	29	0	0	0	0	29
2:15	2	0	0	0	0	2	14:15	25	2	0	0	0	27
2:30	3	0	0	0	0	3	14:30	13	2	0	0	0	15
2:45	5	0	0	0	0	5	14:45	32	1	0	1	0	34
3:00	2	0	0	0	0	2	15:00	27	0	0	0	0	27
3:15	0	0	0	0	0	0	15:15	19	0	0	0	0	19
3:30	1	0	0	0	0	1	15:30	25	1	0	0	0	26
3:45	1	0	0	0	0	1	15:45	43	0	0	0	0	43
4:00	2	0	0	0	0	2	16:00	36	0	0	0	0	36
4:15	1	0	0	0	0	1	16:15	23	1	0	0	0	24
4:30	2	0	0	0	0	2	16:30	41	0	0	0	0	41
4:45	2	1	0	0	0	3	16:45	35	0	0	0	0	35
5:00	3	0	0	0	0	3	17:00	42	2	0	0	0	44
5:15	3	0	0	0	0	3	17:15	35	0	0	0	0	35
5:30	2	0	0	0	0	2	17:30	32	0	0	0	0	32
5:45	7	0	0	0	0	7	17:45	27	0	0	0	0	27
6:00	6	0	0	0	0	6	18:00	45	0	0	0	0	45
6:15	6	0	0	0	0	6	18:15	40	0	0	0	0	40
6:30	3	0	0	0	0	3	18:30	35	1	0	0	0	36
6:45	1	0	0	0	0	1	18:45	30	0	0	0	0	30
7:00	8	1	0	0	0	9	19:00	32	0	0	0	0	32
7:15	4	1	0	0	0	5	19:15	29	0	0	0	0	29
7:30	21	0	0	0	0	21	19:30	23	0	0	0	0	23
7:45	28	0	0	0	0	28	19:45	27	0	0	0	0	27
8:00	17	0	0	0	0	17	20:00	37	1	0	0	0	38
8:15	28	0	0	0	0	28	20:15	18	0	0	0	0	18
8:30	11	0	0	0	0	11	20:30	20	0	0	0	0	20
8:45	14	1	0	0	0	15	20:45	20	0	0	0	0	20
9:00	13	0	0	0	0	13	21:00	31	0	0	0	0	31
9:15	15	1	0	0	0	16	21:15	14	0	0	0	0	14
9:30	12	2	0	0	0	14	21:30	17	0	0	0	0	17
9:45	14	1	0	0	0	15	21:45	15	0	0	0	0	15
10:00	15	3	0	0	0	18	22:00	14	0	0	0	0	14
10:15	15	1	0	0	0	16	22:15	9	0	0	0	0	9
10:30	10	2	0	0	0	12	22:30	11	0	0	0	0	11
10:45	10	1	0	0	0	11	22:45	10	0	0	0	0	10
11:00	12	2	0	0	0	14	23:00	6	0	0	0	0	6
11:15	12	0	0	0	0	12	23:15	10	0	0	0	0	10
11:30	22	0	0	0	0	22	23:30	5	0	0	0	0	5
11:45	26	0	0	0	0	26	23:45	7	0	0	0	0	7
TOTAL	380	17	0	0	0	397	TOTAL	1,151	18	0	1	0	1,170

AM PEAK HOUR	7:30 AM
AM PEAK VOLUME	94

AM PEAK HOUR	4:30 PM
AM PEAK VOLUME	155

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	1,531	35	0	1	0	1,567
% OF TOTAL	97.7%	2.2%	0.0%	0.1%	0.0%	100.0%
AM PEAK	94	0	0	0	0	94
PM PEAK	153	2	0	0	0	155

A13123

Study Site 7 - River's Edge Apartment Homes

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS83 Dwy south of Lakeshore.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	7	0	0	0	0	7	12:00	21	0	0	0	0	21
0:15	1	0	0	0	0	1	12:15	15	0	0	0	0	15
0:30	1	0	0	0	0	1	12:30	20	1	0	0	0	21
0:45	0	0	0	0	0	0	12:45	14	1	0	0	0	15
1:00	1	0	0	0	0	1	13:00	15	0	0	0	0	15
1:15	3	0	0	0	0	3	13:15	16	0	0	0	0	16
1:30	2	0	0	0	0	2	13:30	22	1	0	0	0	23
1:45	2	0	0	0	0	2	13:45	24	1	0	0	0	25
2:00	2	0	0	0	0	2	14:00	23	0	0	0	0	23
2:15	0	0	0	0	0	0	14:15	15	0	0	0	0	15
2:30	0	0	0	0	0	0	14:30	25	1	0	0	0	26
2:45	1	0	0	0	0	1	14:45	26	1	0	0	0	27
3:00	2	0	0	0	0	2	15:00	18	1	0	0	0	19
3:15	5	0	0	0	0	5	15:15	31	0	0	0	0	31
3:30	3	0	0	0	0	3	15:30	23	0	0	0	0	23
3:45	6	0	0	0	0	6	15:45	31	1	0	0	0	32
4:00	3	0	0	0	0	3	16:00	15	0	0	0	0	15
4:15	9	0	0	0	0	9	16:15	23	0	0	0	0	23
4:30	9	0	0	0	0	9	16:30	25	0	0	0	0	25
4:45	17	0	0	0	0	17	16:45	27	0	0	0	0	27
5:00	7	0	0	0	0	7	17:00	32	0	0	0	0	32
5:15	13	0	0	0	0	13	17:15	25	0	0	0	0	25
5:30	15	1	0	0	0	16	17:30	18	0	0	0	0	18
5:45	13	0	0	0	0	13	17:45	20	0	0	0	0	20
6:00	12	1	0	0	0	13	18:00	18	0	0	0	0	18
6:15	19	0	0	0	0	19	18:15	24	0	0	0	0	24
6:30	23	0	0	0	0	23	18:30	25	1	0	0	0	26
6:45	16	1	0	0	0	17	18:45	16	0	0	0	0	16
7:00	13	2	0	0	0	15	19:00	9	0	0	0	0	9
7:15	35	0	0	0	0	35	19:15	11	0	0	0	0	11
7:30	55	0	0	0	0	55	19:30	11	0	0	0	0	11
7:45	40	0	0	0	0	40	19:45	15	0	0	0	0	15
8:00	35	0	0	0	0	35	20:00	9	0	0	0	0	9
8:15	20	0	0	0	0	20	20:15	13	0	0	0	0	13
8:30	17	0	0	0	0	17	20:30	15	1	0	0	0	16
8:45	18	0	0	0	0	18	20:45	13	0	0	0	0	13
9:00	21	0	0	0	0	21	21:00	12	0	0	0	0	12
9:15	28	0	0	0	0	28	21:15	7	0	0	0	0	7
9:30	24	1	0	0	0	25	21:30	6	1	0	0	0	7
9:45	13	0	0	0	0	13	21:45	7	0	0	0	0	7
10:00	21	2	0	0	0	23	22:00	7	0	0	0	0	7
10:15	26	3	0	0	0	29	22:15	6	0	0	0	0	6
10:30	16	2	0	0	0	18	22:30	5	0	0	0	0	5
10:45	16	3	0	0	0	19	22:45	7	0	0	0	0	7
11:00	15	0	0	0	0	15	23:00	6	0	0	0	0	6
11:15	14	1	0	0	0	15	23:15	3	0	0	0	0	3
11:30	21	0	0	0	0	21	23:30	4	0	0	0	0	4
11:45	16	1	0	0	0	17	23:45	2	0	0	0	0	2
TOTAL	656	18	0	0	0	674	TOTAL	775	11	0	0	0	786

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	165

AM PEAK HOUR	4:30 PM
AM PEAK VOLUME	109

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	1,431	29	0	0	0	1,460
% OF TOTAL	98.0%	2.0%	0.0%	0.0%	0.0%	100.0%
AM PEAK	165	0	0	0	0	165
PM PEAK	109	0	0	0	0	109

A021323

Study Site 8 - Mayberry Colony Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS90 Western Dwy south of Mayberry.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	3	0	0	0	0	3
0:15	1	0	0	0	0	1	12:15	12	0	0	0	0	12
0:30	2	0	0	0	0	2	12:30	6	0	0	0	0	6
0:45	0	0	0	0	0	0	12:45	3	0	0	0	0	3
1:00	1	0	0	0	0	1	13:00	1	0	0	0	0	1
1:15	3	0	0	0	0	3	13:15	10	0	0	1	0	11
1:30	0	0	0	0	0	0	13:30	9	0	0	0	0	9
1:45	1	0	0	0	0	1	13:45	6	0	0	0	0	6
2:00	0	0	0	0	0	0	14:00	10	0	0	0	0	10
2:15	3	0	0	0	0	3	14:15	8	0	0	0	0	8
2:30	2	0	0	0	0	2	14:30	12	0	0	0	0	12
2:45	0	0	0	0	0	0	14:45	18	0	0	0	0	18
3:00	4	0	0	0	0	4	15:00	13	0	0	0	0	13
3:15	1	0	0	0	0	1	15:15	7	0	0	0	0	7
3:30	3	0	0	0	0	3	15:30	17	1	0	0	0	18
3:45	1	0	0	0	0	1	15:45	17	0	0	0	0	17
4:00	0	0	0	0	0	0	16:00	6	0	0	0	0	6
4:15	0	0	0	0	0	0	16:15	8	0	0	0	0	8
4:30	0	0	0	0	0	0	16:30	9	0	0	0	0	9
4:45	2	0	0	0	0	2	16:45	15	0	0	0	0	15
5:00	0	0	0	0	0	0	17:00	9	0	0	0	0	9
5:15	2	0	0	0	0	2	17:15	10	0	0	0	0	10
5:30	0	0	0	0	0	0	17:30	14	0	0	0	0	14
5:45	0	0	0	0	0	0	17:45	11	0	0	0	0	11
6:00	3	0	0	0	0	3	18:00	8	1	0	0	0	9
6:15	5	0	0	0	0	5	18:15	12	0	0	0	0	12
6:30	6	0	0	0	0	6	18:30	9	0	0	0	0	9
6:45	0	0	0	0	0	0	18:45	8	1	0	0	0	9
7:00	2	0	0	0	0	2	19:00	4	0	0	0	0	4
7:15	5	0	0	0	0	5	19:15	9	0	0	0	0	9
7:30	12	0	0	0	0	12	19:30	8	0	0	0	0	8
7:45	3	0	0	0	0	3	19:45	7	0	0	0	0	7
8:00	4	0	0	0	0	4	20:00	8	0	0	0	0	8
8:15	7	0	0	0	0	7	20:15	2	0	0	0	0	2
8:30	11	0	0	0	0	11	20:30	9	0	0	0	0	9
8:45	1	0	0	0	0	1	20:45	5	0	0	0	0	5
9:00	5	0	0	0	0	5	21:00	7	0	0	0	0	7
9:15	3	0	0	0	0	3	21:15	3	0	0	0	0	3
9:30	2	0	0	0	0	2	21:30	1	0	0	0	0	1
9:45	4	0	0	0	0	4	21:45	2	0	0	0	0	2
10:00	5	0	0	0	0	5	22:00	2	0	0	0	0	2
10:15	2	2	0	0	0	4	22:15	2	0	0	0	0	2
10:30	5	0	0	0	0	5	22:30	3	0	0	0	0	3
10:45	3	0	0	0	0	3	22:45	4	0	0	0	0	4
11:00	5	0	0	0	0	5	23:00	3	0	0	0	0	3
11:15	6	0	0	0	0	6	23:15	5	0	0	0	0	5
11:30	6	0	0	0	0	6	23:30	4	0	0	0	0	4
11:45	3	0	0	0	0	3	23:45	1	0	0	0	0	1
TOTAL	135	2	0	0	0	137	TOTAL	360	3	0	1	0	364

AM PEAK HOUR	7:30 AM
AM PEAK VOLUME	26

AM PEAK HOUR	2:45 PM
AM PEAK VOLUME	56

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	495	5	0	1	0	501
% OF TOTAL	98.8%	1.0%	0.0%	0.2%	0.0%	100.0%
AM PEAK	26	0	0	0	0	26
PM PEAK	44	0	0	0	0	44

A13123

Study Site 8 - Mayberry Colony Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS90 Western Dwy south of Mayberry.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	11	0	0	0	0	11
0:15	1	0	0	0	0	1	12:15	11	0	0	0	0	11
0:30	0	0	0	0	0	0	12:30	9	0	0	0	0	9
0:45	1	0	0	0	0	1	12:45	8	0	0	0	0	8
1:00	0	0	0	0	0	0	13:00	6	0	0	0	0	6
1:15	1	0	0	0	0	1	13:15	6	0	0	0	0	6
1:30	0	0	0	0	0	0	13:30	3	0	0	0	0	3
1:45	2	0	0	0	0	2	13:45	7	0	0	0	0	7
2:00	0	0	0	0	0	0	14:00	12	0	0	0	0	12
2:15	0	0	0	0	0	0	14:15	14	0	0	0	0	14
2:30	0	0	0	0	0	0	14:30	10	0	0	0	0	10
2:45	3	0	0	0	0	3	14:45	11	0	0	0	0	11
3:00	2	0	0	0	0	2	15:00	10	0	0	0	0	10
3:15	5	0	0	0	0	5	15:15	9	0	0	0	0	9
3:30	5	0	0	0	0	5	15:30	8	0	0	0	0	8
3:45	4	0	0	0	0	4	15:45	7	0	0	0	0	7
4:00	0	0	0	0	0	0	16:00	11	0	0	0	0	11
4:15	5	0	0	0	0	5	16:15	10	0	0	0	0	10
4:30	7	0	0	0	0	7	16:30	10	0	0	0	0	10
4:45	3	0	0	0	0	3	16:45	8	0	0	0	0	8
5:00	8	0	0	0	0	8	17:00	16	0	0	0	0	16
5:15	0	0	0	0	0	0	17:15	13	1	0	0	0	14
5:30	2	0	0	0	0	2	17:30	12	0	0	0	0	12
5:45	6	0	0	0	0	6	17:45	13	0	0	0	0	13
6:00	4	0	0	0	0	4	18:00	11	0	0	0	0	11
6:15	3	0	0	0	0	3	18:15	5	0	0	0	0	5
6:30	9	0	0	0	0	9	18:30	7	0	0	0	0	7
6:45	8	0	0	0	0	8	18:45	12	0	0	0	0	12
7:00	7	0	0	0	0	7	19:00	8	0	0	0	0	8
7:15	21	0	0	0	0	21	19:15	5	0	0	0	0	5
7:30	4	0	0	0	0	4	19:30	7	0	0	0	0	7
7:45	7	0	0	0	0	7	19:45	6	0	0	0	0	6
8:00	21	0	0	0	0	21	20:00	5	0	0	0	0	5
8:15	10	0	0	0	0	10	20:15	7	0	0	0	0	7
8:30	8	0	0	1	0	9	20:30	6	0	0	0	0	6
8:45	7	0	0	0	0	7	20:45	3	0	0	0	0	3
9:00	9	0	0	0	0	9	21:00	1	0	0	0	0	1
9:15	5	0	0	0	0	5	21:15	5	0	0	0	0	5
9:30	3	0	0	0	0	3	21:30	3	0	0	0	0	3
9:45	2	0	0	0	0	2	21:45	5	0	0	0	0	5
10:00	9	1	0	0	0	10	22:00	1	0	0	0	0	1
10:15	4	3	0	0	0	7	22:15	1	0	0	0	0	1
10:30	2	1	0	0	0	3	22:30	0	0	0	0	0	0
10:45	9	0	0	0	0	9	22:45	2	0	0	0	0	2
11:00	11	0	0	0	0	11	23:00	2	0	0	0	0	2
11:15	2	0	0	0	0	2	23:15	4	0	0	0	0	4
11:30	5	0	0	0	0	5	23:30	5	0	0	0	0	5
11:45	8	0	0	0	0	8	23:45	2	0	0	0	0	2
TOTAL	233	5	0	1	0	239	TOTAL	348	1	0	0	0	349

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	53

AM PEAK HOUR	5:00 PM
AM PEAK VOLUME	55

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	581	6	0	1	0	588
% OF TOTAL	98.8%	1.0%	0.0%	0.2%	0.0%	100.0%
AM PEAK	53	0	0	0	0	53
PM PEAK	54	1	0	0	0	55

A021323

Study Site 8 - Mayberry Colony Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS91 Eastern Dwy south of Mayberry.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	3	0	0	0	0	3	12:00	8	0	0	0	0	8
0:15	3	0	0	0	0	3	12:15	8	0	0	0	0	8
0:30	1	0	0	0	0	1	12:30	3	0	0	0	0	3
0:45	1	0	0	0	0	1	12:45	5	0	0	0	0	5
1:00	0	0	0	0	0	0	13:00	7	0	0	0	0	7
1:15	4	0	0	0	0	4	13:15	4	0	0	0	0	4
1:30	0	0	0	0	0	0	13:30	7	0	0	0	0	7
1:45	1	0	0	0	0	1	13:45	2	0	0	0	0	2
2:00	1	0	0	0	0	1	14:00	9	0	0	0	0	9
2:15	1	0	0	0	0	1	14:15	14	0	0	0	0	14
2:30	0	0	0	0	0	0	14:30	14	0	0	0	0	14
2:45	1	0	0	0	0	1	14:45	8	0	0	0	0	8
3:00	0	0	0	0	0	0	15:00	2	0	0	0	0	2
3:15	0	0	0	0	0	0	15:15	1	0	0	0	0	1
3:30	3	0	0	0	0	3	15:30	3	0	0	0	0	3
3:45	0	0	0	0	0	0	15:45	3	0	0	0	0	3
4:00	0	0	0	0	0	0	16:00	9	0	0	0	0	9
4:15	1	0	0	0	0	1	16:15	9	0	0	0	0	9
4:30	1	0	0	0	0	1	16:30	7	0	0	0	0	7
4:45	0	0	0	0	0	0	16:45	13	0	0	0	0	13
5:00	0	0	0	0	0	0	17:00	8	1	0	0	0	9
5:15	0	0	0	0	0	0	17:15	12	0	0	0	0	12
5:30	3	0	0	0	0	3	17:30	7	0	0	0	0	7
5:45	3	0	0	0	0	3	17:45	11	0	0	0	0	11
6:00	0	0	0	0	0	0	18:00	14	0	0	0	0	14
6:15	0	0	0	0	0	0	18:15	6	0	0	0	0	6
6:30	2	0	0	0	0	2	18:30	3	0	0	0	0	3
6:45	0	0	0	0	0	0	18:45	13	0	0	0	0	13
7:00	12	0	0	0	0	12	19:00	14	0	0	0	0	14
7:15	7	0	0	0	0	7	19:15	10	0	0	0	0	10
7:30	4	0	0	0	0	4	19:30	2	0	0	0	0	2
7:45	8	0	0	0	0	8	19:45	8	0	0	0	0	8
8:00	3	0	0	0	0	3	20:00	3	0	0	0	0	3
8:15	6	0	0	0	0	6	20:15	4	0	0	0	0	4
8:30	6	0	0	1	0	7	20:30	4	0	0	0	0	4
8:45	7	0	0	0	0	7	20:45	7	0	0	0	0	7
9:00	5	0	0	0	0	5	21:00	2	0	0	0	0	2
9:15	3	0	0	0	0	3	21:15	3	0	0	0	0	3
9:30	5	0	0	0	0	5	21:30	3	0	0	0	0	3
9:45	3	2	0	0	0	5	21:45	3	0	0	0	0	3
10:00	2	0	0	0	0	2	22:00	2	0	0	0	0	2
10:15	3	2	0	0	0	5	22:15	2	0	0	0	0	2
10:30	5	0	0	0	0	5	22:30	6	0	0	0	0	6
10:45	4	0	0	0	0	4	22:45	2	0	0	0	0	2
11:00	2	0	0	0	0	2	23:00	1	0	0	0	0	1
11:15	3	0	0	0	0	3	23:15	1	0	0	0	0	1
11:30	7	0	0	0	0	7	23:30	3	0	0	0	0	3
11:45	3	0	0	0	0	3	23:45	2	0	0	0	0	2
TOTAL	127	4	0	1	0	132	TOTAL	292	1	0	0	0	293

AM PEAK HOUR	7:00 AM
AM PEAK VOLUME	31

AM PEAK HOUR	2:00 PM
AM PEAK VOLUME	45

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	419	5	0	1	0	425
% OF TOTAL	98.6%	1.2%	0.0%	0.2%	0.0%	100.0%
AM PEAK	31	0	0	0	0	31
PM PEAK	40	1	0	0	0	41

A13123

Study Site 8 - Mayberry Colony Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS91 Eastern Dwy south of Mayberry.

AM	OUT					
TIME	1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0
0:15	0	0	0	0	0	0
0:30	1	0	0	0	0	1
0:45	0	0	0	0	0	0
1:00	0	0	0	0	0	0
1:15	0	0	0	0	0	0
1:30	1	0	0	0	0	1
1:45	0	0	0	0	0	0
2:00	0	0	0	0	0	0
2:15	0	0	0	0	0	0
2:30	2	0	0	0	0	2
2:45	1	0	0	0	0	1
3:00	1	0	0	0	0	1
3:15	0	0	0	0	0	0
3:30	0	0	0	0	0	0
3:45	0	0	0	0	0	0
4:00	1	0	0	0	0	1
4:15	1	0	0	0	0	1
4:30	1	0	0	0	0	1
4:45	3	0	0	0	0	3
5:00	1	0	0	0	0	1
5:15	3	0	0	0	0	3
5:30	3	0	0	0	0	3
5:45	7	0	0	0	0	7
6:00	2	0	0	0	0	2
6:15	2	0	0	0	0	2
6:30	3	0	0	0	0	3
6:45	9	0	0	0	0	9
7:00	11	0	0	0	0	11
7:15	9	0	0	0	0	9
7:30	10	0	0	0	0	10
7:45	6	0	0	0	0	6
8:00	1	0	0	0	0	1
8:15	3	0	0	0	0	3
8:30	11	0	0	0	0	11
8:45	13	0	0	0	0	13
9:00	2	0	0	0	0	2
9:15	2	0	0	0	0	2
9:30	4	0	0	0	0	4
9:45	4	0	0	0	0	4
10:00	1	0	0	0	0	1
10:15	7	1	0	0	0	8
10:30	5	0	0	0	0	5
10:45	5	0	0	0	0	5
11:00	1	0	0	0	0	1
11:15	3	0	0	0	0	3
11:30	4	0	0	0	0	4
11:45	3	0	0	0	0	3
TOTAL	147	1	0	0	0	148

AM PEAK HOUR	6:45 AM
AM PEAK VOLUME	39

PM	OUT					
Time	1	2	3	4	5	TOTAL
12:00	7	0	0	0	0	7
12:15	5	0	0	0	0	5
12:30	3	0	0	0	0	3
12:45	3	0	0	0	0	3
13:00	4	0	0	0	0	4
13:15	9	0	0	0	0	9
13:30	4	0	0	1	0	5
13:45	5	0	0	0	0	5
14:00	11	0	0	0	0	11
14:15	8	0	0	0	0	8
14:30	2	0	0	0	0	2
14:45	4	0	0	0	0	4
15:00	7	0	0	0	0	7
15:15	5	0	0	0	0	5
15:30	7	1	0	0	0	8
15:45	11	0	0	0	0	11
16:00	5	0	0	0	0	5
16:15	10	0	0	0	0	10
16:30	7	0	0	0	0	7
16:45	3	0	0	0	0	3
17:00	2	0	0	0	0	2
17:15	4	0	0	0	0	4
17:30	5	0	0	0	0	5
17:45	7	0	0	0	0	7
18:00	3	0	0	0	0	3
18:15	4	0	0	0	0	4
18:30	3	0	0	0	0	3
18:45	5	0	0	0	0	5
19:00	2	0	0	0	0	2
19:15	4	0	0	0	0	4
19:30	0	0	0	0	0	0
19:45	0	0	0	0	0	0
20:00	2	0	0	0	0	2
20:15	2	0	0	0	0	2
20:30	2	0	0	0	0	2
20:45	1	0	0	0	0	1
21:00	1	0	0	0	0	1
21:15	1	0	0	0	0	1
21:30	0	0	0	0	0	0
21:45	0	0	0	0	0	0
22:00	2	0	0	0	0	2
22:15	2	0	0	0	0	2
22:30	1	0	0	0	0	1
22:45	4	0	0	0	0	4
23:00	2	0	0	0	0	2
23:15	0	0	0	0	0	0
23:30	2	0	0	0	0	2
23:45	0	0	0	0	0	0
TOTAL	181	1	0	1	0	183

AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	34

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	328	2	0	1	0	331
% OF TOTAL	99.1%	0.6%	0.0%	0.3%	0.0%	100.0%
AM PEAK	36	0	0	0	0	36
PM PEAK	25	0	0	0	0	25

A021323

Study Site 9 - Summit Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS92 DWY west of Hathaway.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	9	0	0	0	0	9
0:15	1	0	0	0	0	1	12:15	6	0	1	0	0	7
0:30	2	0	0	0	0	2	12:30	7	0	0	0	0	7
0:45	2	0	0	0	0	2	12:45	5	0	0	0	0	5
1:00	2	0	0	0	0	2	13:00	4	0	0	0	0	4
1:15	1	0	0	0	0	1	13:15	3	0	0	0	0	3
1:30	0	0	0	0	0	0	13:30	8	0	0	0	0	8
1:45	0	0	0	0	0	0	13:45	7	1	0	0	0	8
2:00	1	0	0	0	0	1	14:00	10	1	0	0	0	11
2:15	0	0	0	0	0	0	14:15	5	0	0	0	0	5
2:30	0	0	0	0	0	0	14:30	11	0	0	0	0	11
2:45	0	0	0	0	0	0	14:45	4	0	0	0	0	4
3:00	1	0	0	0	0	1	15:00	5	0	0	0	0	5
3:15	1	0	0	0	0	1	15:15	6	0	0	0	0	6
3:30	0	0	0	0	0	0	15:30	13	0	0	0	0	13
3:45	1	0	0	0	0	1	15:45	12	0	0	0	0	12
4:00	0	0	0	0	0	0	16:00	13	0	0	0	0	13
4:15	1	0	0	0	0	1	16:15	7	0	0	0	0	7
4:30	3	0	0	0	0	3	16:30	9	0	0	0	0	9
4:45	2	0	0	0	0	2	16:45	3	0	0	0	0	3
5:00	0	0	0	0	0	0	17:00	7	0	0	0	0	7
5:15	1	0	0	0	0	1	17:15	8	0	0	0	0	8
5:30	1	0	0	0	0	1	17:30	7	0	0	0	0	7
5:45	1	0	0	0	0	1	17:45	7	0	0	0	0	7
6:00	0	0	0	0	0	0	18:00	8	0	0	0	0	8
6:15	1	0	1	0	0	2	18:15	5	0	0	0	0	5
6:30	1	0	0	0	0	1	18:30	9	0	0	0	0	9
6:45	2	0	0	0	0	2	18:45	7	0	0	0	0	7
7:00	3	0	0	0	0	3	19:00	4	1	0	0	0	5
7:15	2	0	0	0	0	2	19:15	7	0	0	0	0	7
7:30	2	0	0	0	0	2	19:30	9	0	0	0	0	9
7:45	4	0	0	0	0	4	19:45	6	0	0	0	0	6
8:00	5	0	0	0	0	5	20:00	10	0	0	0	0	10
8:15	7	0	0	0	0	7	20:15	7	0	0	0	0	7
8:30	3	0	0	0	0	3	20:30	6	0	0	0	0	6
8:45	7	0	0	0	0	7	20:45	4	0	0	0	0	4
9:00	2	0	0	0	0	2	21:00	8	0	0	0	0	8
9:15	4	0	0	0	0	4	21:15	5	0	0	0	0	5
9:30	4	0	0	0	0	4	21:30	5	0	0	0	0	5
9:45	3	1	0	0	0	4	21:45	5	0	0	0	0	5
10:00	7	0	0	0	0	7	22:00	4	0	0	0	0	4
10:15	2	0	0	0	0	2	22:15	12	0	0	0	0	12
10:30	2	0	0	0	0	2	22:30	4	0	0	0	0	4
10:45	3	0	0	0	0	3	22:45	5	0	0	0	0	5
11:00	1	0	0	0	0	1	23:00	4	0	0	0	0	4
11:15	7	0	0	0	0	7	23:15	1	0	0	0	0	1
11:30	4	1	0	0	0	5	23:30	1	0	0	0	0	1
11:45	3	0	0	0	0	3	23:45	0	0	0	0	0	0
TOTAL	101	2	1	0	0	104	TOTAL	312	3	1	0	0	316

AM PEAK HOUR	8:00 AM
AM PEAK VOLUME	22

AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	45

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	413	5	2	0	0	420
% OF TOTAL	98.3%	1.2%	0.5%	0.0%	0.0%	100.0%
AM PEAK	22	0	0	0	0	22
PM PEAK	32	0	0	0	0	32

A13123

Study Site 9 - Summit Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS92 DWY west of Hathaway.

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	3	0	1	0	0	4
0:15	0	0	0	0	0	0	12:15	9	0	0	0	0	9
0:30	1	0	0	0	0	1	12:30	9	0	0	0	0	9
0:45	0	0	0	0	0	0	12:45	3	0	0	0	0	3
1:00	0	0	0	0	0	0	13:00	6	0	0	0	0	6
1:15	0	0	0	0	0	0	13:15	3	1	0	0	0	4
1:30	0	0	0	0	0	0	13:30	9	0	0	0	0	9
1:45	0	0	0	0	0	0	13:45	3	0	0	0	0	3
2:00	0	0	0	0	0	0	14:00	8	1	0	0	0	9
2:15	1	0	0	0	0	1	14:15	7	0	0	0	0	7
2:30	1	0	0	0	0	1	14:30	9	0	0	0	0	9
2:45	0	0	0	0	0	0	14:45	1	0	0	0	0	1
3:00	0	0	0	0	0	0	15:00	6	0	0	0	0	6
3:15	1	0	0	0	0	1	15:15	8	0	0	0	0	8
3:30	3	0	0	0	0	3	15:30	10	0	0	0	0	10
3:45	0	0	0	0	0	0	15:45	9	1	0	0	0	10
4:00	2	0	0	0	0	2	16:00	8	0	0	0	0	8
4:15	0	0	0	0	0	0	16:15	4	0	0	0	0	4
4:30	1	0	0	0	0	1	16:30	6	0	0	0	0	6
4:45	0	0	0	0	0	0	16:45	2	0	0	0	0	2
5:00	2	0	0	0	0	2	17:00	4	1	0	0	0	5
5:15	1	0	0	0	0	1	17:15	8	0	0	0	0	8
5:30	2	0	0	0	0	2	17:30	9	0	0	0	0	9
5:45	10	0	0	0	0	10	17:45	6	0	0	0	0	6
6:00	2	0	0	0	0	2	18:00	3	0	0	0	0	3
6:15	7	0	0	0	0	7	18:15	5	0	0	0	0	5
6:30	0	0	0	0	0	0	18:30	4	0	0	0	0	4
6:45	4	0	1	0	0	5	18:45	3	0	0	0	0	3
7:00	3	0	0	0	0	3	19:00	5	0	0	0	0	5
7:15	4	0	0	0	0	4	19:15	4	1	0	0	0	5
7:30	3	0	0	0	0	3	19:30	4	0	0	0	0	4
7:45	8	0	0	0	0	8	19:45	2	0	0	0	0	2
8:00	9	0	0	0	0	9	20:00	5	0	0	0	0	5
8:15	9	0	0	0	0	9	20:15	3	0	0	0	0	3
8:30	3	0	0	0	0	3	20:30	2	0	0	0	0	2
8:45	8	0	0	0	0	8	20:45	2	0	0	0	0	2
9:00	8	0	0	0	0	8	21:00	4	0	0	0	0	4
9:15	4	0	0	0	0	4	21:15	1	0	0	0	0	1
9:30	7	0	0	0	0	7	21:30	5	0	0	0	0	5
9:45	1	0	0	0	0	1	21:45	5	0	0	0	0	5
10:00	4	0	0	0	0	4	22:00	3	0	0	0	0	3
10:15	3	0	0	0	0	3	22:15	1	0	0	0	0	1
10:30	2	0	0	0	0	2	22:30	1	0	0	0	0	1
10:45	2	0	0	0	0	2	22:45	4	0	0	0	0	4
11:00	5	0	0	0	0	5	23:00	0	0	0	0	0	0
11:15	4	0	0	0	0	4	23:15	1	0	0	0	0	1
11:30	3	0	0	0	0	3	23:30	0	0	0	0	0	0
11:45	6	0	0	0	0	6	23:45	2	0	0	0	0	2
TOTAL	134	0	1	0	0	135	**TOTAL**	219	5	1	0	0	225

AM PEAK HOUR	8:00 AM
AM PEAK VOLUME	29

AM PEAK HOUR	3:15 PM
AM PEAK VOLUME	36

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	353	5	2	0	0	360
% OF TOTAL	98.1%	1.4%	0.6%	0.0%	0.0%	100.0%
AM PEAK	29	0	0	0	0	29
PM PEAK	27	1	0	0	0	28

A021323

Study Site 9 - Summit Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS93 DWY north of George.

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	12	0	1	0	0	13
0:15	2	0	0	0	0	2	12:15	10	1	0	0	0	11
0:30	0	0	0	0	0	0	12:30	9	0	0	0	0	9
0:45	0	0	0	0	0	0	12:45	12	0	0	0	0	12
1:00	1	0	0	0	0	1	13:00	21	0	0	0	0	21
1:15	1	0	0	0	0	1	13:15	10	1	0	0	0	11
1:30	0	0	0	0	0	0	13:30	8	0	0	0	0	8
1:45	0	0	0	0	0	0	13:45	13	0	0	0	0	13
2:00	3	0	0	0	0	3	14:00	13	0	0	0	0	13
2:15	1	1	0	0	0	2	14:15	8	0	0	0	0	8
2:30	1	0	0	0	0	1	14:30	18	0	0	0	0	18
2:45	0	0	0	0	0	0	14:45	9	0	0	0	0	9
3:00	2	0	0	0	0	2	15:00	9	0	0	0	0	9
3:15	1	0	0	0	0	1	15:15	24	0	0	0	0	24
3:30	0	0	0	0	0	0	15:30	19	1	0	0	0	20
3:45	0	0	0	0	0	0	15:45	19	0	0	0	0	19
4:00	1	0	0	0	0	1	16:00	13	0	0	0	0	13
4:15	0	0	0	0	0	0	16:15	8	0	0	0	0	8
4:30	0	0	0	0	0	0	16:30	22	0	0	0	0	22
4:45	0	0	0	0	0	0	16:45	13	0	0	0	0	13
5:00	3	0	0	0	0	3	17:00	15	1	0	0	0	16
5:15	4	0	0	0	0	4	17:15	12	0	0	0	0	12
5:30	0	0	0	0	0	0	17:30	15	0	0	0	0	15
5:45	1	0	0	0	0	1	17:45	18	0	0	0	0	18
6:00	3	0	0	0	0	3	18:00	23	0	0	0	0	23
6:15	3	0	0	0	0	3	18:15	12	0	0	0	0	12
6:30	2	0	0	0	0	2	18:30	10	0	0	0	0	10
6:45	2	0	0	0	0	2	18:45	12	0	0	0	0	12
7:00	1	0	0	0	0	1	19:00	16	0	0	0	0	16
7:15	6	0	0	0	0	6	19:15	13	0	0	0	0	13
7:30	15	0	0	0	0	15	19:30	7	0	0	0	0	7
7:45	7	0	0	0	0	7	19:45	7	0	0	0	0	7
8:00	11	0	0	0	0	11	20:00	14	0	0	0	0	14
8:15	13	0	0	0	0	13	20:15	7	0	0	0	0	7
8:30	16	0	0	0	0	16	20:30	8	0	0	0	0	8
8:45	15	0	0	0	0	15	20:45	10	0	0	0	0	10
9:00	10	0	0	0	0	10	21:00	10	0	0	0	0	10
9:15	8	0	0	0	0	8	21:15	6	0	0	0	0	6
9:30	12	0	0	0	0	12	21:30	2	0	0	0	0	2
9:45	5	0	0	0	0	5	21:45	6	0	0	0	0	6
10:00	4	0	0	0	0	4	22:00	7	0	0	0	0	7
10:15	5	0	0	0	0	5	22:15	5	0	0	0	0	5
10:30	2	0	0	0	0	2	22:30	2	0	0	0	0	2
10:45	17	0	0	0	0	17	22:45	5	0	0	0	0	5
11:00	5	0	0	0	0	5	23:00	9	0	0	0	0	9
11:15	11	1	0	0	0	12	23:15	1	0	0	0	0	1
11:30	12	0	0	0	0	12	23:30	1	0	0	0	0	1
11:45	5	0	0	0	0	5	23:45	4	0	0	0	0	4
TOTAL	213	2	0	0	0	215	TOTAL	527	4	1	0	0	532

AM PEAK HOUR	8:00 AM	AM PEAK HOUR	3:15 PM
AM PEAK VOLUME	55	AM PEAK VOLUME	76

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	740	6	1	0	0	747
% OF TOTAL	99.1%	0.8%	0.1%	0.0%	0.0%	100.0%
AM PEAK	55	0	0	0	0	55
PM PEAK	62	1	0	0	0	63

A13123

Study Site 9 - Summit Ridge Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS93 DWY north of George.

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	9	0	0	0	0	9
0:15	1	0	0	0	0	1	12:15	12	0	0	0	0	12
0:30	0	0	0	0	0	0	12:30	12	1	1	0	0	14
0:45	3	0	0	0	0	3	12:45	20	0	0	0	0	20
1:00	0	0	0	0	0	0	13:00	16	0	0	0	0	16
1:15	0	0	0	0	0	0	13:15	14	0	0	0	0	14
1:30	0	0	0	0	0	0	13:30	17	0	0	0	0	17
1:45	0	0	0	0	0	0	13:45	9	1	0	0	0	10
2:00	1	0	0	0	0	1	14:00	18	0	0	0	0	18
2:15	1	0	0	0	0	1	14:15	11	0	0	0	0	11
2:30	1	1	0	0	0	2	14:30	10	0	0	0	0	10
2:45	1	0	0	0	0	1	14:45	14	0	0	0	0	14
3:00	0	0	0	0	0	0	15:00	19	0	0	0	0	19
3:15	0	0	0	0	0	0	15:15	15	0	0	0	0	15
3:30	0	0	0	0	0	0	15:30	11	0	0	0	0	11
3:45	0	0	0	0	0	0	15:45	9	0	0	0	0	9
4:00	0	0	0	0	0	0	16:00	17	0	0	0	0	17
4:15	1	0	0	0	0	1	16:15	9	0	0	0	0	9
4:30	3	0	0	0	0	3	16:30	8	0	0	0	0	8
4:45	1	0	0	0	0	1	16:45	13	0	0	0	0	13
5:00	5	0	0	0	0	5	17:00	5	0	0	0	0	5
5:15	1	0	0	0	0	1	17:15	20	0	0	0	0	20
5:30	6	0	0	0	0	6	17:30	13	0	0	0	0	13
5:45	2	0	0	0	0	2	17:45	13	0	0	0	0	13
6:00	4	0	0	0	0	4	18:00	12	0	0	0	0	12
6:15	6	0	0	0	0	6	18:15	10	0	0	0	0	10
6:30	6	0	0	0	0	6	18:30	11	0	0	0	0	11
6:45	7	0	0	0	0	7	18:45	12	0	0	0	0	12
7:00	9	0	0	0	0	9	19:00	10	0	0	0	0	10
7:15	18	0	0	0	0	18	19:15	5	0	0	0	0	5
7:30	20	0	0	0	0	20	19:30	8	0	0	0	0	8
7:45	31	0	0	0	0	31	19:45	11	0	0	0	0	11
8:00	25	0	0	0	0	25	20:00	7	0	0	0	0	7
8:15	16	0	0	0	0	16	20:15	10	0	0	0	0	10
8:30	15	0	0	0	0	15	20:30	9	0	0	0	0	9
8:45	14	0	0	0	0	14	20:45	7	0	0	0	0	7
9:00	10	0	0	0	0	10	21:00	5	0	0	0	0	5
9:15	15	0	0	0	0	15	21:15	4	0	0	0	0	4
9:30	11	0	0	0	0	11	21:30	6	0	0	0	0	6
9:45	9	0	0	0	0	9	21:45	2	0	0	0	0	2
10:00	9	1	0	0	0	10	22:00	5	0	0	0	0	5
10:15	10	0	0	0	0	10	22:15	4	0	0	0	0	4
10:30	7	0	0	0	0	7	22:30	4	0	0	0	0	4
10:45	12	0	0	0	0	12	22:45	3	0	0	0	0	3
11:00	11	0	0	0	0	11	23:00	6	0	0	0	0	6
11:15	8	1	0	0	0	9	23:15	0	0	0	0	0	0
11:30	9	0	0	0	0	9	23:30	0	0	0	0	0	0
11:45	19	1	0	0	0	20	23:45	3	0	0	0	0	3
TOTAL	329	4	0	0	0	333	TOTAL	468	2	1	0	0	471

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	94

AM PEAK HOUR	12:45 PM
AM PEAK VOLUME	67

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	
TOTAL: AM+PM	797	6	1	0	0	804
% OF TOTAL	99.1%	0.7%	0.1%	0.0%	0.0%	100.0%
AM PEAK	94	0	0	0	0	94
PM PEAK	51	0	0	0	0	51

A021323

Study Site 10 - Riverdale Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS87 Dwy north of Thornton.

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	3	0	0	0	0	3
0:15	0	0	0	0	0	0	12:15	2	1	0	0	0	3
0:30	3	0	0	0	0	3	12:30	3	1	0	0	0	4
0:45	2	0	0	0	0	2	12:45	2	0	0	0	0	2
1:00	1	0	0	0	0	1	13:00	3	0	0	0	0	3
1:15	0	0	0	0	0	0	13:15	4	0	0	0	0	4
1:30	0	0	0	0	0	0	13:30	3	0	0	0	0	3
1:45	0	0	0	0	0	0	13:45	3	0	0	0	0	3
2:00	0	0	0	0	0	0	14:00	5	0	0	0	0	5
2:15	0	0	0	0	0	0	14:15	8	0	0	0	0	8
2:30	0	0	0	0	0	0	14:30	6	0	0	0	0	6
2:45	2	0	0	0	0	2	14:45	2	0	0	0	0	2
3:00	1	0	0	0	0	1	15:00	5	0	0	0	0	5
3:15	0	0	0	0	0	0	15:15	5	0	0	0	0	5
3:30	0	0	0	0	0	0	15:30	9	0	0	0	0	9
3:45	0	0	0	0	0	0	15:45	3	0	0	0	0	3
4:00	0	0	0	0	0	0	16:00	9	0	0	0	0	9
4:15	0	0	0	0	0	0	16:15	9	0	0	0	0	9
4:30	0	0	0	0	0	0	16:30	5	0	0	0	0	5
4:45	2	0	0	0	0	2	16:45	7	0	0	0	0	7
5:00	0	0	0	0	0	0	17:00	6	0	0	0	0	6
5:15	0	0	0	0	0	0	17:15	2	0	0	0	0	2
5:30	1	0	0	0	0	1	17:30	9	0	0	0	0	9
5:45	0	0	0	0	0	0	17:45	9	0	0	0	0	9
6:00	0	0	0	0	0	0	18:00	12	0	0	0	0	12
6:15	0	0	0	0	0	0	18:15	5	0	0	0	0	5
6:30	1	0	0	0	0	1	18:30	9	0	0	0	0	9
6:45	3	0	0	0	0	3	18:45	5	0	0	0	0	5
7:00	1	0	0	0	0	1	19:00	5	0	0	0	0	5
7:15	10	0	0	0	0	10	19:15	3	0	0	0	0	3
7:30	2	0	0	0	0	2	19:30	8	0	0	0	0	8
7:45	1	0	0	0	0	1	19:45	3	0	0	0	0	3
8:00	3	0	0	0	0	3	20:00	7	0	0	0	0	7
8:15	4	0	0	0	0	4	20:15	5	0	0	0	0	5
8:30	5	0	0	0	0	5	20:30	8	0	0	0	0	8
8:45	2	1	0	0	0	3	20:45	2	0	0	0	0	2
9:00	10	0	0	0	0	10	21:00	1	0	0	0	0	1
9:15	1	0	0	0	0	1	21:15	3	0	0	0	0	3
9:30	3	0	0	0	0	3	21:30	2	0	0	0	0	2
9:45	7	0	0	0	0	7	21:45	2	0	0	0	0	2
10:00	2	0	0	0	0	2	22:00	7	0	0	0	0	7
10:15	0	0	0	0	0	0	22:15	3	0	0	0	0	3
10:30	1	0	0	0	0	1	22:30	1	0	0	0	0	1
10:45	4	1	0	0	0	5	22:45	3	0	0	0	0	3
11:00	5	0	0	0	0	5	23:00	1	0	0	0	0	1
11:15	3	0	0	0	0	3	23:15	5	0	0	0	0	5
11:30	4	1	0	0	0	5	23:30	1	0	0	0	0	1
11:45	5	0	0	0	0	5	23:45	1	0	0	0	0	1
TOTAL	89	3	0	0	0	92	TOTAL	224	2	0	0	0	226

AM PEAK HOUR	8:15 AM
AM PEAK VOLUME	22

AM PEAK HOUR	5:45 PM
AM PEAK VOLUME	35

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	313	5	0	0	0	318
% OF TOTAL	98.4%	1.6%	0.0%	0.0%	0.0%	100.0%
AM PEAK	16	0	0	0	0	16
PM PEAK	30	0	0	0	0	30

A13123

Study Site 10 - Riverdale Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS87 Dwy north of Thornton.

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	3	0	0	0	0	3
0:15	0	0	0	0	0	0	12:15	6	0	0	0	0	6
0:30	2	0	0	0	0	2	12:30	0	1	0	0	0	1
0:45	1	0	0	0	0	1	12:45	5	0	0	0	0	5
1:00	1	0	0	0	0	1	13:00	3	0	0	0	0	3
1:15	0	0	0	0	0	0	13:15	5	0	0	0	0	5
1:30	1	0	0	0	0	1	13:30	1	0	0	0	0	1
1:45	1	0	0	0	0	1	13:45	5	0	0	0	0	5
2:00	0	0	0	0	0	0	14:00	5	0	0	0	0	5
2:15	0	0	0	0	0	0	14:15	6	0	0	0	0	6
2:30	0	0	0	0	0	0	14:30	7	0	0	0	0	7
2:45	1	0	0	0	0	1	14:45	4	0	0	0	0	4
3:00	0	0	0	0	0	0	15:00	6	0	0	0	0	6
3:15	0	0	0	0	0	0	15:15	2	0	0	0	0	2
3:30	1	0	0	0	0	1	15:30	11	0	0	0	0	11
3:45	0	0	0	0	0	0	15:45	3	0	0	0	0	3
4:00	1	0	0	0	0	1	16:00	5	0	0	0	0	5
4:15	1	0	0	0	0	1	16:15	12	0	0	0	0	12
4:30	0	0	0	0	0	0	16:30	5	0	0	0	0	5
4:45	0	0	0	0	0	0	16:45	7	0	0	0	0	7
5:00	1	0	0	0	0	1	17:00	5	0	0	0	0	5
5:15	0	0	0	0	0	0	17:15	6	0	0	0	0	6
5:30	1	0	0	0	0	1	17:30	1	0	0	0	0	1
5:45	1	0	0	0	0	1	17:45	4	0	0	0	0	4
6:00	1	0	0	0	0	1	18:00	7	0	0	0	0	7
6:15	3	0	0	0	0	3	18:15	7	0	0	0	0	7
6:30	6	0	0	0	0	6	18:30	7	0	0	0	0	7
6:45	3	0	0	0	0	3	18:45	4	0	0	0	0	4
7:00	13	0	0	0	0	13	19:00	5	0	0	0	0	5
7:15	14	0	0	0	0	14	19:15	2	0	0	0	0	2
7:30	3	0	0	0	0	3	19:30	4	0	0	0	0	4
7:45	7	0	0	0	0	7	19:45	4	0	0	0	0	4
8:00	6	0	0	0	0	6	20:00	5	0	0	0	0	5
8:15	3	0	0	0	0	3	20:15	4	0	0	0	0	4
8:30	11	0	0	0	0	11	20:30	4	0	0	0	0	4
8:45	5	1	0	0	0	6	20:45	1	0	0	0	0	1
9:00	6	0	0	0	0	6	21:00	2	0	0	0	0	2
9:15	1	0	0	0	0	1	21:15	0	0	0	0	0	0
9:30	4	0	0	0	0	4	21:30	2	0	0	0	0	2
9:45	6	0	0	0	0	6	21:45	0	0	0	0	0	0
10:00	4	0	0	0	0	4	22:00	5	0	0	0	0	5
10:15	0	0	0	0	0	0	22:15	3	0	0	0	0	3
10:30	2	0	0	0	0	2	22:30	1	0	0	0	0	1
10:45	1	0	0	0	0	1	22:45	3	0	0	0	0	3
11:00	3	0	0	0	0	3	23:00	1	0	0	0	0	1
11:15	4	0	0	0	0	4	23:15	5	0	0	0	0	5
11:30	5	0	0	0	0	5	23:30	1	0	0	0	0	1
11:45	4	1	0	0	0	5	23:45	0	0	0	0	0	0
TOTAL	128	2	0	0	0	130	TOTAL	194	1	0	0	0	195

AM PEAK HOUR	7:00 AM
AM PEAK VOLUME	37

AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	31

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	322	3	0	0	0	325
% OF TOTAL	99.1%	0.9%	0.0%	0.0%	0.0%	100.0%
AM PEAK	37	0	0	0	0	37
PM PEAK	29	0	0	0	0	29

A021323

Study Site 10 - Riverdale Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS88 Southern Dwy east of Cawston.

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	6	0	0	0	0	6
0:15	2	0	0	0	0	2	12:15	12	0	0	0	0	12
0:30	3	0	0	0	0	3	12:30	9	0	0	0	0	9
0:45	1	0	0	0	0	1	12:45	3	0	0	0	0	3
1:00	1	0	0	0	0	1	13:00	4	0	0	0	0	4
1:15	2	0	0	0	0	2	13:15	13	0	0	0	0	13
1:30	0	0	0	0	0	0	13:30	11	0	0	0	0	11
1:45	3	0	0	0	0	3	13:45	3	0	0	0	0	3
2:00	0	0	0	0	0	0	14:00	4	0	0	0	0	4
2:15	1	0	0	0	0	1	14:15	11	0	0	0	0	11
2:30	0	0	0	0	0	0	14:30	8	0	0	0	0	8
2:45	1	0	0	0	0	1	14:45	11	0	0	0	0	11
3:00	0	0	0	0	0	0	15:00	14	0	0	0	0	14
3:15	1	0	0	0	0	1	15:15	6	0	0	0	0	6
3:30	0	0	0	0	0	0	15:30	9	0	0	0	0	9
3:45	0	0	0	0	0	0	15:45	12	0	0	0	0	12
4:00	0	0	0	0	0	0	16:00	7	0	0	0	0	7
4:15	0	0	0	0	0	0	16:15	13	0	0	0	0	13
4:30	1	0	0	0	0	1	16:30	6	0	0	0	0	6
4:45	0	0	0	0	0	0	16:45	16	0	0	0	0	16
5:00	5	0	0	0	0	5	17:00	16	0	0	0	0	16
5:15	2	0	0	0	0	2	17:15	7	0	0	0	0	7
5:30	3	0	0	0	0	3	17:30	13	0	0	0	0	13
5:45	2	0	0	0	0	2	17:45	10	0	0	0	0	10
6:00	1	0	0	0	0	1	18:00	6	0	0	0	0	6
6:15	0	0	0	0	0	0	18:15	10	0	0	0	0	10
6:30	3	0	0	0	0	3	18:30	10	0	0	0	0	10
6:45	4	0	0	0	0	4	18:45	10	0	0	0	0	10
7:00	12	0	0	0	0	12	19:00	10	0	0	0	0	10
7:15	11	0	0	0	0	11	19:15	7	0	0	0	0	7
7:30	10	0	0	0	0	10	19:30	8	0	0	0	0	8
7:45	5	0	0	0	0	5	19:45	4	0	0	0	0	4
8:00	6	0	0	0	0	6	20:00	4	0	0	0	0	4
8:15	2	0	0	0	0	2	20:15	3	0	0	0	0	3
8:30	9	0	0	0	0	9	20:30	4	0	0	0	0	4
8:45	9	0	0	0	0	9	20:45	2	0	0	0	0	2
9:00	3	0	0	0	0	3	21:00	4	0	0	0	0	4
9:15	3	0	0	0	0	3	21:15	6	0	0	0	0	6
9:30	4	0	0	0	0	4	21:30	6	0	0	0	0	6
9:45	2	0	0	0	0	2	21:45	2	0	0	0	0	2
10:00	3	0	0	0	0	3	22:00	4	0	0	0	0	4
10:15	2	0	0	0	0	2	22:15	5	0	0	0	0	5
10:30	5	1	0	0	0	6	22:30	5	0	0	0	0	5
10:45	4	0	0	0	0	4	22:45	3	0	0	0	0	3
11:00	6	0	0	0	0	6	23:00	0	0	0	0	0	0
11:15	5	0	0	0	0	5	23:15	1	0	0	0	0	1
11:30	6	0	0	0	0	6	23:30	1	0	0	0	0	1
11:45	1	1	0	0	0	2	23:45	1	0	0	0	0	1
TOTAL	145	2	0	0	0	147	TOTAL	340	0	0	0	0	340

AM PEAK HOUR	7:00 AM
AM PEAK VOLUME	38

AM PEAK HOUR	4:45 PM
AM PEAK VOLUME	52

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	TOTAL
TOTAL: AM+PM	485	2	0	0	0	487
% OF TOTAL	99.6%	0.4%	0.0%	0.0%	0.0%	100.0%
AM PEAK	38	0	0	0	0	38
PM PEAK	52	0	0	0	0	52

A13123

Study Site 10 - Riverdale Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS88 Southern Dwy east of Cawston.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	1	0	0	0	0	1	12:00	4	0	0	0	0	4
0:15	1	0	0	0	0	1	12:15	8	0	0	0	0	8
0:30	2	0	0	0	0	2	12:30	7	2	0	0	0	9
0:45	2	0	0	0	0	2	12:45	7	0	0	0	0	7
1:00	0	0	0	0	0	0	13:00	8	0	0	0	0	8
1:15	1	0	0	0	0	1	13:15	9	0	0	0	0	9
1:30	0	0	0	0	0	0	13:30	13	0	0	0	0	13
1:45	0	0	0	0	0	0	13:45	7	0	0	0	0	7
2:00	0	0	0	0	0	0	14:00	14	0	0	0	0	14
2:15	0	0	0	0	0	0	14:15	13	0	0	0	0	13
2:30	0	0	0	0	0	0	14:30	4	0	0	0	0	4
2:45	0	0	0	0	0	0	14:45	6	0	0	0	0	6
3:00	0	0	0	0	0	0	15:00	6	0	0	0	0	6
3:15	0	0	0	0	0	0	15:15	8	0	0	0	0	8
3:30	0	0	0	0	0	0	15:30	9	0	0	0	0	9
3:45	3	0	0	0	0	3	15:45	11	0	0	0	0	11
4:00	1	0	0	0	0	1	16:00	8	0	0	0	0	8
4:15	1	0	0	0	0	1	16:15	6	0	0	0	0	6
4:30	0	0	0	0	0	0	16:30	4	0	0	0	0	4
4:45	0	0	0	0	0	0	16:45	7	0	0	0	0	7
5:00	2	0	0	0	0	2	17:00	12	0	0	0	0	12
5:15	1	0	0	0	0	1	17:15	6	0	0	0	0	6
5:30	2	0	0	0	0	2	17:30	11	0	0	0	0	11
5:45	1	0	0	0	0	1	17:45	6	0	0	0	0	6
6:00	6	0	0	0	0	6	18:00	3	0	0	0	0	3
6:15	3	0	0	0	0	3	18:15	3	0	0	0	0	3
6:30	3	0	0	0	0	3	18:30	8	0	0	0	0	8
6:45	14	0	0	0	0	14	18:45	8	0	0	0	0	8
7:00	20	0	0	0	0	20	19:00	4	0	0	0	0	4
7:15	18	0	0	0	0	18	19:15	4	0	0	0	0	4
7:30	26	0	0	0	0	26	19:30	4	0	0	0	0	4
7:45	11	0	0	0	0	11	19:45	3	0	0	0	0	3
8:00	6	0	0	0	0	6	20:00	5	0	0	0	0	5
8:15	5	0	0	0	0	5	20:15	5	0	0	0	0	5
8:30	8	0	0	0	0	8	20:30	5	0	0	0	0	5
8:45	8	0	0	0	0	8	20:45	3	0	0	0	0	3
9:00	5	0	0	0	0	5	21:00	5	0	0	0	0	5
9:15	2	0	0	0	0	2	21:15	5	0	0	0	0	5
9:30	5	0	0	0	0	5	21:30	4	0	0	0	0	4
9:45	6	0	0	0	0	6	21:45	2	0	0	0	0	2
10:00	5	0	0	0	0	5	22:00	1	0	0	0	0	1
10:15	0	0	0	0	0	0	22:15	2	0	0	0	0	2
10:30	3	0	0	0	0	3	22:30	4	0	0	0	0	4
10:45	7	1	0	0	0	8	22:45	1	0	0	0	0	1
11:00	8	1	0	0	0	9	23:00	0	0	0	0	0	0
11:15	5	0	0	0	0	5	23:15	7	0	0	0	0	7
11:30	4	0	0	0	0	4	23:30	1	0	0	0	0	1
11:45	5	1	0	0	0	6	23:45	1	0	0	0	0	1
TOTAL	201	3	0	0	0	204	TOTAL	282	2	0	0	0	284

AM PEAK HOUR	6:45 AM
AM PEAK VOLUME	78

AM PEAK HOUR	1:30 PM
AM PEAK VOLUME	47

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	483	5	0	0	0	488
% OF TOTAL	99.0%	1.0%	0.0%	0.0%	0.0%	100.0%
AM PEAK	75	0	0	0	0	75
PM PEAK	36	0	0	0	0	36

A021323

Study Site 10 - Riverdale Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS89 Northern Dwy east of Cawston.

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	4	0	0	0	0	4
0:15	0	0	0	0	0	0	12:15	3	0	0	0	0	3
0:30	0	0	0	0	0	0	12:30	3	0	0	0	0	3
0:45	1	0	0	0	0	1	12:45	1	0	0	0	0	1
1:00	0	0	0	0	0	0	13:00	5	0	0	0	0	5
1:15	0	0	0	0	0	0	13:15	1	0	0	0	0	1
1:30	1	0	0	0	0	1	13:30	4	0	0	0	0	4
1:45	0	0	0	0	0	0	13:45	4	0	0	0	0	4
2:00	1	0	0	0	0	1	14:00	7	1	0	0	0	8
2:15	0	0	0	0	0	0	14:15	5	0	0	0	0	5
2:30	0	0	0	0	0	0	14:30	4	0	0	0	0	4
2:45	0	0	0	0	0	0	14:45	4	0	0	0	0	4
3:00	0	0	0	0	0	0	15:00	4	0	0	0	0	4
3:15	0	0	0	0	0	0	15:15	5	0	1	0	0	6
3:30	0	0	0	0	0	0	15:30	3	0	0	0	0	3
3:45	0	0	0	0	0	0	15:45	2	0	0	0	0	2
4:00	2	0	0	0	0	2	16:00	7	0	0	0	0	7
4:15	5	0	0	0	0	5	16:15	6	0	0	0	0	6
4:30	0	0	0	0	0	0	16:30	8	0	0	0	0	8
4:45	0	0	0	0	0	0	16:45	10	0	0	0	0	10
5:00	0	0	0	0	0	0	17:00	8	0	0	0	0	8
5:15	0	0	0	0	0	0	17:15	4	0	0	0	0	4
5:30	0	0	0	0	0	0	17:30	3	0	0	0	0	3
5:45	1	0	0	0	0	1	17:45	4	0	0	0	0	4
6:00	1	0	0	0	0	1	18:00	5	0	0	0	0	5
6:15	2	0	0	0	0	2	18:15	6	0	0	0	0	6
6:30	1	0	0	0	0	1	18:30	8	0	0	0	0	8
6:45	0	0	0	0	0	0	18:45	4	0	0	0	0	4
7:00	2	0	0	0	0	2	19:00	5	0	0	0	0	5
7:15	1	0	0	0	0	1	19:15	4	0	0	0	0	4
7:30	5	0	0	0	0	5	19:30	4	0	0	0	0	4
7:45	2	0	0	0	0	2	19:45	5	0	0	0	0	5
8:00	0	0	0	0	0	0	20:00	3	0	0	0	0	3
8:15	1	0	0	0	0	1	20:15	7	0	0	0	0	7
8:30	3	0	0	0	0	3	20:30	4	0	0	0	0	4
8:45	5	0	0	0	0	5	20:45	12	0	0	0	0	12
9:00	5	1	0	0	0	6	21:00	4	0	0	0	0	4
9:15	3	0	0	0	0	3	21:15	5	0	0	0	0	5
9:30	1	0	0	0	0	1	21:30	4	0	0	0	0	4
9:45	5	0	0	0	0	5	21:45	6	0	0	0	0	6
10:00	3	0	0	0	0	3	22:00	2	0	0	0	0	2
10:15	2	0	0	0	0	2	22:15	4	0	0	0	0	4
10:30	2	0	0	0	0	2	22:30	3	0	0	0	0	3
10:45	4	0	0	0	0	4	22:45	3	0	0	0	0	3
11:00	5	0	0	0	0	5	23:00	6	0	0	0	0	6
11:15	1	0	0	0	0	1	23:15	7	0	0	0	0	7
11:30	3	0	0	0	0	3	23:30	6	0	0	0	0	6
11:45	3	1	0	0	0	4	23:45	5	0	0	0	0	5
TOTAL	73	2	0	0	0	75	TOTAL	231	1	1	0	0	233

AM PEAK HOUR	8:30 AM
AM PEAK VOLUME	17

AM PEAK HOUR	4:15 PM
AM PEAK VOLUME	32

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	
TOTAL: AM+PM	304	3	1	0	0	308
% OF TOTAL	98.7%	1.0%	0.3%	0.0%	0.0%	100.0%
AM PEAK	10	0	0	0	0	10
PM PEAK	32	0	0	0	0	32

A13123

Study Site 10 - Riverdale Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS89 Northern Dwy east of Cawston.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	0	0	0	0	0	0	12:00	6	0	0	0	0	6
0:15	0	0	0	0	0	0	12:15	9	0	0	0	0	9
0:30	3	0	0	0	0	3	12:30	6	0	0	0	0	6
0:45	1	0	0	0	0	1	12:45	4	0	0	0	0	4
1:00	0	0	0	0	0	0	13:00	5	0	0	0	0	5
1:15	0	0	0	0	0	0	13:15	4	0	0	0	0	4
1:30	0	0	0	0	0	0	13:30	5	0	0	0	0	5
1:45	0	0	0	0	0	0	13:45	4	0	0	0	0	4
2:00	0	0	0	0	0	0	14:00	3	0	0	0	0	3
2:15	0	0	0	0	0	0	14:15	8	0	0	0	0	8
2:30	0	0	0	0	0	0	14:30	6	0	0	0	0	6
2:45	2	0	0	0	0	2	14:45	5	0	0	0	0	5
3:00	1	0	0	0	0	1	15:00	6	0	0	0	0	6
3:15	0	0	0	0	0	0	15:15	9	0	0	0	0	9
3:30	3	0	0	0	0	3	15:30	5	0	1	0	0	6
3:45	0	0	0	0	0	0	15:45	7	0	0	0	0	7
4:00	0	0	0	0	0	0	16:00	2	0	0	0	0	2
4:15	4	0	0	0	0	4	16:15	6	0	0	0	0	6
4:30	0	0	0	0	0	0	16:30	6	0	0	0	0	6
4:45	1	0	0	0	0	1	16:45	5	0	0	0	0	5
5:00	0	0	0	0	0	0	17:00	6	0	0	0	0	6
5:15	0	0	0	0	0	0	17:15	3	0	0	0	0	3
5:30	2	0	0	0	0	2	17:30	4	0	0	0	0	4
5:45	2	0	0	0	0	2	17:45	3	0	0	0	0	3
6:00	5	0	0	0	0	5	18:00	6	0	0	0	0	6
6:15	3	0	0	0	0	3	18:15	5	0	0	0	0	5
6:30	2	0	0	0	0	2	18:30	3	0	0	0	0	3
6:45	5	0	0	0	0	5	18:45	3	0	0	0	0	3
7:00	7	0	0	0	0	7	19:00	6	0	0	0	0	6
7:15	7	0	0	0	0	7	19:15	2	0	0	0	0	2
7:30	5	0	0	0	0	5	19:30	2	0	0	0	0	2
7:45	2	0	0	0	0	2	19:45	3	0	0	0	0	3
8:00	4	0	0	0	0	4	20:00	3	0	0	0	0	3
8:15	3	0	0	0	0	3	20:15	1	0	0	0	0	1
8:30	6	0	0	0	0	6	20:30	1	0	0	0	0	1
8:45	4	0	0	0	0	4	20:45	2	0	0	0	0	2
9:00	2	0	0	0	0	2	21:00	1	0	0	0	0	1
9:15	2	0	0	0	0	2	21:15	5	0	0	0	0	5
9:30	3	0	0	0	0	3	21:30	2	0	0	0	0	2
9:45	8	0	0	0	0	8	21:45	2	0	0	0	0	2
10:00	1	0	0	0	0	1	22:00	1	0	0	0	0	1
10:15	3	0	0	0	0	3	22:15	1	0	0	0	0	1
10:30	2	0	0	0	0	2	22:30	3	0	0	0	0	3
10:45	3	0	0	0	0	3	22:45	2	0	0	0	0	2
11:00	2	0	0	0	0	2	23:00	1	0	0	0	0	1
11:15	2	0	0	0	0	2	23:15	0	0	0	0	0	0
11:30	3	0	0	0	0	3	23:30	1	0	0	0	0	1
11:45	1	1	0	0	0	2	23:45	0	0	0	0	0	0
TOTAL	104	1	0	0	0	105	TOTAL	183	0	1	0	0	184

AM PEAK HOUR	6:45 AM
AM PEAK VOLUME	24

AM PEAK HOUR	3:00 PM
AM PEAK VOLUME	28

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	287	1	1	0	0	289
% OF TOTAL	99.3%	0.3%	0.3%	0.0%	0.0%	100.0%
AM PEAK	21	0	0	0	0	21
PM PEAK	23	0	0	0	0	23

A021323

Study Site 11 - Parkridge Meadows Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS70 Dwy east of E Parkridge.

AM	IN						PM	IN					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	9	0	0	0	0	9
0:15	2	0	0	0	0	2	12:15	10	0	0	0	0	10
0:30	8	0	0	0	0	8	12:30	16	0	0	0	0	16
0:45	2	0	0	0	0	2	12:45	13	1	0	0	0	14
1:00	2	0	0	0	0	2	13:00	20	2	0	0	0	22
1:15	2	0	0	0	0	2	13:15	10	2	0	0	0	12
1:30	1	0	0	0	0	1	13:30	18	1	0	0	0	19
1:45	1	0	0	0	0	1	13:45	18	0	0	0	0	18
2:00	1	0	0	0	0	1	14:00	19	2	0	0	0	21
2:15	1	0	0	0	0	1	14:15	21	1	0	0	0	22
2:30	1	0	0	0	0	1	14:30	37	1	0	0	0	38
2:45	1	0	0	0	0	1	14:45	32	0	0	0	0	32
3:00	4	0	0	0	0	4	15:00	15	0	0	0	0	15
3:15	5	0	0	0	0	5	15:15	22	2	0	0	0	24
3:30	1	0	0	0	0	1	15:30	20	0	0	0	0	20
3:45	4	0	0	0	0	4	15:45	17	0	0	0	0	17
4:00	7	0	0	0	0	7	16:00	26	3	0	0	0	29
4:15	0	0	0	0	0	0	16:15	21	0	0	0	0	21
4:30	2	0	0	0	0	2	16:30	26	0	0	0	0	26
4:45	4	0	0	0	0	4	16:45	25	0	0	0	0	25
5:00	3	0	0	0	0	3	17:00	23	0	0	0	0	23
5:15	5	0	0	0	0	5	17:15	25	0	0	0	0	25
5:30	1	0	0	0	0	1	17:30	19	0	0	0	0	19
5:45	5	0	0	0	0	5	17:45	30	0	0	0	0	30
6:00	4	0	0	0	0	4	18:00	13	0	0	0	0	13
6:15	6	0	0	0	0	6	18:15	28	1	0	0	0	29
6:30	3	2	0	0	0	5	18:30	14	1	0	0	0	15
6:45	8	1	0	0	0	9	18:45	26	0	0	0	0	26
7:00	6	2	0	0	0	8	19:00	18	0	0	0	0	18
7:15	7	3	0	0	0	10	19:15	9	0	0	0	0	9
7:30	20	0	1	0	0	21	19:30	18	0	0	0	0	18
7:45	11	0	0	0	0	11	19:45	20	0	0	0	0	20
8:00	11	0	1	0	0	12	20:00	14	0	0	0	0	14
8:15	15	1	0	0	0	16	20:15	7	0	0	0	0	7
8:30	11	1	0	0	0	12	20:30	18	0	0	0	0	18
8:45	8	2	0	0	0	10	20:45	14	0	0	0	0	14
9:00	11	0	0	0	0	11	21:00	9	0	0	0	0	9
9:15	5	0	0	0	0	5	21:15	15	0	0	0	0	15
9:30	9	2	0	0	0	11	21:30	11	0	0	0	0	11
9:45	8	0	0	0	0	8	21:45	12	0	0	0	0	12
10:00	13	0	0	0	0	13	22:00	11	0	0	0	0	11
10:15	3	1	0	0	0	4	22:15	6	0	0	0	0	6
10:30	9	1	0	0	0	10	22:30	12	0	0	0	0	12
10:45	15	0	0	0	0	15	22:45	5	0	0	0	0	5
11:00	10	0	0	0	0	10	23:00	7	0	0	0	0	7
11:15	7	1	0	0	0	8	23:15	3	0	0	0	0	3
11:30	11	0	0	0	0	11	23:30	6	0	0	0	0	6
11:45	8	0	0	0	0	8	23:45	2	0	0	0	0	2
TOTAL	284	17	2	0	0	303	TOTAL	790	17	0	0	0	807

AM PEAK HOUR	7:30 AM
AM PEAK VOLUME	60

AM PEAK HOUR	2:00 PM
AM PEAK VOLUME	113

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	1,074	34	2	0	0	1,110
% OF TOTAL	96.8%	3.1%	0.2%	0.0%	0.0%	100.0%
AM PEAK	57	1	2	0	0	60
PM PEAK	98	3	0	0	0	101

A13123

Study Site 11 - Parkridge Meadows Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS70 Dwy east of E Parkridge.

AM TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 1	2	3	4	5	TOTAL
0:00	2	0	0	0	0	2	12:00	8	0	0	0	0	8
0:15	3	0	0	0	0	3	12:15	12	1	0	0	0	13
0:30	4	0	0	0	0	4	12:30	12	0	0	0	0	12
0:45	3	0	0	0	0	3	12:45	10	0	0	0	0	10
1:00	2	0	0	0	0	2	13:00	16	2	0	0	0	18
1:15	1	0	0	0	0	1	13:15	15	2	0	0	0	17
1:30	1	0	0	0	0	1	13:30	14	0	0	0	0	14
1:45	0	0	0	0	0	0	13:45	18	0	0	0	0	18
2:00	0	0	0	0	0	0	14:00	16	3	0	0	0	19
2:15	0	0	0	0	0	0	14:15	20	2	0	0	0	22
2:30	1	0	0	0	0	1	14:30	17	0	0	0	0	17
2:45	0	0	0	0	0	0	14:45	14	0	0	0	0	14
3:00	1	0	0	0	0	1	15:00	16	1	0	0	0	17
3:15	0	0	0	0	0	0	15:15	29	2	0	0	0	31
3:30	1	0	0	0	0	1	15:30	24	0	0	0	0	24
3:45	2	0	0	0	0	2	15:45	21	0	0	0	0	21
4:00	10	0	0	0	0	10	16:00	15	3	0	0	0	18
4:15	14	0	0	0	0	14	16:15	17	0	0	0	0	17
4:30	16	0	0	0	0	16	16:30	12	0	0	0	0	12
4:45	11	0	0	0	0	11	16:45	9	0	0	0	0	9
5:00	6	0	0	0	0	6	17:00	18	0	0	0	0	18
5:15	19	0	0	0	0	19	17:15	15	0	0	0	0	15
5:30	13	0	0	0	0	13	17:30	15	0	0	0	0	15
5:45	16	0	0	0	0	16	17:45	12	0	0	0	0	12
6:00	10	0	0	0	0	10	18:00	11	0	0	0	0	11
6:15	11	0	0	0	0	11	18:15	12	0	0	0	0	12
6:30	18	0	0	0	0	18	18:30	15	3	0	0	0	18
6:45	28	3	0	0	0	31	18:45	12	0	0	0	0	12
7:00	12	1	0	0	0	13	19:00	14	1	0	0	0	15
7:15	35	4	0	0	0	39	19:15	11	0	0	0	0	11
7:30	26	0	0	0	0	26	19:30	13	0	0	0	0	13
7:45	26	0	1	0	0	27	19:45	7	0	0	0	0	7
8:00	23	0	0	0	0	23	20:00	16	0	0	0	0	16
8:15	10	0	1	0	0	11	20:15	10	0	0	0	0	10
8:30	14	1	0	0	0	15	20:30	19	0	0	0	0	19
8:45	20	3	0	0	0	23	20:45	7	0	0	0	0	7
9:00	15	0	0	0	0	15	21:00	7	0	0	0	0	7
9:15	16	0	0	0	0	16	21:15	4	0	0	0	0	4
9:30	9	1	0	0	0	10	21:30	6	0	0	0	0	6
9:45	16	1	0	0	0	17	21:45	6	0	0	0	0	6
10:00	10	0	0	0	0	10	22:00	1	0	0	0	0	1
10:15	17	0	0	0	0	17	22:15	4	0	0	0	0	4
10:30	8	1	0	0	0	9	22:30	7	0	0	0	0	7
10:45	17	0	0	0	0	17	22:45	3	0	0	0	0	3
11:00	10	0	0	0	0	10	23:00	8	0	0	0	0	8
11:15	5	0	0	0	0	5	23:15	0	0	0	0	0	0
11:30	12	1	0	0	0	13	23:30	3	0	0	0	0	3
11:45	17	0	0	0	0	17	23:45	1	0	0	0	0	1
TOTAL	511	16	2	0	0	529	**TOTAL**	572	20	0	0	0	592

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	115

AM PEAK HOUR	3:15 PM
AM PEAK VOLUME	94

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

TOTAL: AM+PM	1,083	36	2	0	0	1,121
% OF TOTAL	96.6%	3.2%	0.2%	0.0%	0.0%	100.0%
AM PEAK	110	4	1	0	0	115
PM PEAK	60	0	0	0	0	60

A021323

Study Site 12 - Hunt Club Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS81 Dwy west of Goetz.

AM TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 1	2	3	4	5	TOTAL
0:00	11	0	0	0	0	11	12:00	29	1	0	0	0	30
0:15	7	0	0	0	0	7	12:15	34	0	0	0	0	34
0:30	9	0	0	0	0	9	12:30	28	0	0	0	0	28
0:45	6	0	0	0	0	6	12:45	32	1	0	0	0	33
1:00	3	0	0	0	0	3	13:00	20	2	0	0	0	22
1:15	6	0	0	0	0	6	13:15	40	2	0	0	0	42
1:30	3	0	0	0	0	3	13:30	37	0	0	0	0	37
1:45	7	0	0	0	0	7	13:45	29	0	0	0	0	29
2:00	2	0	0	0	0	2	14:00	28	0	0	0	0	28
2:15	5	0	0	0	0	5	14:15	48	1	0	0	0	49
2:30	5	0	0	0	0	5	14:30	45	0	0	0	0	45
2:45	8	0	0	0	0	8	14:45	33	1	0	0	0	34
3:00	5	0	0	0	0	5	15:00	33	1	0	0	0	34
3:15	2	0	0	0	0	2	15:15	51	0	0	0	0	51
3:30	2	0	0	0	0	2	15:30	48	0	1	0	0	49
3:45	8	0	0	0	0	8	15:45	62	0	0	0	0	62
4:00	0	0	0	0	0	0	16:00	56	1	0	0	0	57
4:15	3	0	0	0	0	3	16:15	42	0	0	0	0	42
4:30	1	0	0	0	0	1	16:30	49	0	0	0	0	49
4:45	10	0	0	0	0	10	16:45	39	0	0	0	0	39
5:00	5	0	0	0	0	5	17:00	59	0	0	0	0	59
5:15	8	0	0	0	0	8	17:15	43	0	0	0	0	43
5:30	6	0	0	0	0	6	17:30	40	0	0	0	0	40
5:45	5	0	0	0	0	5	17:45	50	1	0	0	0	51
6:00	6	0	0	0	0	6	18:00	38	1	0	0	0	39
6:15	3	0	0	0	0	3	18:15	33	0	0	0	0	33
6:30	8	0	0	0	0	8	18:30	44	0	0	0	0	44
6:45	9	0	0	0	0	9	18:45	35	1	0	0	0	36
7:00	9	0	0	0	0	9	19:00	33	0	0	0	0	33
7:15	14	0	0	0	0	14	19:15	29	0	0	0	0	29
7:30	15	0	0	0	0	15	19:30	27	0	0	0	0	27
7:45	34	0	0	0	0	34	19:45	20	1	0	0	0	21
8:00	44	1	0	0	0	45	20:00	29	0	0	0	0	29
8:15	47	2	1	0	0	50	20:15	25	0	0	0	0	25
8:30	23	0	0	0	0	23	20:30	33	0	0	0	0	33
8:45	37	0	0	0	0	37	20:45	29	0	0	0	0	29
9:00	14	0	0	0	0	14	21:00	29	0	0	0	0	29
9:15	13	0	0	0	0	13	21:15	21	0	0	0	0	21
9:30	16	0	0	0	0	16	21:30	32	0	0	0	0	32
9:45	10	1	0	0	0	11	21:45	10	0	0	0	0	10
10:00	11	1	0	0	0	12	22:00	15	0	0	0	0	15
10:15	16	2	0	0	0	18	22:15	18	0	0	0	0	18
10:30	19	0	0	0	0	19	22:30	21	0	0	0	0	21
10:45	20	0	0	0	0	20	22:45	19	0	0	0	0	19
11:00	14	1	1	0	0	16	23:00	11	0	0	0	0	11
11:15	20	0	0	0	0	20	23:15	21	0	0	0	0	21
11:30	17	0	0	0	0	17	23:30	10	0	0	0	0	10
11:45	19	0	0	0	0	19	23:45	14	0	0	0	0	14
TOTAL	565	8	2	0	0	575	TOTAL	1,571	14	1	0	0	1,586

AM PEAK HOUR	8:00 AM
AM PEAK VOLUME	155

AM PEAK HOUR	3:15 PM
AM PEAK VOLUME	219

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

	1	2	3	4	5	
TOTAL: AM+PM	2,136	22	3	0	0	2,161
% OF TOTAL	98.8%	1.0%	0.1%	0.0%	0.0%	100.0%
AM PEAK	151	3	1	0	0	155
PM PEAK	192	1	0	0	0	193

A13123

Study Site 12 - Hunt Club Apartments

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: THREE DAYS **CITY:** WRCOG

JOB #: SC3826 **LOCATION:** CLASS81 Dwy west of Goetz.

AM	OUT						PM	OUT					
TIME	1	2	3	4	5	TOTAL	Time	1	2	3	4	5	TOTAL
0:00	5	0	0	0	0	5	12:00	27	1	0	0	0	28
0:15	4	0	0	0	0	4	12:15	17	0	0	0	0	17
0:30	6	0	0	0	0	6	12:30	42	1	0	0	0	43
0:45	1	0	0	0	0	1	12:45	29	1	0	0	0	30
1:00	2	0	0	0	0	2	13:00	31	2	0	0	0	33
1:15	5	0	0	0	0	5	13:15	24	0	0	0	0	24
1:30	4	0	0	0	0	4	13:30	39	3	0	0	0	42
1:45	1	0	0	0	0	1	13:45	40	1	0	0	0	41
2:00	2	0	0	0	0	2	14:00	53	0	0	0	0	53
2:15	4	0	0	0	0	4	14:15	38	0	0	0	0	38
2:30	2	0	0	0	0	2	14:30	32	0	0	0	0	32
2:45	4	0	0	0	0	4	14:45	25	0	0	0	0	25
3:00	4	0	0	0	0	4	15:00	38	1	0	0	0	39
3:15	8	0	0	0	0	8	15:15	39	1	0	0	0	40
3:30	12	0	0	0	0	12	15:30	38	0	1	0	0	39
3:45	15	0	0	0	0	15	15:45	39	0	0	0	0	39
4:00	13	0	0	0	0	13	16:00	28	0	0	0	0	28
4:15	11	0	0	0	0	11	16:15	32	1	0	0	0	33
4:30	23	0	0	0	0	23	16:30	33	0	0	0	0	33
4:45	17	0	0	0	0	17	16:45	23	0	0	0	0	23
5:00	10	0	0	0	0	10	17:00	28	0	0	0	0	28
5:15	18	0	0	0	0	18	17:15	39	0	0	0	0	39
5:30	21	0	0	0	0	21	17:30	31	0	0	0	0	31
5:45	28	0	0	0	0	28	17:45	27	0	0	0	0	27
6:00	14	0	0	0	0	14	18:00	17	0	0	0	0	17
6:15	25	1	0	0	0	26	18:15	24	0	0	0	0	24
6:30	37	0	0	0	0	37	18:30	19	0	0	0	0	19
6:45	30	0	0	0	0	30	18:45	24	0	0	0	0	24
7:00	47	1	0	0	0	48	19:00	20	1	0	0	0	21
7:15	65	0	0	0	0	65	19:15	17	0	0	0	0	17
7:30	72	0	0	0	0	72	19:30	13	0	0	0	0	13
7:45	87	0	0	0	0	87	19:45	17	0	0	0	0	17
8:00	53	0	0	0	0	53	20:00	10	0	0	0	0	10
8:15	30	1	0	0	0	31	20:15	18	2	0	0	0	20
8:30	16	2	1	0	0	19	20:30	18	0	0	0	0	18
8:45	17	0	0	0	0	17	20:45	16	0	0	0	0	16
9:00	30	0	0	0	0	30	21:00	9	0	0	0	0	9
9:15	14	0	0	0	0	14	21:15	8	0	0	0	0	8
9:30	23	0	0	0	0	23	21:30	16	0	0	0	0	16
9:45	20	0	0	0	0	20	21:45	8	0	0	0	0	8
10:00	25	1	0	0	0	26	22:00	5	0	0	0	0	5
10:15	27	0	0	0	0	27	22:15	4	0	0	0	0	4
10:30	17	1	0	0	0	18	22:30	11	0	0	0	0	11
10:45	31	0	0	0	0	31	22:45	10	0	0	0	0	10
11:00	24	0	0	0	0	24	23:00	7	0	0	0	0	7
11:15	25	1	0	0	0	26	23:15	6	0	0	0	0	6
11:30	22	0	0	0	0	22	23:30	2	0	0	0	0	2
11:45	16	0	1	0	0	17	23:45	1	0	0	0	0	1
TOTAL	987	8	2	0	0	997	TOTAL	1,092	15	1	0	0	1,108

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	277

AM PEAK HOUR	1:30 PM
AM PEAK VOLUME	174

CLASS 1	CARS
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4-AXLE TRUCKS
CLASS 5	5-AXLE + TRUCKS

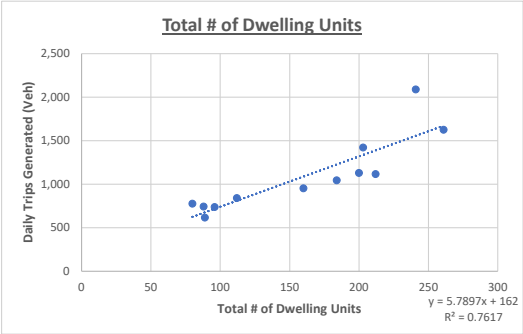
TOTAL: AM+PM	2,079	23	3	0	0	2,105
% OF TOTAL	98.8%	1.1%	0.1%	0.0%	0.0%	100.0%
AM PEAK	277	0	0	0	0	277
PM PEAK	125	0	0	0	0	125

Appendix B: Apartment Characteristics

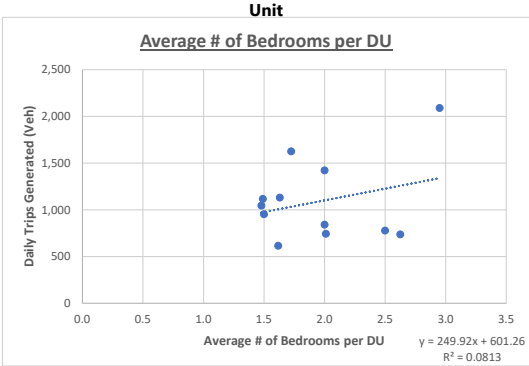
Study Site #	TUMF Zone	Name	Address	Phone #	Apartment Website	# of Apartment Style								Apartment Size (Sq. Ft.)							
						Studio	One Bedroom	Two Bedrooms	Three Bedrooms	Four Bedrooms	Total # of DUs	Total # of Bedrooms	Average # Bedrooms per DU	Studio	One Bedroom	Two Bedrooms	Three Bedrooms	Four Bedrooms	Average Size of Unit per Complex	Sum of Area of All Dus	Average Square Footage per DU (Sq. Ft.)
1	Central Zone	Oakwood Apartments	15170 Perris Blvd, Moreno Valley, CA 92551	+1 951-243-0800	N/A	-	-	80	93	68	241	711	3.0	-	-	832	1,042	1,282	1,052	250,642	1040.01
2	Northwest Zone	Springbrook Park Apartments	1066 Orange St, Riverside, CA 92501	+1 951-682-9774	N/A	-	40	32	40	-	112	224	2.0	-	800	967	1,100	-	956	106,944	954.86
3	Central Zone	Vista Springs Apartments	21550 Box Springs Rd, Moreno Valley, CA 92557	+1 951-276-0334	N/A	-	108	104	-	-	212	316	1.5	-	690	960	-	-	825	174,360	822.45
4	Northwest Zone	Vesada Apartment Homes	3390 Country Village Road, Riverside, CA 92509	+1 951-462-2198	california.weidner.com	18	72	153	18	-	261	450	1.7	629	782	1,021	1,168	-	900	244,863	938.17
5	Southwest Zone	Morning Ridge Apartments	30660 Milky Way Dr, Temecula, CA 92592	+1 951-699-0886	morningridgeapts.com	-	74	126	-	-	200	326	1.6		680	950	-	-	815	170,020	850.10
6	Northwest Zone	Stonegate Apartments	6506 Doolittle Ave, Riverside, CA 92503	(951) 351-9445	stonegateriverside.com	1	79	80	-	-	160	240	1.5	300	705	905	-	-	637	128,395	802.47
7	Southwest Zone	River's Edge Apartment Homes	2088 E Lakeshore Dr, Lake Elsinore, CA 92530	+1 951-678-8553	riversedgeapartmentliving.com	-	96	88	-	-	184	272	1.5	-	762	1,089	-	-	926	168,984	918.39
8	Hemet/San Jacinto Zone	Mayberry Colony Apartments	40389 Mayberry Ave # A1, Hemet, CA 92544	+1 951-929-3380	www.mayberrycolony.com	-	34	55	-	-	89	144	1.6	-	790	962	-	-	876	79,770	896.29
9	Pass Zone	Summit Ridge Apartments	555 N Hathaway St # 1101, Banning, CA 92220	+1 951-849-3001	www.summitridgebanning.com	-	-	40	40	-	80	200	2.5	-	850	1,058	-	-	954	42,320	529.00
10	Hemet/San Jacinto Zone	Riverdale Apartments	1250 S Cawston Ave, Hemet, CA 92545	+1 951-766-5672	www.rentriverdaleapts.com	-	-	36	60	-	96	252	2.6	-	-	984	1,033	-	1,009	97,404	1014.63
11	Northwest Zone	Parkridge Meadows Apartments	219 E Parkridge Ave, Corona, CA 92879	+1 951-736-8681	www.allenproperties.net	-	-	87	1	-	88	177	2.0	-	-	780	-	-	780	67,860	771.14
12	Central Zone	Hunt Club Apartments	1355 S Perris Blvd, Perris, CA 92570	+1 951-657-0228	www.huntclubperris.com	-	-	203	-	-	203	406	2.0	-	-	962	-	-	962	195,286	962.00

Appendix C: Correlation Plots

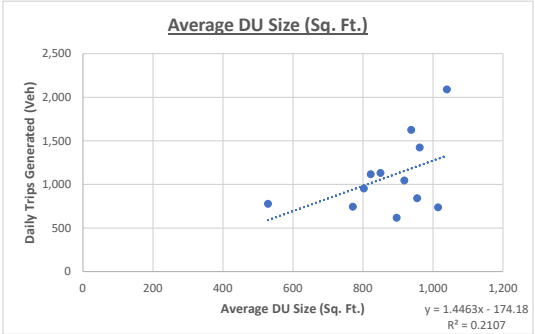
Daily Trip Generation by # of Dwelling Units in Complex



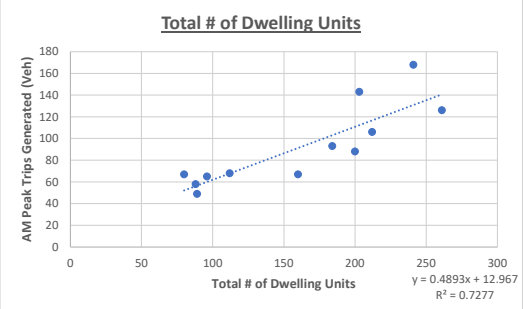
Daily Trip Generation by Average # of Bedrooms Per Dwelling Unit



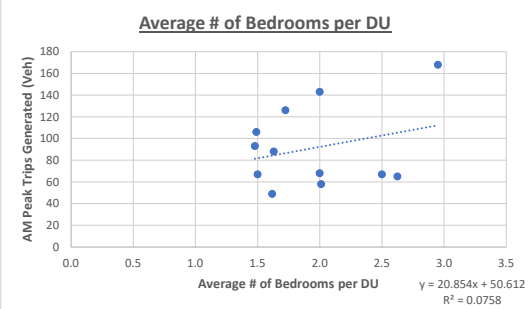
Daily Trip Generation by Average Size of Dwelling Unit



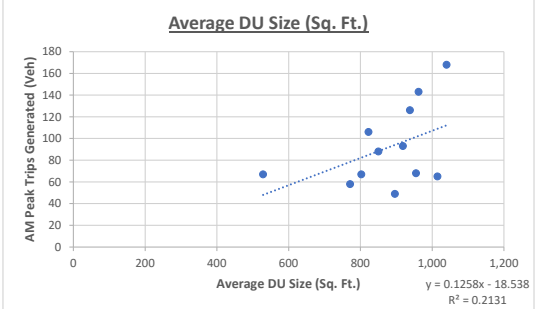
AM Peak Trip Generation by # of Dwelling Units in Complex



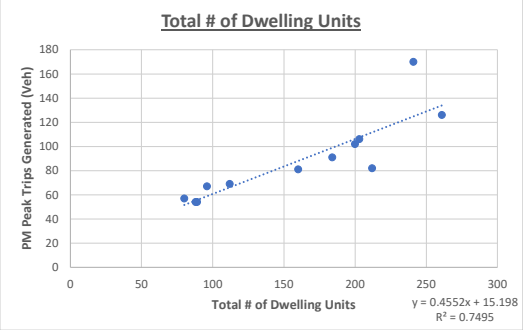
AM Peak Trip Generation by Average # of Bedrooms Per Dwelling Unit



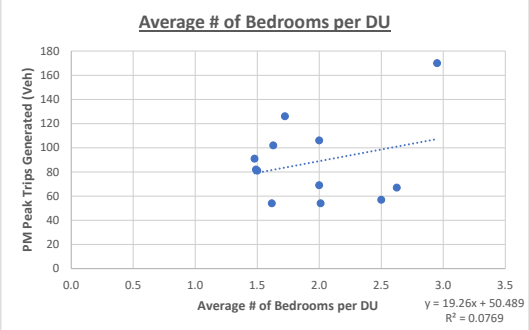
AM Peak Trip Generation by Average Size of Dwelling Unit



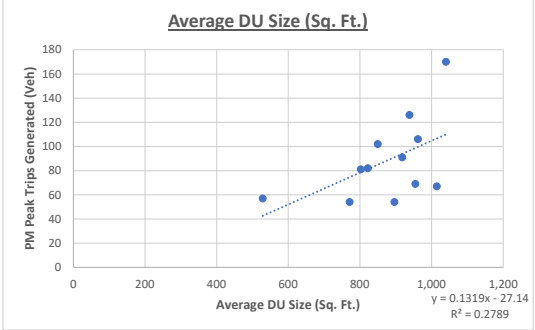
PM Peak Trip Generation by # of Dwelling Units in Complex



PM Peak Trip Generation by Average # of Bedrooms Per Dwelling Unit



PM Peak Trip Generation by Average Size of Dwelling Unit



Appendix L - Non-Residential Fee Calculation

The non-residential fee was calculated by multiplying the estimated Regional System of Highways and Arterials improvements cost attributable to new development (**Section 4.0**) by the proportion of all regional trips that are generated by non-residential land uses (**Section 5.3**), and dividing this number by the projected increase in non-residential land use between 2018 and 2045 (**Table 2.3**, **Section 2.0**) and the proportional share of new employees in each sector.

In preparation for the fee calculation, SCAG 2020 RTP/SCS employment data by sector was first converted to land use as square feet of gross floor area (SF GFA). Non-residential employee to gross floor area conversion factors were derived from four sources. These sources are:

- Cordoba Corporation/Parsons Brinckerhoff Quade and Douglas, Inc. (PBQD), Land Use Density Conversion Factors For The Long-Range Corridor Study San Bernardino and Riverside Counties, August 20, 1990. Table 8.
- Orange County Transportation Authority (OCTA), Orange County Subarea Modeling Guidelines Manual, June 2001. Appendix C.
- Southern California Association of Governments (SCAG), Employment Density Study, October 31, 2001, Table IIB
- County of Riverside, General Plan, As Amended December 15, 2015, Appendix E: Socioeconomic Build-Out Projections Assumptions & Methodology, Table E-5

The employment conversion factors developed for use in the calculation of the non-residential fee are tabulated in **Exhibits L-1** through **L-4**. The relevant sections of these respective publications are included in this Appendix as **Exhibits L-5** through **L-8**.

To account for the difference in trip generation rates between the various employment sectors, the non-residential fee value for each sector was normalized by multiplying by the respective median trip generation rate for the range of associated land use types as published in the Institute of Traffic Engineers Trip Generation Manual, Eleventh Edition, 2021. The respective fee values are presented in **Section 6.2**. The table detailing the calculation of the non-residential fee (and residential fee) is included in **Appendix K** as **Exhibit K-1**.

EXHIBIT L-1 Employment Conversion Factors

Employment Sector	Business by Land Use Category (1)	Employees	Gross Floor Area (TSF)	Conversion Rate (Employees/TSF)	Land Use Category (2)	Minimum Range Conversion Rate (Employees/TSF)	Land Use Category (3)	SF per Employee based on Average Employees per Acre and Average FAR (Riverside County)	Employees/TSF	Land Use Category (4)	SF per Employee	Employees/TSF	TUMF Median Employment Conversion Factors (Employees/TSF)
	Heavy Manufacturing	6,379	5,117	1.25	R&D/LI/BP	2.50	R&D/Flex Space	867		Light Industrial	1030		
	General Manufacturing	11.603	6.103	1.90	Heavy Industry	2.00	Light Manufacturing	1548		Heavy Industry	1500		
	Light Manufacturing	8,624	3,962	2.18	Warehouse	1.00	Warehouse	1195					
	Manufacturing, Small Module	5.559	3.038	1.83									
Industrial	High Tech/Research	954	411	2.32									
	Wholesale, Trade Industry	6,120	4,140	1.48									
	Warehousing	119	279	0.43									
	General Industry	1,023	917	1.12									
	Median			**1.65**	Median	**2.00**	Median	*1195.0*	**0.84**	Median	*1265.0*	**0.79**	**1.25**
	Retail Trade	34,821	20,125	1.73			Regional Retail	268		Commercial Retail	500		
	Personnal, Rental and Repair	3,452	1,590	2.17			Other Retail/Service	629					
	Equipment Rental	1,080	453	2.38									
Retail	General Commercial	12,978	17,023	0.76									
	Median			**1.95**			Median	*448.5*	**2.23**	Median	*500.0*	**2.00**	**2.00**
	Financial/Insurance/Real Estate	7,738	1,095	7.07	Office	3.00	Low-Rise Office	481		Commercial Office	300		
	Small Office	3,945	548	7.20	Medical/PO/Bank	3.50	Hotel/Motel	3476		Business Park	600		
	Professional Services	5,470	1,529	3.58	Hospital	2.50							
	Business Services	6,680	1,966	3.40	Restaurant	3.00							
Service	General Offices	8,900	3,886	2.29									
	Medical Services	9,006	3,201	2.81									
	Restaurant	23.345	4.061	5.75									
	Median			**3.58**	Median	**3.00**	Median	*1978.5*	**0.51**	Median	*450.0*	**2.22**	**2.61**
					Government/Civic	3.00	Government Offices	208					
Government/Public Sector					Library	1.50							
					Median	**2.25**	Median	*208.0*	**4.81**				**3.53**

Notes:
- Business by Land Use Categories Wholesale Trade Commercial and Automotive Repair were excluded as there is inconsistencies between the Land Use Density Conversion Factors For Long Range Corridor Study San Bernardino and Riverside Counties categorization, and the NAICS Major Group categorization.
- OCTA Typical Employment Conversion Factors for Commercial excluded as it potentially covers uses in both Retail and Service categories; Hotel/Motel, Schools, Golf Course, Developed Park, Park and Agricultural were excluded as they are calculated from units other than TSF.
- TUMF Median Employment Conversion Factor is the median of (1) through (4) Conversion Rates

(1) Cordoba Corporation/PBQD, Land Use Density Conversion Factors For Long Range Corridor Study San Bernardino and Riverside Counties, August 20, 1990. Table 8.
(2) OCTA, Orange County Subarea Model Guidelines Manual, June 2001. Appendix C.
(3) SCAG, Employment Density Study, October 31, 2001, Table IIB
(4) County of Riverside, General Plan, As Amended December 15, 2015, Appendix E: Socioeconomic Build-Out Projections Assumptions & Methodology, Table E-5

EXHIBIT L-2 Population and Employment Estimates

Sector	2018	2045	Change	Employee Conversion Factor / TSF	Change in SF of GFA
Population	1,905,440	2,533,876	628,436		
Households					
Single-Family	397,407	564,898	167,491		
Multi-Family	157,166	247,501	90,335		
Totals	554,573	812,399	257,826		
Employees					
Industrial	169,334	245,915	76,581	**1.25**	61,489,565
Retail	73,814	86,929	13,115	**2.00**	6,557,500
Service	308,703	482,958	174,255	**2.61**	66,735,957
Government/Public Sector	18,569	30,640	12,071	**3.53**	3,420,665
Totals	570,420	846,442	276,022		138,203,688

Source: SCAG 2020 RTP/SCS; RivCOM

EXHIBIT L-3 Trip Generation Rate Comparison

Non-Residential

	Employee Growth	SF Growth	ITE Median PM Peak Hour Trips Per Employee	ITE Median PM Peak Hour Trips per TSF	Trip Growth (SFGrowth * ITEMedian)	Calculated PM Peak Hour Trips per Employee	Weighted Median PM Peak Hour Trips Per Employee	Median Share PM Peak Period Pass By Trips (Retail and Service Uses)	Adjusted PM Peak Hour Trips Per Employee
Industrial	76,581	61,489,565	0.7	0.6	36,894	0.5	0.6		0.6
Retail	13,115	6,557,500	3.3	5.0	32,788	2.5	2.9	37%	1.8
Service	174,255	66,735,957	2.2	5.7	380,395	2.2	2.2	44%	1.2
Government/Public Sector	12,071	3,420,665	3.3	3.2	10,946	0.9	2.1		2.1
	276,022	138,203,688			461,022				

EXHIBIT L-4 Representative ITE Weekday PM Peak Hour Trip Generation Rates

RESIDENTIAL

Land Use Category	ITE Reference	PM Peak Hour Trip Ends per DU	PM Peak Hour Trip Ends per Residents
Single Family Residential			
Single Family Detached Housing	210	0.99	0.28
Multi Family			
Single-Family Attached Housing	215	0.61	0.44
Multifamily Housing (Low-Rise) Not Close to Rail Transit	220	0.57	0.27
Multifamily Housing (Mid-Rise) Not Close to Rail Transit	221	0.39	0.23
Multifamily Housing (High-Rise) Not Close to Rail Transit	222	0.40	
Affordable Housing - Income Limits	223	0.50	0.14
Average		*0.49*	*0.27*
Median		*0.50*	*0.25*

NON-RESIDENTIAL

Land Use Category	ITE Reference	PM Peak Hour Trip Ends per TSF*	PM Peak Hour Trip Ends per Employee*	PM Peak Period Pass by Trips**
Industrial				
Intermodal Truck Terminal	30	1.89	0.72	
General Light Industry	110	0.80	0.69	
Industrial Park	130	0.40	0.42	
Manufacturing	140	0.80	0.40	
Warehousing	150	0.23	0.68	
High-Cube Transload and Short-Term Storage	154	0.17		
High-Cube Fulfillment Center Warehouse - Non-Sort	155	0.27		
High-Cube Parcel Hib Warehouse	156	0.71		
Average		*0.66*	*0.58*	
Median		*0.56*	*0.68*	
Retail				
Building Materials and Lumber	812	2.65	3.30	
Free-Standing Discount Superstore	813	4.39	1.75	29%
Variety Store	814	7.42	12.65	34%
Free-Standing Discount Store	815	5.42	2.36	20%
Hardware/Paint Store	816	1.10	3.77	26%
Nursery (Garden Center)	817	8.37	2.55	
Nursery (Wholesale)	818	5.01	0.59	
Shopping Center	820	4.09	1.91	
Shopping Center (150K to 300K)	820			29%
Shopping Center (300K to 900 K)	820			19%
Shopping Plaza with Supermarket	821	9.72		
Shopping Plaza without Supermarket	821	5.40	1.80	
Shopping Plaza	821			40%
Strip Retail Plaza	822	13.24	10.15	
Factory Outlet Center	823	1.94		
Automobile Sales (New)	840	2.65	1.10	
Automobile Sales (Used)	841	4.92	2.27	
Automobile Parts Sales	843	5.88	4.27	43%
Tire Store	848	3.72	3.05	25%
Supermarket	850	9.19	3.37	24%
Convenience Store	851	53.51	34.33	
Convenience Market with Gasoline Pumps	853			
Discount Supermarket	854			
Discount Club	857	4.62	3.49	34%
Sporting Goods Superstore	861	2.58	0.93	
Home Improvement Superstore	862	3.21		42%
Electronics Superstore	863	4.48		40%
Pet Supply Superstore	866	2.19		
Book Superstore	868	14.00		
Department Store	875	2.81		
Apparel Store	876	4.20		
Pharmacy/Drugstore without Drive Through Window	880	8.62		53%
Pharmacy/Drugstore with Drive Through Window	881	11.23	7.79	49%
Marijuana Dispensary	882	24.57		
Furniture Store	890	0.70	1.01	53%
Liquor Store	899	17.00	5.98	
Gasoline/Service Station	944		28.39	57%
Convenience Store/Gas Station (none)	945		21.31	
Convenience Store/Gas Station (9 - 15 vehicle fueling positions)	945	56.38		75%
Average		*9.54*	*6.87*	*38%*
Median		*4.97*	*3.30*	*37%*
Service				
Data Center	160	0.13		
Specialty Trade Contractor	180	2.18	0.80	
Movie Theatre	445	14.06	9.56	
Health/Fitness Club	492	3.92		
Day Care Center	565	11.82	4.66	44%
Hospital	610	0.98	0.33	
Nursing Home	620	0.82	0.45	
Clinic	630	4.22	2.49	
Animal Hospital/Veterinary Clinic	640	3.83	2.26	
Free Standing Emergency Room	650	2.24		
Small Office Building	712	3.15	1.90	
Medical-Dentist Office Building (Stand-Alone)	720	4.79	1.26	
Medical-Dentist Office Building (Within/Near Hospital Campus)	720	3.78	1.03	
Walk-in Bank	911	26.40	6.18	
Drive-in Bank	912	20.92	4.36	35%
Hair Salon	918	1.94		
Copy, Print and Express Ship Store	920	12.30	6.63	
Fast Casual Restaurant	930	18.57		
Fine Dining Restaurant	931	8.28	1.79	44%
High Turnover (Sit-Down) Restaurant	932	16.35	3.66	43%
Fast Food Restaurant with Drive Through	934	50.94	5.45	55%
Fast Food Restaurant with Drive Through No Seating	935			31%
Coffee/Donut Shop with Drive Through	937	43.65		
Coffee/Donut Shop with Drive Through No Seating	938			98%
Quick Lube Vehicle Shop	941	9.42	2.17	
Automobile Care Center	942	3.51	1.43	
Automobile Parts and Service Center	943	2.61	1.80	
Wine Tasting Room	970	6.60		
Brewery Tap Room	971	10.93		
Drinking Place	975	15.53		
Average		*10.85*	*3.06*	*50%*
Median		*5.70*	*2.17*	*44%*
Government/Public Sector				
Recreational Community Center	495	2.53	2.71	
Elementary School	520		4.60	
Middle/Junior High School	522		4.83	
High School	525		3.32	
School District Office	528	2.37	0.84	
Private School (K-8)	530		5.72	
Private School (K-12)	532		2.82	
Private High School	534		2.49	
Charter Elementary School	536		10.64	
Charter School (K-12)	538		10.66	
Junior/Community College	540		1.63	
University/College	550		0.81	
Adult Detention Facility	571	0.94	0.51	
Library	590	8.53	6.81	
Government Office Building	730	3.19	0.91	
State Motor Vehicles Department	731	7.68	4.27	
Post Office	732	15.11	3.29	
Average		*5.76*	*3.93*	
Median		*3.19*	*3.29*	

Notes:

* - Average weekday PM peak hour of generator trip end data derived from ITE Trip Generation Manual (11th Edition), September 2021

** - Average weekday PM peak pass-by trip rates derived from ITE Trip Generation Manual (11th Edition), September 2021

EXHIBIT L-5
Land Use Density Conversion Factors for the Long-Range Corridor Study San Bernardino and Riverside Counties, Table 8
Cordoba Corporation/Parsons Brinckerhoff Quade and Douglas, Inc. (PBQD), August 20, 1990.

TABLE 8
EMPLOYEES PER ACRE
RIVERSIDE COUNTY

BUSINESS BY LAND USE	Employees *	Floor Space Sq. Ft.	Square Feet Per Employee	Average F.A.R	Employees per Acre
Manufacturing/Industrial	40,383	23,968,000	594	0.25	18
Heavy Manufacturing	6,379	5,117,000	802	0.20	11
General Manufacturing	11,603	6,103,000	526	0.20	17
Light Manufacturing	8,624	3,962,000	459	0.25	24
Manufacturing, Small Module	5,559	3,038,000	547	0.25	20
High Tech Activity and Research	954	411,000	431	0.35	35
Wholesale Trade Industrial	6,120	4,140,000	676	0.25	16
Warehousing	119	279,000	2,345	0.25	5
General Industrial	1,023	917,000	896	0.20	10
Commercial	79,067	46,304,000	586	0.30	22
Retail Trade	34,821	20,125,000	578	0.30	23
Restaurants and Bars	23,345	4,061,000	174	0.30	75
Personnal, Rental and Repair Services	3,452	1,590,000	461	0.30	28
Automotive Repair Services	1,870	1,619,000	866	0.30	15
Equipment Rental	1,080	453,000	419	0.30	31
Wholesale, Trade Commercial	1,521	1,434,000	943	0.25	12
General Commercial	12,978	17,023,000	1,312	0.40	13
Office	41,740	12,226,000	293	0.50	74
Finance/Insurance/Real Estate	7,738	1,095,000	142	0.50	154
Finance/Insurance/RE/Small Office	3,945	548,000	139	0.50	157
Professional Services	5,470	1,529,000	280	0.50	78
Business Services	6,680	1,966,000	294	0.50	74
General Office	8,900	3,886,000	437	0.50	50
Medical Services	9,006	3,201,000	355	0.50	61

*** Employment figures do not include government, military and sole proprietorships.**
Source: Urban Decision Systems (1989), Census Zip Business Patterns (1986)
Filename: Trans rv

EXHIBIT L-6
Orange County Subarea Modeling Guidelines Manual, Appendix C
Orange County Transportation Authority (OCTA)
June 2001

TYPICAL EMPLOYMENT CONVERSION FACTORS
(June 2001)

Land Use Category	Conversion Rates Range	Employment Type (Percentate Ranges)		
		Retail	Service	Other
Commercial	2.25 –2.75 employees/TSF[1]	60% - 90%	10% - 40%	0% – 5%
Office/Office Park	3.00 – 4.00 employees/TSF	0% – 5%	20% – 30%	65% - 80%
R&D/Light Industrial/Business Park	2.50 – 3.50 employees/TSF	0% – 5%	0% - 30%	60% - 100%
Heavy Industrial	2.00 – 2.50 employees/TSF	0%	0%	100%
Warehouse	1.00 – 2.00 employees/TSF	0%	0%	100%
Restaurant	3.00 – 5.00 employees/TSF	100%	0%	0%
Medical Office/Post-Offfice/Bank	3.50 – 4.50 employees/TSF	0% - 10%	70% - 100%	0% – 20%
Government Office/Civic Center	3.00 – 4.00 employees/TSF	0% – 5%	50% - 70%	25% – 50%
Hospital	2.50 – 3.00 employees/TSF	0%	70% - 80%	20% – 30%
Library/Museum	1.50 – 2.50 employees/TSF	0%	100%	0%
Hotel/Motel	0.75 – 1.25 employees/room	0% - 10%	70% - 80%	10% – 30%
Schools	0.08 – 0.12 employees/student	0%	0%	100%
Golf Course	0.50 – 0.70 employees/acre	0% - 10%	90% - 100%	0%
Developed Park/Athletic Fields	0.20 – 0.40 employees/acre	0%	80% - 100%	0% – 20%
Park	0.05 – 0.10 employees/acre	0%	80% - 100%	0% – 20%
Agricultural	0.01 – 0.05 employees/acre	0%	0%	100%

[1] Thousands of Square Feet

EXHIBIT L-7
Employment Density Study, Table IIB
Southern California, October 31, 2001

Table II-A
Derivation of Square Feet per Employee Based on:
--MEDIAN EMPLOYEES PER ACRE
--MEDIAN FAR

Land Use Category	Los Angeles	Orange	Riverside	San Bernardino	Ventura	Imperial	Region
	Square Feet per Employee						
Regional Retail	--	2,322	165	1,392	990	--	1,023
Other Retail/Svc.	730	450	1,148	432	412	796	585
Low-Rise Office	471	352	598	1,014	659	415	466
High-Rise Office	377	235	--	--	--	--	300
Hotel/Motel	1,179	--	5,273	1,747	--	808	1,804
R & D/Flex Space	1,717	511	1,121	1,833	277	--	527
Light Manufacturing	1,214	786	2,221	1,538	202	2,230	924
Heavy Manufacuring	--	--	--	--	--	--	--
Warehouse	1,518	1,350	819	2,111	149	3,257	1,225
Government Offices	2,182	408	1,475	851	120	407	672

Table II-B
Derivation of Square Feet per Employee Based on:
--AVERAGE EMPLOYEES PER ACRE
--AVERAGE FAR

Land Use Category	Los Angeles	Orange	Riverside	San Bernardino	Ventura	Imperial	Region
	Square Feet per Employee						
Regional Retail	--	704	268	1,009	1,165	--	857
Other Retail/Svc.	424	325	629	124	271	255	344
Low-Rise Office	319	287	481	697	389	632	288
High-Rise Office	440	218	--	--	--	--	311
Hotel/Motel	--	--	3,476	2,544	--	311	1,152
R & D/Flex Space	1,796	466	867	834	269	--	344
Light Manufacturing	829	558	1,548	705	189	994	439
Heavy Manufacuring	--	--	--	--	--	--	--
Warehouse	1,518	979	581	1,195	131	450	814
Government Offices	1,442	206	208	188	94	322	261

Notes:
"--" = Data not available.

EXHIBIT L-8
General Plan, As Amended December 15, 2015.
Appendix E: Socioeconomic Build-Out Projections Assumptions & Methodology,
Table E-5
County of Riverside, 2015

Table E-3: Net Parcel Acre Factors

Land Use Designation	Net Parcel Area
Commercial Retail (CR)	0.75
Commercial Tourist (CT)	0.75
Commercial Office (CO)	0.75
Light Industrial (LI)	0.80
Heavy Industrial (HI)	0.75
Business Park (BP)	0.75

Net Parcel Square Feet: To convert net acres to net square feet, net acres are multiplied by 43,560 feet per acre. For example, 50 net acres of Commercial Office (66.66 gross acres) equals 2,178,000 net square feet.

Floor Area Ratio (FAR): Floor Area Ratio, or FAR, indicates the ratio of gross building square footage permitted on a parcel to net square footage of the parcel. FAR's for Commercial, Industrial and Business Park land uses are identified, in Table E-4, below. See General Plan Glossary for full definition of FAR.

Table E-4: Development FAR Factors

	FAR		
Land Use Designation	Minimum	Probable*	Maximum
Commercial Retail (CR)	0.20	0.23	0.35
Commercial Tourist (CT)	0.20	0.25	0.35
Commercial Office (CO)	0.25	0.35	1.00
Light Industrial (LI)	0.25	0.38	0.60
Heavy Industrial (HI)	0.15	0.40	0.50
Business Park (BP)	0.25	0.30	0.60

*Factor used for theoretical planning estimates.

Building Square Footage: Building square footage for the land use designations listed in the table above are calculated by multiplying the Net Square Feet of each land use designation by the corresponding FAR. For instance, 20,000 square feet of Commercial Retail with an FAR of 0.23 would yield 4,600 square feet of building space.

Square Feet (SF)/Employee Factor: This factor indicates the number of employees typically associated with a given amount of square feet of building space per employee. It is used to estimate the number of jobs resulting for a given land use designation. These factors for the commercial land use designations are listed in Table E-5 below.

Table E-5: Commercial Employment Factors

Land Use Designation	SF/Employee
Commercial Retail (CR)*	500
Commercial Tourist (CT)	500
Commercial Office (CO)	300
Light Industrial (LI)	1,030
Heavy Industrial (HI)	1,500
Business Park (BP)	600

*It is assumed that CR designated lands will build out at 40% CR and 60% MDR.

Employment: Employment for commercial, industrial, and business park land uses is calculated by dividing the total number of building square feet by the SF/Employee factor. For example, 300,000 square feet of commercial office building space would yield 1,000 employees.

RESOLUTION 2024-196

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF BANNING AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the City of Banning ("City") is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen cities located in Western Riverside County; and

WHEREAS, the member agencies of WRCOG recognized that there was insufficient funding to address the impacts of new development on the regional system of highways and arterials in Western Riverside County (the "Regional System"); and

WHEREAS, in order to address this shortfall, the member agencies formulated a plan whereby a transportation mitigation fee would be assessed on new development and would be used to fund the necessary improvements for the Regional System; and

WHEREAS, in furtherance of this plan, the WRCOG Executive Committee adopted the "Western Riverside County Transportation Uniform Fee Nexus Study", dated October 18, 2002 (the "2002 Nexus Study"); and

WHEREAS, based on the 2002 Nexus Study, the City adopted Ordinance 1291 on March 25, 2003 (the "TUMF Ordinance") pursuant to California Government Code sections 66000 *et seq.* authorizing the City to impose the Transportation Uniform Mitigation Fee ("TUMF") upon new development; and

WHEREAS, in 2016, the TUMF Nexus Study ("2016 Nexus Study") was updated for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, on September 11, 2017, the City adopted Ordinance No. 1514 which adopted the 2016 Nexus Study and updated the TUMF; and

WHEREAS, in 2018, the TUMF Program was altered to adopt a process in which WRCOG calculates and collects TUMF on behalf of member agencies under the Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2018; and

WHEREAS, on August 27, 2019, the City adopted Ordinance No. 1549 allowing WRCOG to calculate and collect TUMF on behalf of the City; and

WHEREAS, WRCOG, with the assistance of TUMF Participating Jurisdictions, has prepared an updated nexus study entitled "Transportation Uniform Mitigation Fee Nexus Study: 2024 Update" ("2024 Nexus Study") pursuant to California Government Code sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees. On September 9, 2024, the WRCOG Executive Committee reviewed the 2024 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF

Program; and

WHEREAS, consistent with its previous findings made in the adoption of Ordinance Nos.1514 and 1549, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF; and

WHEREAS, the City Council finds and determines that the cost estimates set forth in the new 2024 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development; and

WHEREAS, the fees collected pursuant to TUMF Ordinance shall be used to help pay for the design, planning, construction of and real acquisition for the Regional System improvements and its facilities as identified in the 2024 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements; and

WHEREAS, by notice duly given and published, on December 10, 2024, the City Council held a public hearing on the 2024 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2024 Nexus Study available to the public; and

WHEREAS, at the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing; and

WHEREAS, the City Council finds that the 2024 Nexus Study proposes a fair and equitable method for distributing a portion of the unfunded costs of improvements and facilities to the Regional system and

WHEREAS, Section 15.76.050(E) of the TUMF Ordinance (Ordinance 1607) authorizes

periodic review and adjustment to the applicable TUMF in accordance with any adjustments made by the WRCOG Executive Committee; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the Nexus Study; and

WHEREAS, the levying of TUMF has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and it has been determined that the adoption of this ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility these proposed amendments and updates may have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. **Findings.** The recitals set forth above are hereby adopted as findings in support of this Resolution. In addition, the City Council re-adopts the findings contained in Ordinance 1607 in support of the adjusted TUMF contained herein.

SECTION 2. **TUMF Schedule**. In accordance with Section 15.76.030(C) of the Banning Municipal Code, there is hereby adopted the following fee schedule for the TUMF with an Effective Date set forth in Section 5 below:

A. There is hereby adopted the following TUMF schedule:

(1) $12,380 per single family residential unit 1,800 square feet or less
(2) $13,927 per single family residential unit between 1,801 and 2,300 square feet
(3) $15,476 per single family residential unit between 2,301 and 2,700 square feet
(4) $19,344 per single family residential unit greater than 2,700 square feet
(2) $7,816 per multi-family residential unit
(3) $2.33 per square foot of an industrial project
(4) $7.72 per square foot of a retail commercial project
(5) $4.89 per square foot of a service commercial project
(6) $2.45 per square foot of a service Class A and B Office

The above TUMF replaces the fee schedule set forth in Section 2 of Resolution No. 2021-93 in its entirety after the below Effective Date.

SECTION 3. **Adoption of 2024 Nexus Study**. The City Council hereby adopts the 2024 Nexus Study and its findings. The 2024 Nexus Study is attached and incorporated herein as Exhibit "B."

SECTION 4. **CEQA Findings**. The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

SECTION 5. **Effective Date**. This Resolution shall become on April 1, 2025.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-196, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Record Gazette
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AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

2024 11 25_Banning-PHN Ord Sum TUMF

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Nov 29, 2024,Dec 6, 2024

Executed on: December 6, 2024

At City of Banning, California

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kathy Shepard
Signature

NOTICE OF PUBLIC HEARING FOR AND SUMMARY OF A PROPOSED ORDINANCE AMENDING AND SUPERSEDING ORDINANCE 1549 TO UPDATE THE CITY OF BANNING MUNICIPAL CODE (CHAPTER 15.76) FOR THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) AND AMENDING THE APPLICABLE TUMF SCHEDULE THAT APPLIES TO ALL DEVELOMPENTS IN THE CITY OF BANNING

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council to be held on Tuesday, December 10, 2024, at 5:00 p.m. (or soon thereafter) in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the adoption of (1) proposed Ordinance 1607, an Ordinance of the City of Banning Amending and Superseding Ordinance 1549 to Update Participation in the Western Riverside County Transportation Uniform Mitigation Fee ("TUMF") Program; and (2) a new nexus study ("2024 Nexus Study") to update the TUMF Schedule pursuant to the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*) to reflect changes in the TUMF network and the cost of construction.

SUMMARY OF
ORDINANCE 1607

This is a summary of the above-entitled Ordinance 1607 of the City of Banning. This summary has been prepared and published in accordance with the requirements of Government Code Section 36933.

On December 10, 2024, City staff will recommend that the City Council of the City of Banning introduce and conduct first reading of Ordinance 1607. The City of Banning is a member agency of the Western Riverside County of Governments ("WRCOG"), a joint powers agenda comprised of the County of Riverside and eighteen cities located in Western Riverside County. The City participates in the WRCOG TUMF Program, which creates a regional fund for enlarging the capacity of the Regional

System of Highways and Arterials based on the collection of development impact fees from future residential, commercial and industrial development in accordance with the Mitigation Fee Act (Gov. Code, § 66000 *et seq.*). Ordinance 1607 proposes to update the City's participation in the TUMF Program, as requested by WRCOG, by amending to Chapter 15.76 ("Western Riverside County Transportation Uniform Mitigation Fee Program") of Title 15 ("Buildings and Construction") of the Banning Municipal Code to rescind and restate the City's participation in and implementation of the TUMF Program.

City staff has evaluated the potential environmental impacts of the adoption of the proposed update to the City's participation in the TUMF Program and the proposed updates to the TUMF Schedule pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that the proposed Municipal Code amendment and TUMF Schedule are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility these proposed amendments and updates may have a significant effect on the environment. The proposed Municipal Code amendment and TUMF Schedule will create a government funding mechanism that does not involve any commitment to any specific project that would result in a potentially significant physical impact on the environment. The proposed Municipal Code amendment and any related update to fees qualifies under this exemption.

To observe the live meeting through your personal computer you may use your computer or smart phone to enter the following or click on the link: https://banninglive.viebit.com or on the Banning Government Channel on Cable Television.

Information regarding the CEQA determination, the proposed Municipal Code amendments, proposed Ordinance 1607, proposed updated TUMF Schedule, and all relevant materials can be obtained by contacting the City's Community Development Department, Planning Division, by telephone at (951) 922-3125 or by email at CommunityDev@banningca.gov, or by visiting the City Hall located at 99 East Ramsey Street, Banning during regular business hours. You may also go to the City of Banning website at http://www.banningca.gov.

All parties interested in speaking either in support of or in opposition of this item are invited to attend the hearing, or to send their written comments to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220, or to the Administrative City Clerk by email at cityclerks@banningca.gov.

If you challenge any decision regarding this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City as specified above, at, or prior to, the hearing (Cal. Gov. Code, § 65009).

Submitted by:
/s/ Caroline Patton, Administrative City Clerk
City of Banning, California

Dated: November 25, 2024
Publish Date: November 29, 2024 and December 6, 2024
Published
Record Gazette
November 29, December 6, 2024

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director** **Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Selection of Firm to Conduct a Citywide Forensic Investigation as the City Council Chosen Finalist from the Request for Proposals for Citywide Forensic Investigation Services and Direct Staff to Bring a Negotiated Contract with Finalist to Council in January 2025**

RECOMMENDATION:

Select a finalist for the completion of the Citywide Forensic Investigation and allow staff to negotiate a contract to bring to Council in January.

BACKGROUND:

The City hired a new Finance Director on June 23, 2022. Fiscal Year 2021-22 ended on June 30, 2022. As a part of the year-end close process and completion of the audited financial statements, the Finance Director determined that the Electric Utility had approximately $4 million in unrestricted cash at fiscal year end. In approximately October 2022, the City Manager, Finance Director, and Deputy Finance Director held discussions with the then Electric Utility Director, about the low levels of cash reserves at the electric utility. The Council determined that the Electric Utility would maintain an unrestricted cash reserve of $11 million. The audited financial statements confirmed that $4 million level of unrestricted cash. Continuing conversations occurred over the remainder of FY 2022-23, and the Finance Director (now Administrative Services Director) conducted a much more thorough analysis as the departments unrestricted cash ultimately moved negative department-wide in March and April of 2023. When the Administrative Services Director brought the June 30, 2023, negative unrestricted cash balance of approximately $9 million (later revised based on year-end GASB 31 entries to negative $8.6 million) to the City Manager, we agreed on the critical importance of reporting the results to Council. The analysis was presented to Council in a Special Session on August 15, 2023. Also in August, we moved forward with contracting GHJ Associates to perform a Phase 1 forensic investigation into the results of operations since 2018. Council expanded the scope of the forensic investigation twice. The final results were presented to Council and the public on February 27, 2024.

The forensic investigation confirmed the reporting that was made to Council on August 15, 2023. That meeting can be viewed online and is accessible from the City's website. The majority of cash spend related to capital asset construction and was approved by Council as a part of the Capital Improvement Plan. While there were issues of non-conformance with procurement policy issues, Council retroactively approved all instances identified, and no allegations of fraud were noted in the forensic investigation. Almost all areas of concern from a financial operations perspective can be identified through a thorough analysis of cash. Ultimately, the Electric Utility unrestricted cash balances decreased by over $30M during Mr. Miller's tenure (2018-2024, and as of June 30, 2023).

When Council and the public were informed about the cash decline that electric incurred over the last five years, some Councilmembers and residents expressed a desire to have a Citywide investigation performed. The Administrative Services Director stated that no other issues were identified in his Citywide analysis, but that he and the City Manager were agreeable to a Citywide investigation into treasury functions (cash in particular). The Administrative Services Director obtained Council approval to issue a Request for Proposals (RFP) for this investigation. Staff also recommended that the evaluation of submissions be conducted by Finance Directors from other area local governments in the Pass Area and Coachella Valley. Council approved and those Finance Directors and the elected City Treasurer for the City of Banning conducted the evaluation of the six proposals submitted for consideration.

On March 26, 2024, Council directed the Administrative Services Director to perform a Citywide Phase 1 investigation. Staff brought the results of that work back to Council on September 10, 2024. No additional funds were identified for further analysis and Council accepted the report and provided direction to end the investigation.

Since that time, several members of the public and at least one Councilmember have continued to request an external citywide forensic investigation. City management endeavors to be fully transparent with Council and the community and believes that it serves the interest of the community to allow Council to reconsider this item.

JUSTIFICATION:

When the final results of the forensic investigation of the electric utility were presented to Council on February 27, 2024, several members of Council and the public expressed concern that the City Council had authorized $153,000 for the investigation that had not identified much more than the Finance Director (Administrative Services Director) presented to Council and the public on August 15, 2023.

Staff is aware that the cost of a Citywide forensic investigation of cash will likely cost as much as or several times more than the electric utility investigation, depending on the number of Phases approved by Council. If no other areas of concern are identified the cost could be as low as the electric investigation.

Council conducted interviews with the top three evaluated firms (Marsh Minick, P.C., FORVIS, LLP, and BDO USA, P.C.) on February 27, 2024. The initial round of scoring results of all firms are below. City staff provided the Council with the proposals and asked the Council to score the firms prior to this meeting and the top-rated firm will be disclosed to Council at this meeting for potential approval of initiating a contract.

	Evaluation Criteria
Criteria	Weight (Points)
Qualifications	25 (25% of Total)
Pricing	25 (25% of Total)
Experience (Projects of similar size and scope)	25 (25% of Total)
Professional References	10 (10% of Total)
Approach and Methodology	10 (10% of Total)
Value Added Services	5 (5% of Total)

Aggregate Scores Summary

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Total Score (Max Score 100)
Marsh Minick, P.C.	89	84	95	94	86	83	**88.5**
FORVIS, LLP	87	85	89	90	89	86	**87.67**
BDO USA, P.C.	85	86	91	89	97	59	**84.5**
GHJ Advisors	83	87	81.5	81	99	62	**82.25**
McKenzie Forensic Auditors, Inc.	72	80	77	87	90	58	**77.33**
Engel & Engel, LLP	42.5	63	45	78	75	34	**56.25**

Vendor Scores By Evaluation Criteria

Vendor	Qualifications (25 Points)	Pricing (25 Points)	Experience (25 Points)	Professional References (10 Points)	Approach and Methodology (10 Points)	Value Added Services (5 Points)	Total Score (Max Score 100)
Marsh Minick, P.C.	24.2	19.5	24.3	8.3	8.7	3.5	**88.5**
FORVIS, LLP	24.2	16.3	24.2	9.7	9.2	4.2	**87.67**
BDO USA, P.C.	20.7	20	21.5	9	8.5	4.8	**84.5**
GHJ Advisors	23.3	17.9	20.3	8.7	7.7	4.3	**82.25**
McKenzie Forensic Auditors, Inc.	21.5	22	18.7	6.7	6.7	1.8	**77.33**
Engel & Engel, LLP	19	7.7	14.5	7.2	6.8	1.1	**56.25**

FISCAL IMPACT:

To be determined based on the firm selected and the number of Phases of fieldwork that Council authorizes.

ALTERNATIVES:

1. Select a firm from the three finalist firms previously interviewed by the City Council to enter into a contract for a forensic investigation of Treasury functions and any other areas of Council concern. (Staff will negotiate the agreement with the selected firm and bring to Council at the earliest regular City Council meeting possible.)
2. Provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Marsh_Minick_Proposal.pdf
2. FORVIS_Proposal.pdf
3. BDO_USA_Proposal.pdf
4. March 12 Workshop - Council Interviews.pdf
5. March 26 City Council Meeting - Finalists Presented To Council.pdf
6. September 10 City Council Meeting - Presentation of Internal Investigation Results.pdf

November 21, 2023

This Proposal is in response to the Request for Proposals ("RFP-23-040") by the City of Banning ("City") for Forensic Accounting and Investigation Services. This Proposal was prepared by Marsh Minick, P.C. a firm that specializes in forensic auditing ("Marsh Minick").

Scope and Work Summary Marsh Minick understands that the City is needing forensic audit services on the financial activity of the City's Treasury functions starting January 1, 2018 to June 30, 2023. The forensic audit proposal includes the following work:

- Phase 1: Examination of the City's Treasury functions, including primary revenue collection, to assess whether there are conditions and predicate to perform investigative services (Phase 2)
- Phase 2: Investigative services may be warranted for potential instances of mismanagement, fraud, waste, abuse, or other serious violation, depending on the outcome of (Phase 1) Examination of the City's Treasury Functions.
- Deliverables for the forensic audit will include and an immediate an oral briefing of findings and observations to the City Manager, City Council, and City Legal Counsel. Additionally, a fact-based report of findings that includes quantification of harm and evidence that substantiate the findings and observations. Recommendations will also be provided for improvements.

Best and Most Qualified Firm Marsh Minick is a specialized audit firm that solely practices forensic auditing and investigation service engagements. Our clients are government and publically funded agencies, including cities and other entities that are recipients of public funding. Marsh Minick's forensic audit team is highly qualified, capable and skilled in this field with over 20 years of experience. Forensic auditors each have advanced master's degrees in financial forensic, bachelor's degrees in accounting and management, and specialized credentials as fraud examiners and financial crime investigators (CFE and CFCI).

The firm's Principal owners personally render services. Marsh Minick provides nationwide services. We are a certified women owned small business. Marsh Minick are willing to enter into a contract under the terms and conditions prescribed by the RFP and sample agreement.

Your Point of Contact for Services is: Melisa Frick Minick, MS, CFE, CFCI
Email: melissa@marshminick.com, Phone: (971) 266-1846 in Pacific Standard Time

We entrust you will find this proposal informative. Thank you for your time and consideration.

Sincerely,

Marsh Minick, P.C.

Brand Marsh *Melissa Frick Minick*

VB-A: Proposal for Forensic Accounting and Investigation Services

Marsh Minick specializes in conducting forensic auditing and investigation services. Our approach is to be independent fraud examiners and financial crime investigators. We rely on fact-based evidence gathered during the forensic audit for the resulting findings. Marsh Minick conducts risk-based forensic audits, which will encompass all of the City's Treasury financial activities. The examination will target areas of concern where the greatest likelihood of risk and magnitude of problems may exist. Targeted risk-based forensic auditing is the superior approach as it focuses scrutiny into the most likely problem areas, delves into problem areas most worthy of forensic audit attention, and also maximizes efforts to achieve objectives.

Objectives and Scope of Work

The objectives of the forensic accounting and investigation services are to:

- Phase 1: Examination of the City's Treasury functions, including primary revenue collection, to assess whether there are conditions and predicate to perform investigative services (Phase 2)
    - General review the City's revenue transactions, deposits, financial system (NaviLine by Central Square) and banking activity for all Departments, Utility Authority, Successor to Former RDA, and other fiduciary and custodial funds
    - Cursory examination all Treasury financial activity for receiving, investing, and disbursing monies in accordance with state statutes
    - Basic assessment of information to substantiate transactions that have occurred in the City's Funds, such records or data about revenue deposited, collection logs and receipts, purchase orders, contracts, invoices, disbursements, approvals and authorizations, and other information that is identified
    - Preview governance documentation such as City Resolutions and Ordinances, policies, procedures, meeting agendas, meeting minutes and notes
    - Collection of other pertinent information for financials as warranted and identified during the examination, such as computerized files, emails, and formal memorandums
    - Performance of information gathering interviews with individuals who processed and oversaw financial controls in the City's Treasury, and other knowledgeable individuals such as figureheads, department heads, and subject-matter experts at the City
- Phase 2: Investigative services may be warranted for potential instances of mismanagement, fraud, waste, abuse, or other serious violation, depending on the outcome of (Phase 1) Examination of the City's Treasury Functions.
    - In-depth review of the City's financial activity and transactions that appear to have irregularities or inconsistencies
    - Risk-based examination that is focused on the areas of greatest risk and likelihood of potential wrongdoing to identify whether incidents exist of a particular scheme that may have caused harm
    - Forensic testing of transactions and information through investigative probing of the

area(s) of risk to reveal corroborating and consistency in results
    - Collection of additional pertinent information for financials as needed to support examination and forensic testing efforts, which will be based on the areas of risk
    - Performance of forensic and admission seeking interviews with individuals who may have direct first-hand knowledge or information about potential wrongdoing
- Deliverable for the forensic audit will include:
    - An immediate an oral briefing of findings and observations to the City Manager, City Council, and City Legal Counsel
    - A fact-based report of findings that includes quantification of harm and evidence that substantiate the findings and observations
    - Consulting and recommendations for improvement will be provided in an effort to prevent future reoccurring instances of problems
    - Availability for follow-up actions such as court testimony or law enforcement support

Predicate

The predicate for the forensic accounting and investigative services will be discussed with the City during the introductory meeting. Predicate for the forensic examination will involve a potential risk of financial loss or mishandling from known or suspected incidents or allegations of possible wrongdoing. Predicate can include situations where there is financial uncertainty, such as financial activity that does not seem to make sense; where there may be situations of financial reports out of balance, money is misplaced or missing, financials not fully or properly transacted, concerns about compliance, or other unusual activity or abnormality that causes suspicion.

Scope Period

The scope period is January 1, 2018 to June 30, 2023.

Forensic Audit Approach: Phases 1 and 2

The accounting and investigative approach from beginning to conclusion are as follows:

Planning & Information Gathering
Planning and introductory meetings to assess concerns, risks, and collect initial data readily available about the predicate and scope of work services
Request, obtain, collect, and review information from the City, including records, files, and data that is in paper-based and electronic-based formats; examples are financial system export, ledgers, and emails
Conduct interviews with individuals that may have first-hand information, including former and current City officials, employees, or contractors, and collect any information they may have additionally

Perform investigative inquiries in special access and public databases and online websites (such as the internet archive and social media posts); obtain information from other public entities as needed (such as FOIA); and locate other information retained external to the City (such as vendor and contractor files)
Assessment, Analysis and Testing *** May continue interviewing and information gathering as needed to complete analysis and tests**
Review governing, compliance, and risk related documents that require adherence, including City Resolutions, Ordinances, policies, procedures, agreements and contracts
Review financial and Fund data, accounts, ledgers, transactions, reports, management and operational records, and other identified supporting communications, information, data, and documentation that is generated during the handling of financials at the City
Perform forensic analysis and evidence-based testing of the totality of information gathered to identify instances of errors, possible non-compliance, and if there are any suspicious transactions that may be fraud, waste, abuse, misconduct, other wrongdoing, or mismanagement
Deliverables
Report of Findings that is comprehensive about the major incidents or problem areas, calculation of the dollar amount of financial impacts, quantification and extent of the findings, and fact-based evidence
Recommendations for improvement based on problem incidents and areas from the report of findings
Report of Findings and Recommendations will be provided on a USB drive and will include a digital recorded video of an oral summary of the results
Verbal debrief or summary of the Report of Findings through a live virtual or in person meeting, or present in a City Council Meeting

Approach: Planning and Information Gathering

Marsh Minick will begin the forensic audit with an introductory meeting held with the City contact person(s) and other key individuals. The agenda for the introductory meetings will include a discussion about predicate, specific goals, areas of interest and concern, review of the approach and timeline, and any other important information at the onset of the forensic audit.

Marsh Minick will perform onsite information gathering at the City offices and information gathering can be performed from Marsh Minick offices and done remotely. How the information is gathered, whether onsite or remotely, will be based upon the availability and condition of records, as well as City staff effort and availability capacities. Marsh Minick will provide an information request checklist to begin gathering documents, records, and data. The anticipated information to be requested and collected on the checklist will be necessary to perform a lookback at financial system Funds and accounts, statements, financial records, meetings minutes, and other relevant documentation that occurred in the scope period.

Additionally, governance documentation will be requested such as applicable Resolutions and Ordinances, along with other pertinent information like contracts.

Marsh Minick will perform interviews with select individuals that have first-hand information that is relevant to the forensic audit, which may include current and former Board members, Officials, Department heads, employees, individuals responsible for financial management, contractors, and/or individuals with relevant information or allegations. Additional information will be gathered as needed from websites, such as the City website, public databases of information, or investigative queries.

Approach: Assessment, Analysis, and Testing

Marsh Minick will review and analyze the information gathered and perform forensic audit testing that is specific and customized for the City's situation. Forensic analysis and tests will reveal the validity and accuracy of financial records, and allow Marsh Minick to examine transactions for the risk of financial misconduct or fraud. There will also be an evaluation of governance, compliance, and risk practices that will reveal the root cause and reason behind the financial issues.

During the Forensic Examination phase, Marsh Minick will review and analyze the information gathered and perform forensic audit testing that is specific and customized for the City's situation. Forensic analysis and tests will be planned and devised specifically to examine fraud risks, allegations, complaints, grievances, and problem areas. The forensic analysis and tests will be fact-based on the evidence, and results will reveal the validity and accuracy of financials. Marsh Minick will investigate financial activity that may be caused by noncompliance, mismanagement, misconduct, waste, abuse or fraud. The evidence examined will reveal the causes of the problem(s), and the forensic analysis and testing will quantify the magnitude and impact of any suspicious activity detected. Forensic examination may include, but is not limited to:

- Perform risk-based forensic testing where the greatest likelihood of fraud risk is expected.
- Perform tests with compliance of contractual obligations and agreements to financial transactions.
- Perform tests on Fund transactions and financial records, including, revenue and disbursements, bank and financial institution information.
- Perform tests based on the abnormalities, incidents, and allegations that predicated the forensic audit, such as accusations identified during information gathering.

Approach: Deliverables

Marsh Minick will prepare an extensive concluding fact-based report that details the findings that forensic auditors have determined are reportable and will include supporting evidence within the report. The findings will be quantified to reveal the extent of problems, such as frequency of problem instances, and calculation financial impact. Additionally, the findings will reveal the causes of the problems and identify individuals and organizations that appeared to be the wrongdoers. Marsh Minick delivers the findings report electronically, and will not print report(s) unless there is a specific request by the City for printing/shipping. Recommendations, verbal summary or debrief are provided.

Communications

There will be a status report provided by Marsh Minick every two weeks to communicate the audit's progress. The status report will detail progress and upcoming activities, preliminary information and findings when possible, and project financial updates. The status report will go to the forensic audit point of contact(s), and may also include a telephone or virtual meeting as needed.

Marsh Minick is cognizant that a forensic audit may feel like an annoyance; therefore, the audit team commits to working independently with minimal disruptions as possible. If an issue arises, Marsh Minick will immediately reach out to the City and make suggestions for resolution.

Timeline

Marsh Minick has prepared a project schedule to complete the work services.

Phases	January 2024	February 2024	March 2024	April 2024	May 2024
Phase 1					
Phase 2					
Deliverables					

VB-B to E: Company Information, Personnel, Disclosure, Experience & Reference

Firm Profile

Marsh Minick, P.C. specializes in forensic auditing, internal control evaluations, risk and compliance assessments, and financial investigation consulting for governmental and publicly funded agencies.

Marsh Minick has one office and is domiciled in Portland, Oregon and provides nationwide services. Work is performed from our office, and at the client's worksite when needed, which will be determined at the onset of the engagement. We are an Oregon registered women business enterprise, emerging small business, and disadvantaged business enterprise (COBID #10212) company; additionally we are certified by the federal government for being a women-owned small business.

About Marsh Minick, P.C.

Forensic auditing services are personally rendered and delivered by the firm's principal owners, Brandi Marsh and Melissa Frick Minick. Resumes are included at the conclusion of this proposal.

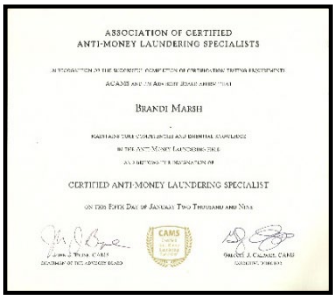
The auditors were professionally trained in this field together and have been working as a team for 20 years' (since 2003) performing financial forensics. The firm, Marsh Minick, P.C., was formed in 2013 and the practice was established in 2015. Marsh Minick are an effective auditing team because of working so closely in partnership for so long, and are skilled forensic auditors with a track record of completing highly complex forensic audit services.

The principal owners are the sole practitioners at Marsh Minick with the support of one administrative professional. The practitioners have earned the following certifications:

- Association of Certified Fraud Examiners (CFE)
- International Association of Financial Crime Investigators (CFCI)
- Association of Certified Anti-Money Laundering Specialists (CAMS)
- Department of Justice, Federal Bureau of Investigations (FBI) Citizens Academy













The principal owners at Marsh Minick each hold educational Degrees in the following:

Brandi Marsh, MS, CAMS, CFE, CFCI

- Bachelor's in Accounting, Eastern Oregon University, La Grande, OR
- Master's in Fraud and Forensics (GPA 4.0), Carlow University, Pittsburgh, PA

Melissa Frick Minick, MS, CFE, CFCI

- Bachelor's in Business, Eastern Oregon University, La Grande, OR
- Master's in Fraud and Forensics (GPA 3.97), Carlow University, Pittsburgh, PA

Copies of degrees and transcripts are available upon request.

Firm and Personnel Experiences

Marsh Minick is experienced with conducting forensic auditing, risk and compliance services for government entities and publicly-funded organizations. Marsh Minick has performed forensic audits in the past under high pressure and scrutiny by the public, and which affects public programs, officials and employees. We have experience forensic auditing when there is financial mismanagement, waste, abuse, and financial crimes that have occurred. Marsh Minick's forensic audits always start with a predicate, such as situations where amounts of funds are unknown, uncertain, lacking transparency, missing, unaccounted for, wrongly tracked, out of balance, underperforming, or allegations of suspicious activity when money is misused or stolen.

Audits previously conducted by Marsh Minick normally involve complex financials that require forensic review, analysis, testing, verification, reconstruction and recalculation of transactions, accounts, statements, and other financial documentation. In many cases, Marsh Minick must utilize investigative techniques to obtain, locate and recover lost and destroyed records, and originals of manipulated financial documentation. Marsh Minick evaluates governance, compliance, risk and controls for functionality and effectiveness as part of forensic audits, which provides the root cause and reasons for how the situation came about leading to the examination. Typically Marsh Minick discovers during audits that there are conflicts among parties, such as oversight bodies, public officials and employees that includes disagreements, grievances, allegations, and political motivations, which Marsh Minick works through those obstacles to get all tasks completed.

Throughout forensic audits we have conducted in the past, Marsh Minick communicates with the contact person and provides a status report every-two-weeks that details progress and upcoming activities, preliminary information and findings when possible, and project financial updates.

Deliverables are always a fact-based report of findings that contains all auditing procedures performed, forensic testing and analysis results, and reconstruction of critical financials. Additional deliverables are recommendations for improvement that are meaningful and practical to implement, and a video containing an oral summary of the results and deliverables.

List of Former Clients and Samples of Prior Audit Reports

Marsh Minick's prior work services have been trusted by all forms of government entities and agencies, and organizations receiving public-funding. To demonstrate Marsh Minick's firm knowledge and experience, a select list of former and current clients is provided, along with a description of the work performed. Marsh Minick has completed similar work services in the past as being proposed for the City, including having performed services pertaining to the following highlighted in the client list:

- Forensic auditing
- Examinations and evaluations of documents, records, and data
- Financial forensics of funds, income, grants and endowments
- Reconstruction and validation of financials and accounting funds
- Governance, risk, compliance, and control assessments
- Services previously performed in similar scope or relatable topic

Samples of reports and other deliverable materials previously completed by Marsh Minick have been published online by past governmental clients and/or news media. Most of Marsh Minick's concluding reports are thorough often approximately 100 pages in length, encompassing the audit procedures, analysis and test findings, reconstruction of financials, and recommendations. Marsh Minick requests the City review the online samples of past work provided in the links below as part of the evaluation of our qualifications. Two references are provided below. If additional references are needed, please feel free to contact Marsh Minick.

Type of Client	Examples of Past and Present Forensic and Audit Work Services Performed
Housing Authorities	Washoe Housing Authority - Washoe Tribe of Nevada and California Forensic Audit of the Housing Authority funds from federal block grants, HUD grants, and capital investment project funds endowed for construction projects and maintenance of Tribal community residential housing. Forensic testing was complex because of the multitude of grant drawdowns and regulatory compliance and legal stipulations for financial expenditures. There was a risk and controls assessment performed as part of the examination. Findings were that $5.4 to $6.6 million dollars in funding was mismanaged, which should have gone towards public housing development and construction. There was abuse of power and nepotism pertaining to construction contracts to build public housing. Findings were delivered to the Board of the Housing Authority, as well as Tribal Council for the Tribal Community. Improvement after the forensic audit was transparency to the community, and Tribal fulfillment of regulatory requirements for accepting and spending federal money.
	Hazlehurst Housing Authority for the City of Hazlehurst, Mississippi Forensic Audit of the public Housing Authority financials including rent receipts from tenants, funds endowed by City, and HUD grants. Significant and critical financial records and documents had been intentionally manipulated and destroyed to cover-up stealing by the Executive Director. Forensic audit required locating and reconstructing financial records in alternative methods, such as contacting vendors and credit card companies for statements and invoices, forcing a password reset on the Executive Director's computer files and emails, obtaining financial records previously provided to other auditors and regulatory agencies. The financial impact discovered by the forensic audit findings was $748,500 had been mismanaged and also stolen through embezzlement by the Executive Director for personal purchases. The U.S. HUD and DOJ convicted the Executive Director in federal court for stealing over $50,000. . News about the Criminal Conviction by the US DOJ and HUD: https://www.justice.gov/usao-sdms/pr/former-housing-authority-director-pleads-guilty-stealing-federal-funds
	Cascadia Housing, Inc. (Cascadia Behavioral Healthcare Housing Resources), Portland, Oregon Forensic Audit of the public Housing and Properties financials after fraudulent transactions had been discovered in their Yardi Account, which was an account only to be used for depositing rent payments from tenants of the public housing units. Performed information gathering of bank account records and financial system data, along with examination of transactions flagged as fraudulent. Conducted interviews with Housing staff and management familiar with the public housing unit and financial processes, including the Agency's Financial Controller of funds. Identified that one of the tenants residing in the public housing unit has used the account's routing and account number to make fraudulent purchases online for precious metals and jewelry (gold and diamonds). Prepared a written report for the Housing management to report the incident to HUD and state and local grant programs administrators related to the financial losses and transactions, as well as internal control conditions that led to the delayed identification of the fraud, and recommendations for improvement. Coordinated the Housing Authority police report and investigation by Portland Police Financial Crimes Unit.
City Governments	City of Portland's Office of Community and Civic Life Forensic Audit of a Neighborhood District that Marsh Minick discovered had mismanaged $179k of public money granted by the City and through public endowments for residential and

	commercial community services. The publicly funded Neighborhood District also had federal Paycheck Payment Protection Act (PPP) funds received as part of the COVID relief and pandemic. Forensic audit included examination of financial records, board records about meetings, interviews with board and community members, and a financial controls evaluation of the District. The audit revealed fraud had occurred, and there was continuous problems administrating public funding services as obligated and non-compliance. Findings led to the City Council and Commissioner in charge of Civic Life to redirect public funding for more effective community services and programs. Report to the City: https://www.opb.org/pdf/Forensic%20Audit%20of%20SWNI_1605822641636.pdf
	City of Pontiac, Michigan (Reference #1) Forensic Audit of the entire citywide financials following allegations of wrongdoing by the former Mayor, Finance Director, and Executive Office staff. After a thorough examination the result was $1.627 million impact with evidence of apparent fraudulent use of grant funds, including personal travel, and abuse of power over financials, such as mishandling of contracts, improper invoicing and payments to contractors, and campaign finance violations of law. There was willful non-compliance of contracts and misconduct by the former Mayor, and the Finance Director's termination followed the forensic audit results. Report to the City: https://www.theoaklandpress.com/wp-content/uploads/2022/08/Forensic-Audit-Findings-Report-and-Recommendations-City-of-Pontiac-Reduced-1.pdf City Council Video of Forensic Audit Results on 8-4-22 (segment starts at 29 minutes): https://youtu.be/YpkpatFq2no
	City of Seattle's Treasury Department Fraud Risk Assessment and Internal Controls Evaluation after cash was missing from the City's Treasury vault and cash handling procedures were not being followed. Performed onsite inspection and review of governance and processes. Recommended multiple improvements to the City's Treasury operations by improving measures and practices to secure public money.
	Teacher's Retirement System of the City of New York Fraud Risk Assessment and Internal Controls Evaluation of the public pension and retirement funds from City public school and university teachers. Performed surveys and interviews, and determined risk likelihood, significance, and control measures. Recommended improvements to the City's processes, revised policies and procedures, and delivered training about risk and compliance matters to City employees administrating pension and retirement funds.
County Governments	Pulaski County Court for Yorkwood Recreational District, Arkansas Forensic Audit ordered by the County Court of a publicly funded community facility in Yorkwood Recreational District. The pool, pool house, tennis court, playground equipment, and local park had been in disrepair and not operable. Findings were that over $50,000 in publicly endowed funds were supposed to be expended on a capital construction project to fix and rebuild the facilities, but the District's Board had hired and paid non-licensed construction contractors who stole the money and never performed construction work on the facilities. A Board member had been also discovered to have been embezzling funds for "mowing" and other community

	services that they did not actually perform at the facility. Fulfilled the court order by a judge in the County for public transparency and community awareness of the District's financial situation as a result of the financial mismanagement and fraud losses.
	Karnes County Judge, California (Reference #2) Forensic Audit of the financials for all County offices, which were being handled by the County Treasurer and County Auditor's Offices. The examination included highly complex financial reconstruction and recalculation of numerous county funds and investments, including oil and gas. Findings were that $39 million of County funds and investments had been mismanaged, compliance and risk controls were not functional. Improved transparency of financial affairs, and provided recommendations and guidance for how to remediate issues.
	Saline County Board, Illinois Forensic Audit of County Clerk and Recorder's Office regarding financial mismanagement of public funds from County income from services and taxes. Forensic audit included a risk assessment. Findings included misappropriation of all County funds. There was highly complex taxation, fund, and financial movements that was examined as part of this audit. Improved transparency for financial affairs at the County. Report to the County Board: https://thesouthern.com/view-the-full-forensic-audit-of-saline-county-clerks-office/pdf_ea6de65e-2f06-53ab-88bd-61e775356bec.html
State Government	Oregon Secretary of State's Audit Division Fraud Investigation of State's Business Energy Tax Credit Program, which was administrated by the Oregon Department of Energy. A highly complex examination to validate, verify, and reconstruct financials for 4,000 renewable energy projects in a $2.4 billion dollar tax credit program. Conducted interviews of over 40 individuals. Findings were that $347 million dollars in projects that had concerning financials. Recommendations were implemented by the State in phases. Additionally, there was a criminal conviction for fraud and conspiracy. Report to the Secretary of State: http://media.oregonlive.com/politics_impact/other/20160907165604113[5].pdf Report to the Department of Justice: http://media.oregonlive.com/business_impact/other/ODOJ%20report.pdf News about the Criminal Conviction: https://www.justice.gov/usao-or/pr/seattle-man-pleads-guilty-fraud-conspiracy-involving-former-oregon-department-energy
Federal Government	U.S. Department of the Treasury – Office of the Comptroller of Currency Anti-Money Laundering Bank Examinations of financial institutions nationwide to oversee compliance with financial regulations. Engage with Bank executives and senior managers to obtain financial documentation and perform interviews. Conduct risk and compliance testing, and other financial forensics necessary to make findings. Provide the US Treasury Examination Supervisor in Charge with a written summary of findings. Meet with Examination team and Bank executives and senior management as needed to explain results of findings.

References

Prior Experience Reference #1	
Name	City of Pontiac, Michigan Mr. Khalfani Stephens, Deputy Mayor kstephens@pontiac.mi.us
Address	Pontiac City Hall 47450 Woodward Ave, Pontiac, MI 48342
Time period services provided	May 2022 – August 2022

Prior Experience Reference #2	
Company Name	Karnes County, California Honorable Judge Wade Hedtke wade.hedtke@co.karnes.CA.us
Company Address	101 North Panna Maria Ave, Suite #101, Karnes City, CA 78118
Time period services provided	October 2019 – February 2020

Standards

Marsh Minick will perform the audits aligned to Generally Accepted Government Auditing Standards (GAGAS) for forensic auditing. Additionally, Marsh Minick will follow the Association of Certified Fraud Examination (ACFE) methodology for forensic examination. Marsh Minick will first begin by gathering and examining general information, and then narrow down focus to risk and problem areas by gathering more specific information to scrutinize through examination. This forensic audit examination methodology is based on empirical science of observation and experimentation of evidence. Marsh Minick will perform fact-checking of evidence that is forensically examined, such as validate the same document from more than one source, or by repeatedly probing a problem area to experiment whether the results are consistently drawn to form a conclusion (finding). When forensic auditors determine it is sensible, reasonable, and possible, Marsh Minick will perform statistically significant forensic testing of data to achieve 90% to 98% confidence levels, with a 2-10% margin of error.

Disclosure: Conflicts of Interest – Independence Statement

Marsh Minick is independent firm with no business or personal dealings in the City of Banning or with the State of California; therefore, Marsh Minick is free from any conflicts of interest and will maintain independence free from any influence and conflicts aligned with government audit standards.

VC: Price Proposal for Services Outlined

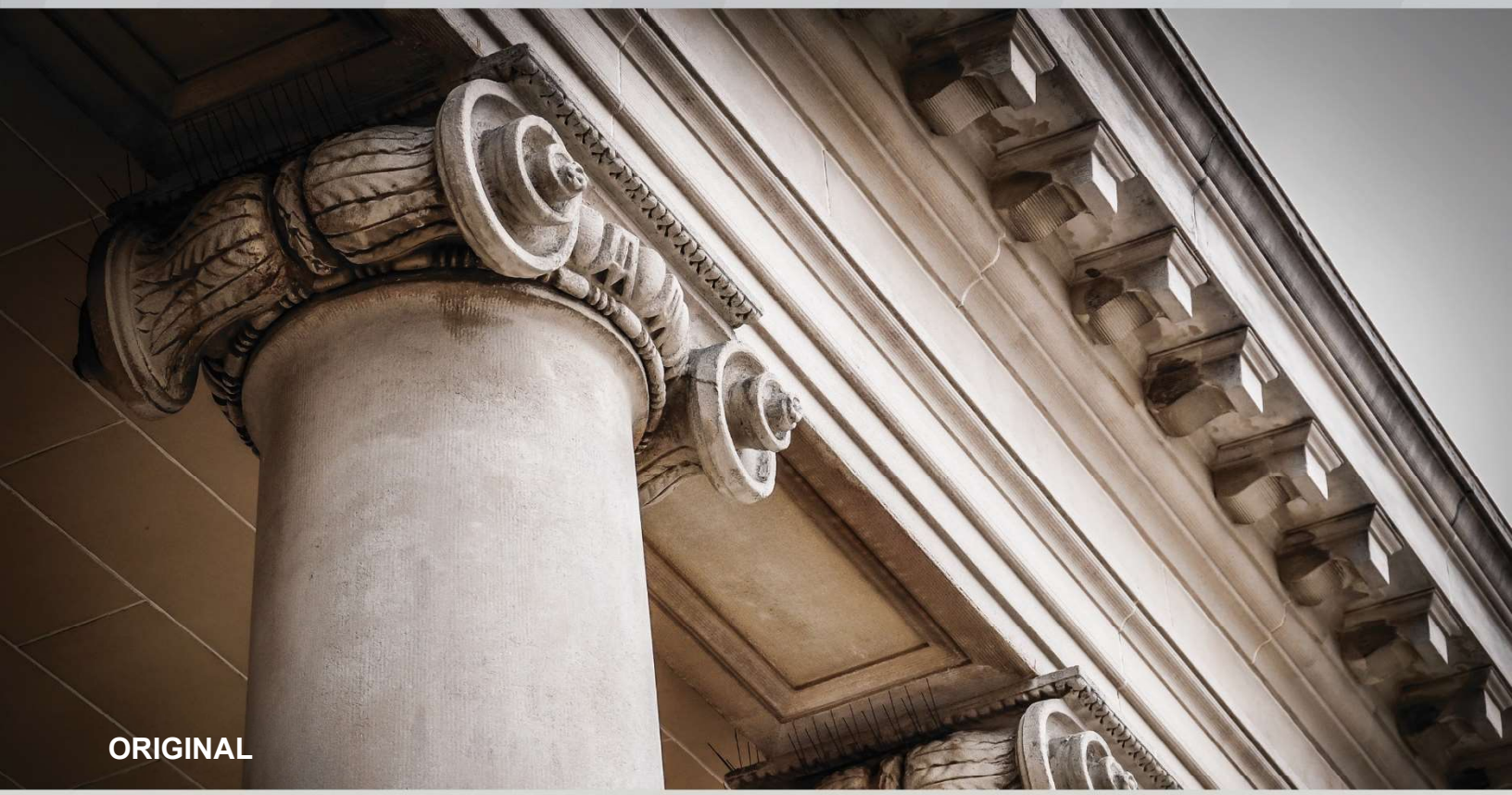
The all-inclusive maximum price of all indirect and direct costs is $304,000, discounted from the $368,000 calculated on the provided Pricing Form. The breakdown of those costs is as follows:

- Marsh Minick's firm hourly rates are $250 for forensic auditing services and $75 for administrative services.
- Phase 1: The anticipated effort is expected to be upwards of 960 forensic auditing hours and 480 administrative hours.
- Phase 2: The anticipated effort is expected to be upwards of 320 forensic auditing hours and 160 administrative hours.
- There will be two (2) Forensic Auditors/Investigators and one (1) Administrative Assistant assigned full-time and dedicated for all four (4) months of services to the City
- Investigative database or public information queries
- Printing and shipping (only if requested by the City)
- USB, CD, or external storage devices
- Travel necessary to fulfill services, include transportation, lodging, mileage, meals and incidentals (M&I) that are aligned with GS&A and IRS rates for location
- Any other expenses and costs that arise to fulfill services
- All services and costs are billed monthly due date net 30 days
- Any consulting services following the forensic audit for law enforcement or court support would be billed following the firms rates and pricing stated above

FORVIS®

V.A COVER LETTER

Citywide Forensic Accounting and Investigation Services
RFP-23-040



Submitted by FORVIS, LLP

A proposal for:

City of Banning

Primary Contact
Rand Gambrell, CPA, ABV, CFE, CFF
Managing Director
Phone: 303.837.3594
Email: rand.gambrell@forvis.com

Secondary Contact
Christie Clements, CISA®, CRMA®
Managing Director
Phone: 317.383.4037
Email: christie.clements@forvis.com

FORVIS is a trademark of FORVIS, LLP, registered with the U.S. Patent and Trademark Office

V.A Cover Letter

77 West University Drive / Mesa, AZ 85201
P 480.834.8030 / **F** 480.644.9877
forvis.com

November 28, 2023

Ms. Barbara Mason
Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Dear Ms. Mason:

City of Banning (City) is no stranger to the complex challenges that come with serving the public. Constant regulatory updates and budgetary constraints are just a few of the issues the City has to address as you work to satisfy demand for your services and citizen needs. Navigating this environment can be difficult without a professional services firm with extensive public sector experience to provide helpful guidance and tools you require. **FORVIS** is here to help.

We have reviewed all elements of the RFP and we understand the City's request for forensic accounting and investigative services related to all activity of the City's Treasury functions and stand ready to proceed according to your 4 month timeline.

FORVIS, a new firm combining two established track records of specialized accounting and consulting experience, can provide the City with the service-specific insight and knowledge you deserve. While forensic accounting and investigation services often look alike on paper, the quality and efficiency of the process, timing, and reporting can vary among providers. To the City, FORVIS forensic accounting services can mean the difference between a check-the-box approach and a service process tailored to your specific needs that delivers additional value and proactive advice. Your proposed engagement team has experience working with municipalities and knows they require an understanding of a number of accounting and reporting nuances. We have the experience to help you navigate a complex forensic accounting and investigative project.

Proposed Services for the City

The City has requested information and a fee quote for the following professional services:

- Forensic investigation and accounting procedures as necessary to identify, investigate, trace, examine, and quantify all identified abnormal financial activity relating to receipts or disbursements, including tax receipts and distributions for the period January 1, 2018, through June 30, 2023.

Please see **A. Statement of Understanding and Approach** for detailed explanations of our financial accounting and related service approaches.

FORVIS is a trademark of FORVIS, LLP, registered with the U.S. Patent and Trademark Office.

The FORVIS Difference

Being a top 10 public accounting and professional firm matters, but more so does our commitment to client service and a forward-thinking mindset focused on innovation. We prioritize investing in new technologies to help clients navigate forensic accounting and assessment developments, and we foster a dynamic culture of leadership and professional development. This means the City can work with a forensic investigation and accounting-focused team driven by our forward vision to help you succeed today while helping the City prepare for the future.

Here's what sets us apart:

- We will assemble an integrated team of forensic and internal audit/control specialists to address the unique risks and requirements of the City. We will combine our forensic, data analytics, internal control, and public sector experience into a customized approach to your assessment.
- FORVIS' internal control, forensics, and data analytics team has extensive experience working with state and local governments, assisting our clients in identifying internal control weaknesses and helping detect transactions indicative of potential fraud and abuse. FORVIS takes a proactive approach, assisting clients in strengthening internal deficiencies to help reduce fraud risks.
- FORVIS' integrated team will include professionals with significant litigation support and testimony experience, providing a seamless transition into dispute consulting should fraudulent transactions and activity be identified.

With a forward vision that drives our Unmatched Client Experiences, FORVIS is driven by a commitment to anticipate what's ahead so that our clients are ready to thrive when it arrives.

Our acceptance of this engagement is subject to completion of our normal client acceptance procedures. Upon acceptance, FORVIS agrees to enter into a mutually agreed upon contract with the City, for the engagement.

We believe our proposal will help you select our firm for efficient and objective services delivered by experienced professionals. FORVIS' single point of contact for the City is Rand Gambrell. Please refer to the signature below for Mr. Gambrell's contact information.

Respectfully Presented,





Rand Gambrell, CPA, ABV, CFE, CFF
Managing Director
303.837.3594
rand.gambrell@forvis.com

Christie Clements, CISA®, CRMA®
Managing Director
317.383.4037
christie.clements@forvis.com

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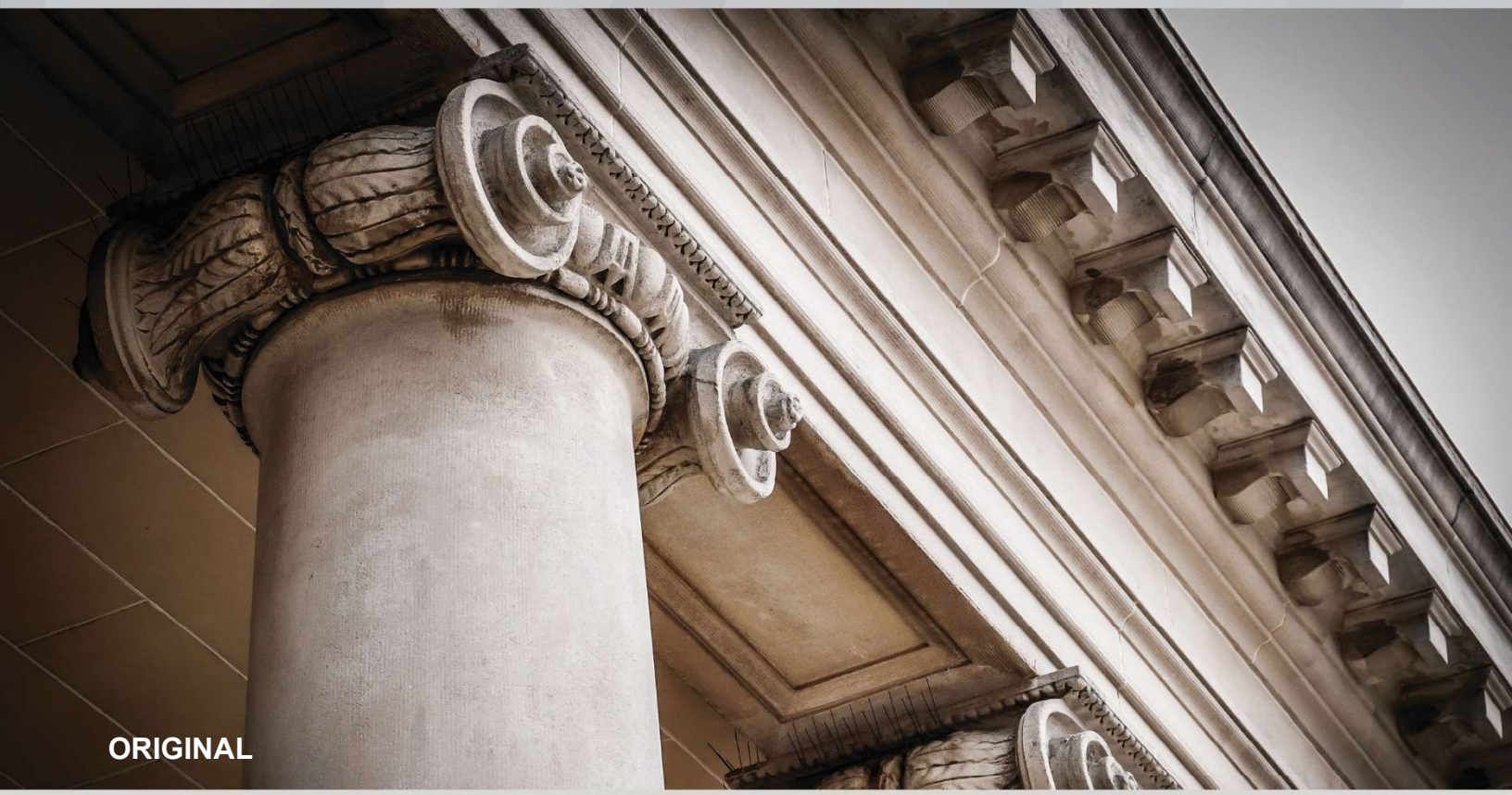
FORVIS®

V.B PROPOSAL

Citywide Forensic Accounting and Investigation Services
RFP-23-040



Submitted by FORVIS, LLP

A proposal for:

City of Banning

Primary Contact
Rand Gambrell, CPA, ABV, CFE, CFF
Managing Director
Phone: 303.837.3594
Email: rand.gambrell@forvis.com

Secondary Contact
Christie Clements, CISA®, CRMA®
Managing Director
Phone: 317.383.4037
Email: christie.clements@forvis.com

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For your convenience, we have structured our proposal according to the requirements in your RFP. We believe our proposal will demonstrate our qualifications to serve the City.

INFORMATION CONTAINED IN FORVIS' RFP RESPONSE, WHICH IT ASSERTS AS CONFIDENTIAL, IS EITHER BUSINESS AND/OR PROPRIETARY TRADE SECRET INFORMATION NOT SUBJECT TO DISCLOSURE AS SET FORTH IN THE STATE OF CALIFORNIA PUBLIC RECORDS ACT. SUCH CONFIDENTIAL INFORMATION HAS INDEPENDENT ECONOMIC VALUE TO FORVIS, IS NOT REASONABLY ASCERTAINABLE BY THIRD PARTIES, AND IS THE SUBJECT OF REASONABLE EFFORTS BY FORVIS TO MAINTAIN ITS SECRECY AND/OR CONFIDENTIALITY. SUCH INFORMATION IN THIS PROPOSAL SHALL BE DESIGNATED WITH THE WORD "CONFIDENTIAL."

Our acceptance of this engagement is subject to completion of our normal client acceptance procedures. Upon acceptance, the actual terms of our engagement will be documented in a separate letter to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, without FORVIS' prior written approval. All information in this proposal is as of June 1, 2023, including projected statistics for FORVIS, unless otherwise noted.

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V.B Proposal

A. Statement of Understanding and Approach

Implementation Plan

i. Method

Our forensic services are provided under the AICPA's Statement of Standards for Forensic Services. To ensure compliance, we have a standardized engagement review and approval system. Our forensic engagements are led by, and primarily staffed with, professionals holding their Certified Fraud Examiner and/or Certified in Financial Forensics credential. Our engagement leaders scope engagements based on functional areas to be analyzed and procedures responsive to common fraud schemes in the relevant areas. Given our history and success in implementing data analytics in our forensic services, data analytics will be utilized in the assessment phase to increase the effectiveness and efficiency of our procedures. **Staff analysis is reviewed by an experienced** forensic **professional to ensure procedures are thoroughly and correctly implemented and to determine if additional procedures are necessary given the results of the analysis.**

We will communicate with the City on a mutually agreed upon basis to keep relevant stakeholders informed of our findings. At the conclusion of our services, we will provide a written report with detailed exhibits to support our findings. All draft and final deliverables and reports are reviewed by the lead engagement executive on the project as well as a qualified and experienced forensic specialist not assigned to the project. This second reading is a quality control measure to determine that we have followed required standards and that our findings and recommendations are appropriately supported by our analysis, exhibits and documentation. Our reports and exhibits are routinely used in legal proceedings and would be the basis for any expert testimony we provide.

In addition, as part of our commitment to remaining at the forefront of the public sector, leaders across our national governmental practice meet regularly to discuss important developments, legislative updates, and challenges affecting governmental entities similar to the City. In addition, our public sector involvement has enabled us to establish connections with numerous regulatory and auditing organizations, including:

- American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center, as a member
- Government Finance Officers Association (GFOA)
- Governmental Accounting Standards Board (GASB)
- Office of Management and Budget (OMB)
- U.S. Government Accountability Office

We look forward to communicating fraud awareness and identification practices and forward-looking strategies to help the City thoughtfully consider the areas important to fulfilling your fiduciary responsibilities.

Approach to Understanding Internal Controls

Our assessment will start with understanding your operations and the design of your controls. This helps create an effective and efficient assessment process. When performing the first phase of the assessment, our focus will be on understanding various operations, the related controls, and performing other discovery procedures to develop and focus the approach of subsequent phases. During the discovery phase, we intend to identify and use several data sources to inform us of historical trends, data points, and potential operational issues.

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Our first objective is to identify those resources that might advance our understanding without extra effort on the City's part. If you have documentation of your organizational structure, control environment (including technology), and the controls you have in place, along with any testing of those controls, we can often just read and supplement that information as needed. Even when clients have effective controls, their documentation is often limited, so additional effort may be required. When starting with limited documentation, we will:

- Perform a risk assessment of the Treasury function using financial information and other key reports to identify the relevant areas for documenting our understanding and related testing; while we want to understand your operations, it isn't necessary for us to document every control, particularly when a control is not related to a significant assessment area
- Ask you to complete industry-specific questionnaires that summarize your control structure; you might complete these forms directly or we may interview you to guide the process, or some combination of both; this process includes understanding your information system and related controls
- Identify who performs or can perform control activities; we can use industry-based assignment of duties forms to capture those assignments
- Assess and/or identify key controls you have in place for significant areas of risk; we will look for gaps in your design and potential overlapping assignments of duties that could or should be segregated
- Perform limited tests of design effectiveness of control activities; these tests will help us evaluate whether our documentation matches the activities occurring
- Consider extended tests of controls; in some cases, your information may be so complex or voluminous that extended control testing is needed to rely on your control and reduce other substantive testing
- Summarize recommendations for your consideration; for minor deficiencies or suggestions, we may discuss changes during our assessment; for others, including significant deficiencies or material weaknesses, we will prepare written recommendations for your consideration
- In periods following our this initial phase of our assessment, the majority of our understanding and documentation will be complete; going forward, we focus on changes that have occurred and continue performing tests of design effectiveness or expanded testing to evaluate whether control design has remained the same

ii. Methodology

FORVIS' forensic accounting project will be organized as follows:

1. Gathering background information and planning.
2. Identification and analysis of internal controls and related risks
3. Interviews
4. Forensic analysis, including data analytics and transaction testing
5. Reporting to the City and status updates

At the beginning of our engagement, and as part of the engagement planning process, we will meet with key City personnel to establish an engagement timeline. This timeline will identify the timing of status update meetings, as well as the timing for engagement deliverables (draft reports, final report, etc.).

Issues Management

FORVIS understands projects may encounter challenges as they progress, and we believe the key to resolving them is to identify potential issues as early as possible, so appropriate resources can be allocated. Our team will work with your senior management in resolving issues that could potentially affect the timeline of our analysis or budget. Note the City will be responsible for providing access to the information, data, and systems necessary to perform our analysis. In addition, the City

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will designate an individual with the necessary authority to be our point of contact to assist with any access problems. In the event our access is hindered, we will stop work until the necessary access is provided.

Timeliness of Service & Quality of Deliverables

We are committed to providing our clients with high quality deliverables, as well as prompt responses to their requests, efficient resolution of issues and concerns, and on-time delivery based on agreed-upon completion schedules. We believe planning is key to performing work in an efficient and cost-effective manner. We perform effective project planning to help confirm our understanding of the scope, objectives of each task, and agreed-upon deliverables. We select staff with appropriate experience and training and prepare budgets to align with required tasks. The number of staff in the field at any time will be dependent on the procedures being performed. In addition, other than interviews which will be performed in-person, many of our forensic and analytical procedures can be performed remotely once the necessary data is provided. FORVIS will work with the City to coordinate on-site work to help reduce disruption to the City's operations.

iii. Project Management and Implementation Strategies

Our project management delivery methodology is aligned with key principles and processes from the Project Management Institute, Inc.'s (PMI), *Project Management Body of Knowledge*® (PMBOK®) Guide and standards. This framework is based on the concept of accountability and effective collaboration and uses management tools and quality control processes, such as work breakdown structure (WBS) templates, checklists, and performance metrics. We believe following these principles enables FORVIS to standardize our methodology and the approach we will apply to lines of effort.

Client Satisfaction

It may sound simplistic, but we believe the best way to know how we're doing is by simply asking our clients. We routinely seek input from our clients during our services through establishing a timeline of meetings to keep stakeholders apprised of our progress and findings, and to solicit feedback on our services and the manner in which we provide them. However, at FORVIS, client satisfaction expands well beyond individual engagement teams. Leaders of the firm routinely visit clients to monitor their satisfaction with our services, including managing partners, national industry partners and C-Suite executives. We also monitor client satisfaction by periodically issuing client satisfaction surveys, the results of which have generally been positive.

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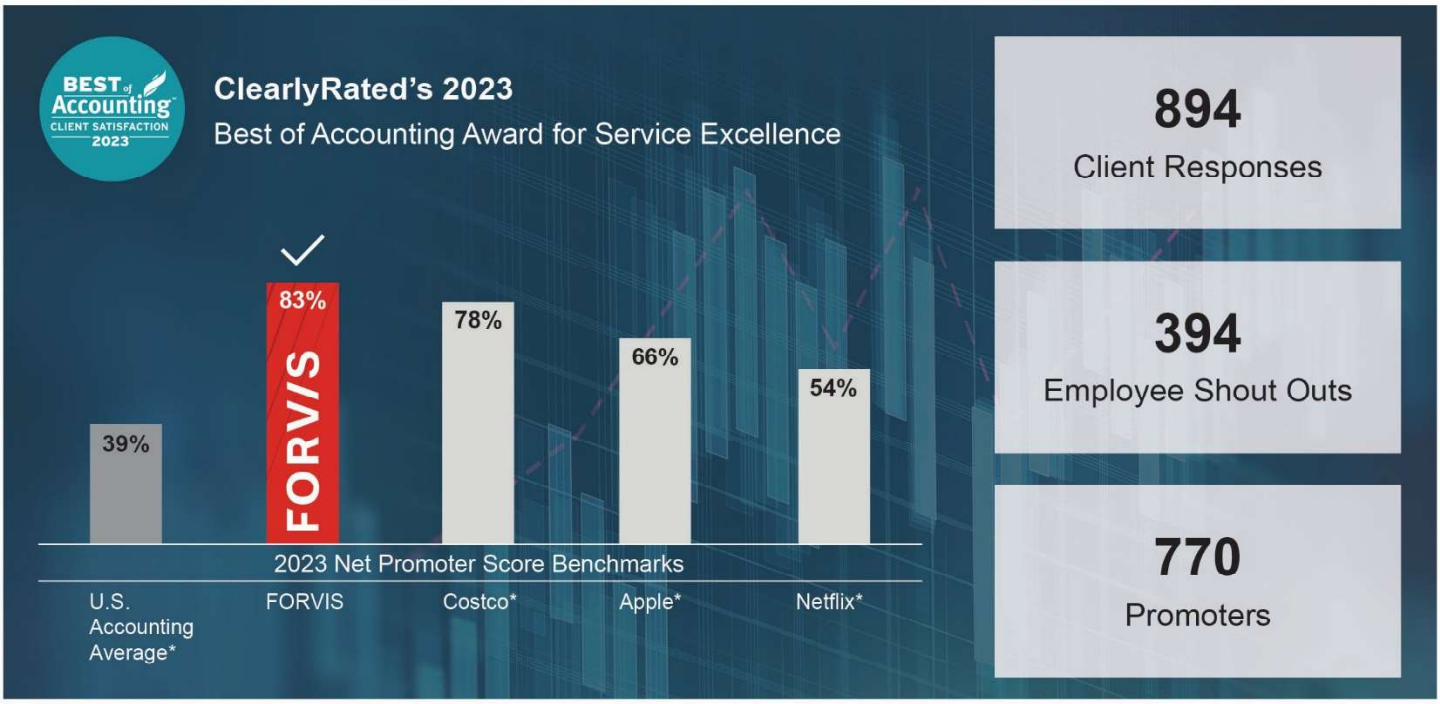
Unmatched Client Experience: Proven Results

Our firm is committed to delivering Unmatched Client Experiences through exceptional quality and client service. In 2023, FORVIS won ClearlyRated's Best of Accounting Award for Service Excellence. ClearlyRated utilizes a Net Promoter® Score (NPS®) to determine the results. NPS is a simple metric based on a survey question that asks your clients how likely they are to recommend your firm to a friend or colleague on a numeric scale of 0 - 10. Below, we have shared statistics regarding FORVIS' NPS and comparable scores from other leading brands and our industry.



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*ClearlyRated's FORVIS – August 2022 Client Survey - Summary Report

In addition, as evidenced by our recognition in the INSIDE Public Accounting 2023 IPA Best of the Best list, FORVIS offers value through a strong, reputable network of support and resources. Our national coverage benefits our clients, our people, and the market of the future as we focus on our commitment to deliver Unmatched Client Experiences.

Project Schedule

Based on the information included in the *Request for Proposal*, our preliminary proposed workplan includes the following:

1. Gathering Background Information & Planning (January 2024)

a. Hold a kick-off call with City stakeholders for introductions, overview of FORVIS' plan, and to further understand general concerns and goals of the project.

b. Obtain written policies or procedures that govern the management of the City's Treasury functions, cash receipts and cash disbursements processes. In addition, obtain historical City audits, performance assessments, or other analysis that has been performed during the period from January 1, 2018, to June 30, 2023 (Scope Period).

c. Conduct interviews with identified City employees, as necessary, to develop an understanding of the Treasury function operations and accounting processes.

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2. Analysis of Internal Controls (January and February 2024)

d. Read the City's written policies and procedures that govern the Treasury functions, cash receipts, and cash disbursement processes. Perform walkthroughs of cash receipt and cash disbursement transactions and document deviations in practice as compared to written policies and procedures.

e. Document areas of cash receipt and/or cash disbursement internal control deficiencies.

f. Assess the Treasury function's internal processes, systems, and financial controls to provide recommendations for modification to existing written procedures to reduce the risk of fiscal mismanagement.

FORVIS internal audit professionals will perform discovery and risk assessment walkthroughs and inquiries to understand the current state processes and maturity of controls within the receipting and disbursement cycles and to identify instances where opportunities for error, abuse or fraud may exist. Our procedures will be focused on the processes and controls for:

- Vendor Masterfile (VMF) maintenance
- Receipt of physical cash, checks and electronic deposits
- Recording of receipt and disbursement transactions
- Chargebacks, rebills, reversals, corrections, and collections
- Reconciliations
- Tracking and alerts of payment obligations and schedule
- Segregation of duties for key transaction types
- Approval and authority limits

Our work will be performed in the following phases:

- **Phase I – Discovery Phase**: Gain a baseline understanding of current operations, data, processes, systems, and resources within the Treasury function with the objective of becoming well-informed so that an approach to Phase II can be scoped with targeted objectives, timeline, procedures, and an estimate for Phase II.
- **Phase II – Analysis and Recommendations:** Performance of the plan developed from Phase I. In this phase, our procedures will be focused on the assessment of current state processes and controls. Draft recommendations will be formulated and presented to management.

3. Data Gathering and Transaction Testing (February through April 2024)

g. Obtain transactional level data from general ledger, bank, or other City accounts (such as investment accounts) for the Scope Period. In addition, obtain copies of the City's vendor master and employee master files. Perform forensic data analytics on cash receipt and cash disbursement transactions (including tax receipts and distributions) which may include, but are not limited to, the following:

i. Compare federal and state government grant and/or reimbursement documentation to cash receipts and deposits reflected in the City's bank accounts.

ii. Obtain and analyze bank reconciliations and investigate select unusual or aged reconciling items.

iii. Analyze cash receipts by source over the Scope Period. Identify unusual patterns visually and through automated pattern recognition techniques and classify unusual activity.

iv. Obtain and analyze cash receipt processing activity to identify transactions recorded before / after typical business hours, on weekends, on holidays, etc.

v. Compare vendor master file attributes to employee master file attributes to identify employees and vendors with matching attributes such as, but not limited to, addresses and phone numbers.

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vi. Compare vendor master file attributes of different vendors to identify vendors with matching address, phone, names, etc.

vii. Identify vendors with no address, PO Box or rural route address only, or invalid addresses as compared to USPS database of valid addresses.

viii. Identify gaps in invoice and check numbering sequences.

ix. Perform Digital Frequency Analysis (Benford's Law) on payable amounts to identify non-conforming digits to flag for further analysis.

x. Analyze payable amounts by vendor over specified period. Identify unusual patterns visually and through automated pattern recognition techniques and classify unusual activity by AP clerk or approver.

xi. Identify vendor master file changes by AP clerk. If date/time fields for changes are present, identify unusual dates or times of activity (weekends, holidays, after normal business hours).

xii. Identify vendor payments occurring on same day each month for same amount.

xiii. Analyze the budget to actual reports during the Scope Period, evaluating the reports for: appropriate levels of approval and line items which were unusually over/under budget.

h. Based on the results of the data analytics, and management concerns, select a sample of financial transfers and:

i. Request and obtain, or gain access to, supporting documentation

ii. Analyze supporting documentation

iii. Identify unusual payments, based on amount, payee, timing, supporting documentation

i. Read the applicable City Minutes for the Scope Period, evaluating for the following: areas of potential conflicts of interest / related parties, areas of disagreement, or unusual items (approvals after the fact, etc.).

4. Reporting (April 2024)

j. Provide an oral report to City personnel of procedures performed, findings, and resulting recommendations

k. Provide recommendations regarding additional procedures (if any) recommended by FORVIS

l. Provide a final report to the City of procedures performed, findings, and resulting recommendations

5. Additional Procedures (TBD)

m. As requested, FORVIS personnel will provide additional forensic accounting and dispute consulting services. FORVIS and the City will document these additional services in an addendum to our engagement letter and these services will be billed on an hourly basis.

City Staff Roles

In working with similar clients, we have developed efficient approaches that aim to avoid wasted effort. Your participation helps control costs, reduce unnecessary disruptions, and meet deadlines.

We need your team to maintain records in good condition, provide the necessary schedules, and cooperate with our audit team. Most clients routinely prepare these records and schedules during their normal monthly or annual closing process.

Specific assistance from your personnel may include:

- Attending planning meetings and preparing responses to questionnaires

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- Participating in coordination of on-site visits, interviews with key line personnel, and assistance in obtaining necessary documentation to support our workpapers
- Responding to auditor inquiries during and subsequent to our fieldwork
- Providing training to our personnel on how to use your electronic document storage systems and other electronic media on which audit documentation may be stored
- Pulling selected supporting documentation and other files, including reconciliations that are not imaged or maintained electronically
- Helping to resolve any differences or exceptions noted

We will provide a list of the needed schedules well in advance of any deadlines, as well as spreadsheet templates for many of these schedules. We also will meet with your staff, as needed, to help them clearly understand what we need.

Innovative and Creative Approaches

MyFORVIS – Innovative Client Portal Technology

Our innovative client portal, MyFORVIS, is designed to help address the challenges financial engagements present and conveniently connect you with FORVIS advisors. Prior to the start of your engagement, FORVIS will post our questionnaires and other related documents on our client portal website, specifically prepared for the City, where requests can be reviewed and completed.

This portal can make it easier to:

- View and manage information about your engagement or project
- Securely share documents and files with your FORVIS advisors and project teams
- Organize documents and files for retrieval
- Assign tasks to your team and receive requests for information from FORVIS
- Track the progress of tasks toward completion
- Access our award-winning, industry-specific articles, webinars, videos, and more

MyFORVIS can help improve communication, save time, limit disruptions, and keep you connected with FORVIS advisors.

A Forensic Accounting Approach with You in Mind

Our forensic accounting approach is more than just the technical services we provide—it's about how we provide them. Our goal is to work efficiently and effectively while limiting interruption to your team's other responsibilities.

Instead of spending time in areas that are of little value to the City, we want to focus on the issues and concerns that matter to you—while also incorporating an appropriate level of analysis and testing that allows us to provide guidance to the City regarding potential internal control weaknesses and transactions with indications of potentially fraudulent activity. That means tailoring our testing and procedures based on your unique operations and internal processes, as well as involving the City in our approach from the planning stages onward.

Tailoring an internal control and forensic accounting approach also includes confirming we have the right team in place to serve you and working with you on the logistics of our process. While we find value in being on-site to perform significant elements of our analysis, we will work with you to consider the timing and the balance of what work is best done remotely and what value we can add by being face-to-face.

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Innovative Firm Strategies and Resources

FORVIS proudly encourages and promotes diversity and an inclusive workplace. With innovative strategies for recruiting, as well as an ongoing focus on the development and implementation of internal inclusion programs, we are committed to identifying opportunities that help each individual to thrive.

With the urgency of changing environmental, social, and governance (ESG) requirements and the expectation your organization is prepared for what comes next, our experienced advisors are ready to offer the insights and education you may need to enhance and inform your ESG strategy. Start with our ESG and climate risk **FORsights™** at forvis.com/forsights.

City-Owned Facilities

FORVIS does not plan to lease, purchase, or rent any City-owned facilities or properties in connection with this engagement.

B. Company Information

Contact Person and Firm Information

Your proposed engagement executive, Rand Gambrell, will serve as the primary contact person for the City. His contact information is provided below:

Rand Gambrell, CPA, ABV, CFE, CFF

Managing Director

Phone: 303.837.3594

Email: rand.gambrell@forvis.com

Office Locations

As a modern, forward-thinking firm, we have a virtual headquarters with professionals serving in offices throughout the country to better serve our national client base. Our Denver, Colorado, address can be used for correspondence.

FORVIS
1801 California Street | Suite 2900
Denver, CO 80202

FORVIS Office Locations

United States

Alabama
Birmingham

Arizona
Phoenix

Arkansas
Fort Smith
Little Rock
Rogers

California
Irvine

Colorado
Colorado Springs
Denver

Florida
Boca Raton
Jacksonville
Tampa Bay

Georgia
Atlanta

Illinois
Chicago
Decatur
Oakbrook Terrace

Indiana

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Fort Wayne
Indianapolis

Iowa

Des Moines

Kansas

Wichita

Kentucky

Bowling Green
Louisville

Mississippi

Jackson

Missouri

Branson
Joplin
Kansas City
Springfield
St. Louis

Nebraska

Lincoln
Omaha

New York

New York City – East
New York City – West

North Carolina

Asheville
Charlotte – SouthPark
Charlotte – Uptown
Greenville
Hendersonville
High Point
Pinehurst
Raleigh
Winston-Salem

Ohio

Cincinnati
Toledo

Oklahoma

Enid
Oklahoma City
Tulsa

Pennsylvania

Erie
Pittsburgh

South Carolina

Charleston
Greenville
Summerville

Tennessee

Knoxville
Memphis
Nashville

Texas

Austin
Dallas – North
Fort Worth – North
Fort Worth – South
Houston
San Antonio
Waco

Utah

Salt Lake City

Virginia

Norfolk
Richmond

Washington, DC Metro Area

Tysons, VA

West Virginia

Charleston

Wisconsin

Appleton
Madison

Canada

Toronto*

United Kingdom

London*

**Subsidiaries and affiliates supporting FORVIS*

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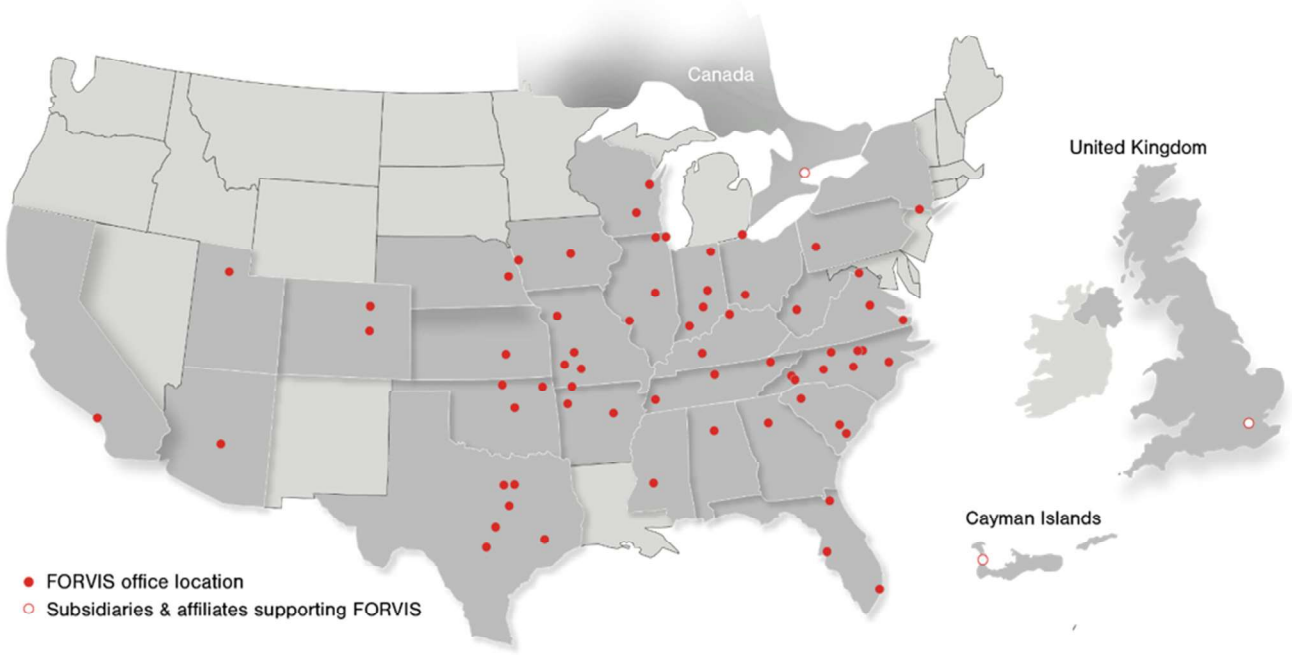

*Services outside the United States are provided through our subsidiaries and/or affiliates supporting FORVIS.

Firm Organization

FORVIS is a registered limited liability partnership under Delaware law. As such, more than 500 partners and principals throughout FORVIS' offices have an ownership interest in FORVIS. Regional managing partners oversee the operations of each of FORVIS' six regions, and local managing partners oversee the operations of each of FORVIS' offices.

FORVIS' Governing Board is the policy-making body of the firm, made up of the board chair, chief executive officer, three regional managing partners, and eight partners who serve three-year terms. Other firm leaders include:

- Chief Executive Officer Tom Watson
- Governing Board Chair Matt Snow
- Chief Growth Officer Tim York
- Chief Operating Officer Abe Cole
- Chief Practice & Innovation Officer Rob Pruitt
- Chief Talent Officer Lori Hayley
- Chief Performance Officer Mike Crawford
- Chief Integration Officer John Roberts
- Chief Risk Officer Mike Wolfe
- Chief Legal Officer Jennifer Hannah
- Chief Quality Officer Will Neeriemer
- National Director of Accounting & Assurance Professional Standards Group Partner Bryan Bodnar
- National Tax Partner Jesse Palmer

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- National Consulting Partner Angela Miratsky
- National SEC/PCAOB Partner Jeff Rapaglia

Below is a list of our subsidiaries and professional affiliations.

FORVIS Capital Advisors, LLC

FORVIS Cayman, Ltd.

FORVIS Global Advisory Canada ULC

FORVIS Global Advisory Ltd. UK

FORVIS Wealth Advisors, LLC

TALENT SHIFT™, LLC

Professional Affiliations – As a member of the American Institute of CPAs (AICPA), FORVIS also is a member of its PCPS (Private Companies Practice Section) Firm Practice Center, and its three quality centers: Center for Audit Quality, Governmental Audit Quality Center, and Employee Benefit Plan Audit Quality Center. FORVIS also is registered with the Public Company Accounting Oversight Board (PCAOB), which is required to serve as an independent auditor of public companies. FORVIS also is one of the largest U.S. members of Praxity, AISBL*, a global alliance of independent firms.

**Praxity, AISBL, is a global alliance of independent firms. Organised as an international not-for-profit entity under Belgium law, Praxity has its executive office in Epsom. Praxity – Global Alliance Limited is a not-for-profit company registered in England and Wales, limited by guarantee, and has its registered office in England. As an Alliance, Praxity does not practice the profession of public accountancy or provide audit, tax, consulting, or other professional services of any type to third parties. The Alliance does not constitute a joint venture, partnership, or network between participating firms. Because the Alliance firms are independent, Praxity does not guarantee the services, or the quality of services, provided by participating firms.*

Statement of Independence

To the best of our knowledge, FORVIS is independent with respect to the City as defined by:

- The Code of Professional Conduct of the American Institute of CPAs (AICPA)
- U.S. Government Accountability Office's *Government Auditing Standards*
- Public Company Accounting Oversight Board (PCAOB)
- SEC
- U.S. Department of Labor (DOL)
- National Association of Insurance Commissioners (NAIC)

We are not aware of any relationship that would impair our independence.

Process to Monitor and Maintain Independence

We work hard to maintain high standards of professional practice, including a strong system of quality control that emphasizes independence and objectivity.

To ascertain whether the firm's policies relating to independence, integrity, and objectivity are followed, all of our employees are required to complete an annual independence survey. This electronic survey verifies the firm's policies have been read and the individual is in compliance. Explanations of special circumstances, documentation of questions, and listings of any potential conflicts of interest are requested in the survey. A reporting mechanism has been adopted to ensure the independence and objectivity standards are met.

Furthermore, FORVIS maintains a restricted entity list of clients that are public companies and certain other clients who issue securities that could be purchased by FORVIS personnel. All firm personnel are required to review this list prior to acquiring any security, obtaining a loan, opening, or modifying a brokerage account, or entering a business relationship.

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FORVIS also monitors compliance with independence requirements by annually selecting a sample of employees and partners to provide brokerage statements and tax returns for themselves and all immediate family members to verify whether information submitted on the annual survey is complete and accurate.

Litigation, Mediation, and Arbitration

There have been no disciplinary actions taken against FORVIS by the AICPA or any regulatory or licensing agency in the past five years. To avoid litigation, FORVIS maintains an extensive risk management program addressing a multitude of issues ranging from client acceptance to final working paper and financial statement review. Yet, as with any firm our size, the firm may experience litigation from time to time. Details of litigation cannot be disclosed pursuant to confidentiality agreements; however, the results of litigation have never been material to the firm. Currently, there is no substantial litigation outstanding.

C. Company Personnel

We take team selection seriously and have the appropriate team of advisors to meet your needs. Previous experience is a primary determinant for assigning professionals to your engagement, and we have assigned individuals who are experienced in working with forensic accounting to your engagement.

Resumes of Key Personnel



Rand Gambrell, CPA, ABV, CFE, CFF Managing Director	303.837.3594 rand.gambrell@forvis.com

Engagement Responsibilities

As the lead and forensic engagement executive, Rand will be responsible for coordinating and overseeing the engagement. He also will serve as the point of contact for the City.

Experience

As a member of FORVIS' Forensics & Valuation Services division, Rand provides business valuation services, forensic accounting, economic damage analysis, fraud auditing and bankruptcy and restructuring services, including serving as an expert witness. His more than 25 years of experience and 19 years with the firm includes performing audits and consulting services for large national and international companies while with an international accounting firm.

Rand has extensive forensic accounting experience, serving as an engagement executive to help develop internal control and forensic accounting workplans, coordinating data analytic and transaction testing procedures, supervising staff, monitoring engagement progress and deliverables, and helping ensure project quality control standards are met. Rand's forensic accounting clients include private companies, state and local governmental entities, and not-for-profit organizations.

He is a member of the American Institute of CPAs, Colorado Society of CPAs, and Association of Certified Fraud Examiners. He is a Certified Fraud Examiner (CFE) who is Accredited in Business Valuation (ABV) and Certified in Financial Forensics (CFF).

Rand is a 1991 graduate of University of Colorado, Boulder, and a 1995 graduate of University of Denver, Colorado, with an MBA degree with an accounting emphasis.

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Christie Clements, CISA®, CRMA®
Managing Director

317.383.4037
christie.clements@forvis.com

Engagement Responsibilities

Internal Audit Engagement Executive

Experience

Christie is a risk advisory practice leader within the Indianapolis office. She serves as an industry leader for FORVIS' not-for-profit and public sector practices and is responsible for engagement oversight and managing a team of advisors who deliver a variety of services across several industries.

She has 25 years of internal audit and risk management experience. Christie is experienced working in dispersed and complex environments, often employing a data mining and analytics methodology in her internal audit and process improvement engagements. She has worked with organizations to transform operations to provide greater stakeholder value to increase the efficiency and effectiveness of controls, services, and processes.

Her internal control projects have encompassed all areas of finance, operations, and IT, including revenue and expenditure cycles, call centers, vendor management, contract compliance and systems development life cycles.

Christie holds Certified Information Systems Auditor (CISA) and Certified Risk Management Assurance™ (CRMA) designations. She is a member of ISACA® and The Institute of Internal Auditors (The IIA) and formerly served on the board of governors for The IIA Indianapolis Chapter.

She is a graduate of Kelley School of Business, Indiana University, Indianapolis, with a B.S. degree in accounting.

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Tom Haldiman, CPA, CFE, ACDA
Managing Director

816.221.6300
tom.haldiman@forvis.com

Engagement Responsibilities

Data Analytics Engagement Executive

Experience

Tom is a member of FORVIS' Risk Advisory 2 practice, where he focuses on process automation and product development. His passion lies in the development of innovative solutions by leveraging technology. His experience includes managing large data analytics projects, creating new solutions to automate processes, and developing new industry-specific products. His public accounting background also includes forensic investigations, litigation support, business valuation, and financial statement audits.

He joined FORVIS' Forensics & Valuation services division in early 2008 at our legacy company BKD, LLP. Since then, he has provided consulting services to clients in a wide range of industries, including health care, manufacturing, financial institutions, and education. He has experience with embezzlement investigations, including a $1.2 million embezzlement, and litigation support projects involving disputes totaling billions of dollars. Tom has unique experience with ticketing operations and has worked with university and professional sports teams, as well as theater and concert venues, to identify and quantify inappropriate ticket activity and abuse.

Tom joined legacy company BKD's Analytics team in 2016. He has experience using Alteryx, SQL, ACL, IDEA, Tableau, and Excel software for analysis, data visualization, and process automation. He has customized, implemented, and helped clients to leverage these tools within their organization.

He is a member of the American Institute of CPAs, the Association of Certified Fraud Examiners (ACFE), and the Kansas City ACL Users Group. He has attained the Alteryx Designer Core certification and the ACL Certified Data Analyst (ACDA) certification, which denotes expertise in performing data analytics with Alteryx and ACL Analytics software, respectively. He also has received the Certified Fraud Examiner (CFE) designation from ACFE. The CFE credential denotes proven expertise in fraud prevention, detection, and deterrence.

Tom is a 2006 summa cum laude graduate of Missouri State University, Springfield, with a B.S. degree in accounting, and a 2007 graduate with an M.Acc. degree.

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Annie Laudick Cortez, CFE, ACDA
Managing Consultant

317.383.4002
annie.laudick@forvis.com

Engagement Responsibilities

Data Analytics Engagement Lead

Experience

Annie is a member of the Analytics team, focusing on product development and automation. Annie's experience includes developing new products and helping to streamline and automate existing products. She performs analytics to help identify fraud, waste, and abuse in payment data that can help highlight opportunities for internal control improvements. Annie has worked in a variety of industries including higher education, public sector, and commercial products. As part of this work, she regularly works with the Internal Audit service line to help bring a data-driven approach to internal audits. In addition, Annie frequently works alongside the Forensics & Valuation service line, assisting with data-heavy fraud investigations and fraud prevention projects.

She is a member of the Association of Certified Fraud Examiners and has received the Certified Fraud Examiner (CFE) designation. In addition, she holds an Alteryx Designer certification and is an ACL Certified Data Analyst (ACDA), which denotes expertise in performing data analytics with Alteryx and ACL Analytics software. Annie also has experience using SQL, Tableau, and Excel for data analysis, data visualization, and automation.

Prior to joining FORVIS, Annie served as an SAP consultant at an international accounting firm. In this role she focused on SAP security and the analytics needed to understand clients' environments. She can draw upon these analytics skills to better understand FORVIS client data and provide high-impact insights.

She is a *summa cum laude* graduate of Marquette University, Milwaukee, Wisconsin, with a B.S. degree in business administration with a major in information technology.

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Kendra A. Roberts, CPA, CFE
Managing Consultant

615.928.5226
kendra.roberts@forvis.com

Engagement Role

Internal Audit Engagement In-Charge

Experience

Kendra brings 15 years of audit experience to the Enterprise Risk Solutions Practice. Prior to joining FORVIS, Kendra spent eight years in the healthcare industry. She has experience working hospitals and physician practices on SOX implementations, internal control best practices, internal audit engagements, and internal audit software implementations and enhancements.

Prior to that, she served six years as a legislative auditor for the Tennessee Comptroller of the Treasury. There she worked on various financial, compliance, performance, and sunset audits across several state divisions.

Kendra has performed internal control assessments, compliance, operational, and performance audits in various industries such as: Cities/Municipalities, Non-for-Profit, Manufacturing, etc. Kendra has planned, conducted, and provided appropriate findings and recommendations in accordance with Generally Accepted Government Auditing Standards (GAGAS) or Generally Accepted Auditing Standards (GAAS).

Ms. Roberts has planned, managed, and executed a variety of advisory and audit engagements focused around operational, financial statement and compliance risks. She is well experienced in developing flowcharts, process walkthroughs and control mappings for various processes and systems.

Kendra holds Certified Fraud Examiner (CFE) and CPA certifications. She is a member of the American Institute of CPAs and the Middle Tennessee Chapter of the Association of Certified Fraud Examiners.

She is a graduate of Freed-Hardeman University, Henderson, Tennessee, with a B.B.A. degree in public accounting.

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Licenses of Key Personnel

FORVIS is properly licensed to practice public accounting in the state of California. All key professionals who would be assigned to your engagement are properly registered/licensed to practice in the state of California or able to practice in the state due to mobility laws, without the requirement to obtain an individual California license.

FORVIS is licensed to practice in the following states:

- Alabama
- Alaska
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- District of Columbia
- Florida
- Georgia
- Guam
- Hawaii*
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maine*
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Mississippi
- Missouri
- Montana*
- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York*
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Puerto Rico
- South Carolina
- South Dakota
- Tennessee
- Texas
- Utah
- Vermont
- Virgin Islands*
- Virginia
- Washington
- West Virginia
- Wisconsin
- Wyoming

**Name change application pending.*

D. Disclosures

FORVIS' proposed engagement team has no past or current business or personal relationship with any Banning official as described in the RFP.

E. Experience and References

Minimum Experience Requirements

Forensic Accounting Experience

FORVIS' Forensics & Valuation Services (FVS) practice is a multidisciplinary team of professionals including forensic accountants, forensic technologists, and business valuation professionals. Our forensics professionals excel in helping resolve disputes through fraud investigations, litigation support services, data analytics, and digital forensics. We serve clients ranging from private equity-backed and other closely held businesses to Fortune 100 corporations, as well as nonprofits and federal, state, and local governmental agencies.

In FY23, our FVS practice provided services to roughly 1,400 clients nationwide. Team members have master's degrees and hold multiple certifications, including Certified Public Accountant (CPA), Certified in Financial Forensics (CFF), Certified Fraud Examiner (CFE), and more. Our professionals' diverse backgrounds provide the City with resources should an unanticipated question or issue arise.

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Litigation Support

Working with legal counsel to develop a cost-effective and productive team is the key to FORVIS' success in complex litigation. Our FVS division brings a professional forensics perspective to the prosecution or defense of a case. We have many years of experience helping attorneys in many complex litigation cases and provide a broad range of litigation support services including:

Testifying & Consulting Expert Services	Neutral Services	Data Analytics

Our leaders have experience testifying as expert witnesses in state and federal courts, as well as before arbitration panels and other alternative dispute resolution forums. They have been qualified as experts in personal injury damages, forensic accounting, business valuation, and other areas. Forensics & Valuation Service Offerings:

- Bankruptcy related litigation
- Business valuation disputes
- Class actions
- Commercial litigation
- Construction disputes
- Damages
- Data analytics
- Digital forensics
- Divorce/domestic matters
- Forensic accounting
- Insurance claims
- Investigations
- Partnership/shareholder disputes
- Personal economic damages
- Purchase price disputes
- Tax controversy matters

Analytics Services

FORVIS' offers a suite of data mining, data visualization, and data analytics services. These services are customized to each client's industry, specific risks, challenges, and areas of focus. Our analytics team operates a cloud-based data analytics platform allowing us to import and store large datasets, build, and execute advanced data analytic workflows including machine learning models and advanced data visualization capabilities for interacting with data in an intuitive and insightful fashion.

We can help you detect fraud using sophisticated technology and proprietary techniques developed by data mining specialists and Certified Fraud Examiners. Our experience includes analyzing large data sets for states, municipalities, Fortune 500 companies, and clients in many industries.

In a forensic engagement such as yours, we have found that we can use our robust, data analytics tools to analyze 100 percent of a data set, rather than using traditional sampling. We use advanced tools such as Alteryx with advanced workflow and automation capabilities to run our procedures on entire datasets. We have analyzed files containing millions of records and narrowed down the list to those with attributes indicating there could be a potential problem. We will work proactively with the City to identify which methodology to use across the various procedures. The objective is to obtain reasonable confidence the test objectives have been met and to be as comprehensive as possible in our analysis.

Past Experience

For much of our history, forensic accounting and internal control consulting have been a part of services we have provided to clients. FORVIS formalized the delivery of forensic accounting services under the FVS division on January 1, 2006. We have a track record of helping similar public sector entities and understand our clients are our best ambassadors. Listening to us helps, but hearing directly from your peers can be a meaningful step in your decision-making process. We encourage you to reach out to the following clients to discuss FORVIS' services and capabilities at your convenience.

Representative Public Sector Clients

- Adams County, Colorado
- Choctaw Nation Housing Authority
- Hoosier Lottery
- Illinois Gaming Board
- Missouri Department of Transportation

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- Choctaw Nation of Oklahoma
- City Utilities of Springfield
- Colorado Water Resources Development & Power Authority
- Denver Urban Renewal Authority
- Fayetteville Public Library
- Hinds County Board of Supervisors
- HoosierFund
- Indiana Education Savings Authority and Upromise Investments, Inc.
- Kansas City Board of Public Utilities, Kansas
- Minneapolis/St. Paul Metropolitan Airports Commission
- Mississippi Department of Corrections
- Municipal Energy Agency of Mississippi
- Nebraska Lottery
- Pikes Peak Library District
- State Universities Retirement System of Illinois
- Teachers' Retirement System of the State of Illinois

Success Stories

Illinois Department of Children and Family Services

FORVIS was engaged with the State of Illinois to provide forensic services focused on identifying potentially improper payments based on rates and types of services contained in the actual contract/grant agreement for the services and actual payments made to vendors. FORVIS' services included assisting the state with:

- Determining/ensuring compliance with signed contracts and federal and state rules and regulations
- Evaluating expenditure/purchasing decisions
- Evaluating the appropriateness of the expenditure/purchases and the beneficiaries of income, goods, and services
- Evaluating the appropriateness of supporting documentation such as, but not limited to, invoices, timesheets, approved cost allocation plans, etc.

The goal of the engagement was to protect state resources by assessing whether taxpayer funds were used in accordance with state and federal statutes.

Data Analytics Identifies Unusual Use of Purchasing Cards

A large city was concerned about the internal controls surrounding purchasing cards. Using data analytics, we were able to test these controls and identify other unusual transactions. This testing identified numerous instances of split purchases, where employees visited stores multiple times on a given day to circumvent transaction limits. Further, the testing identified transactions with prohibited vendor types and unusual purchases based on keyword searches. We also interviewed managers and employees in several departments to help improve cash handling procedures.

Uncovering an Embezzlement Scheme of More than $1 Million

A city discovered a potential embezzlement scheme and turned to us to help assess the allegations. FORVIS quickly met with the city and began work immediately after the initial discovery. Our investigation included a significant amount of electronic data analysis, which helped uncover an embezzlement scheme exceeding $1 million. In addition, the city asked us to assess cash handling procedures in other city departments. We identified weaknesses in departmental cash handling processes including finance, buildings and permits, landfill, municipal court, and other areas. Our report was provided to management, which was used to begin making changes to help reduce the risk of fraud.

Misuse of Bond Proceeds in City Government

A city requested our forensic accounting services to address allegations related to their bond issues. Comments surfaced alleging the city had used restricted bond proceeds to meet payroll obligations when it was experiencing shortfalls in its general operating fund revenues. We traced the bond proceeds through the city's bank accounts, quantifying the funds that were not used for their designated purpose. Our report became a public document and was posted in various online media outlets. We

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also supported the city's new management team and the city's legal counsel on various issues after our report was released. During the process, we met the city's completion deadlines and fee expectations.

Data Analytics Help a City Identify Internal Controls Problems

A large midwestern city wanted to improve their internal control processes by leveraging data analytics. We implemented a Payment Risk Analytics solution for them designed to identify unusual patterns within accounts payable and purchasing card payments, relationships between employees and vendors, and other patterns consistent with fictitious vendors, waste, and abuse. Some example procedures included:

- Searching for duplicate vendors, based on name, address, phone number, Tax ID, and bank account information.
- Identifying employees located within 500 feet of a vendor
- Search for duplicate payments
- Trending payments over time to identify acceleration patterns

Client References

CONFIDENTIAL

We have a track record of helping similar local government agencies and understand our clients are our best ambassadors. Listening to us helps, but hearing directly from your peers can be a meaningful step in your decision-making process. We encourage you to reach out to the following clients to discuss FORVIS' services and capabilities at your convenience.

Adams County, Colorado
4430 South Adams County Parkway, Suite C4000A
Brighton, CO 80601
Ms. Nancy Duncan
Budget & Finance Director
720.523.6276
nduncan@adcogov.org
Service Description: Internal audit outsource, data analytics and forensic accounting services
Dates: 2021 – Present

Sedgwick County
100 N. Broadway, Suite 610
Wichita, KS 67202
Ms. Lindsay Poe Rousseau
Chief Financial Officer
316.660.7141
lindsay.poerousseau@sedgwick.gov
Service Description: Financial fraud investigations, including a review of county-wide Treasury functions; data analytics; employee theft; personnel conflict of interest investigations; and policy and procedures review and remediation.
Dates: 2017 – Present

City of Springfield, Missouri
840 Boonville Avenue
Springfield, MO 65802
Mr. David Holtmann
Finance Director
417.864.1632
dholtmann@springfieldmo.gov
Service Description: Outsourced internal audit and payment risk analytics
Dates: 2019 – 2020

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Appendix

Exceptions to Terms and Conditions

In conformity with the City's RFP, FORVIS understands the City will negotiate the terms of the scope of services and compensation with the selected respondent. To this end, we are required upon acceptance of the engagement to communicate the actual scope and terms of the engagement in a separate letter to be signed by the City and FORVIS. The engagement letter, prepared in accordance with professional standards, is intended to become a part of the contract between the City and FORVIS. In addition, FORVIS recognizes the RFP sample contract terms and conditions must be accepted in full to be considered responsive. FORVIS intends to be responsive except a few changes will be needed to comply with professional standards and/or FORVIS policies. As FORVIS has successfully resolved similar issues with municipalities, FORVIS is confident the parties can successfully negotiate mutually acceptable terms and conditions. FORVIS sincerely appreciates the City's consideration and understanding. FORVIS looks forward to working with the City on this engagement.

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AICPA Peer Review Letter

AICPA

National Peer
Review Committee

December 11, 2020

Theodore Dickman
BKD, LLP
910 E Saint Louis ST Ste 400
Springfield, MO 65806-2570

Dear Theodore Dickman:

It is my pleasure to notify you that on December 11, 2020, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is November 30, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Michael Fawley
Chair, National PRC
+1.919.402.4502

cc: Candace Wright, L Bennett

Firm Number: 900010002800 Review Number: 577534

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

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BKD Peer Review Report

Postlethwaite & Netterville

8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809
225-922-4600 Phone – 225-922-4611 Fax – pncpa.com

Postlethwaite & Netterville and Associates, L.L.C.

Report on the Firm's System of Quality Control

To the Partners of BKD, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
November 2, 2020

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About FORVIS

FORVIS® Assurance / Tax / Consulting

An Enhanced Professional Services Firm

What's going to happen tomorrow? You can't predict the future, but you can prepare for it. To thrive in an environment that moves faster every day, business leaders must be able to look ahead and be ready for what comes next.

That's where **FORVIS** can help. Driven by the desire to anticipate what's next in the economic landscape, our goal is to help our clients be ready when the future becomes the present. We're committed to using our exceptional vision to provide each of our clients with an **Unmatched Client Experience**® that drives business forward.

FORVIS was created by the merger of equals between BKD and DHG. We aim to carry on our respective legacies of high-touch personal service delivered with remarkable integrity, care, and innovation—all now backed by the resources of a top 10 U.S. public accounting firm.

> With national coverage and international presence, we're stronger: for our clients, our people, and the market of the future.



Tom Watson
Chief Executive Officer

Forward Vision Drives Our Unmatched Client Experiences

As a FORVIS client, you will benefit from a single organization with the enhanced capabilities of an expanded national platform, deepened industry experience, greater resources, and innovative consulting services. Our aim is to provide assurance, tax, and consulting services that help clients succeed today while preparing them to forge ahead into a clear future.

Our eye on the future isn't exclusively directed toward our clients. We want our people—at every level, in every office—to be motivated by engaging career paths that challenge and inspire them to grow personally and professionally. Our partners and staff are the foundation of the firm, and when they have the opportunity to flourish, the result is Unmatched Client Experiences.

We are FORVIS—driven by a commitment to anticipating what's ahead so our clients are ready to thrive when it arrives.

Top 10
U.S. Public Accounting Firm*

500+
Partners & Principals

27
States + Canada, U.K., & Cayman Islands**

10+
Industries

6,000+
Team Members

68
Markets

PRAXITY™ Empowering Business Globally

FORVIS is a member of Praxity™, an international alliance of independent accounting firms that offers multinational clients access to resources around the world.
* FORVIS was ranked number eight on Inside Public Accounting's 2023 annual ranking of accounting firms by revenue.
** Services outside the United States are provided through our subsidiaries and/or affiliates supporting FORVIS.

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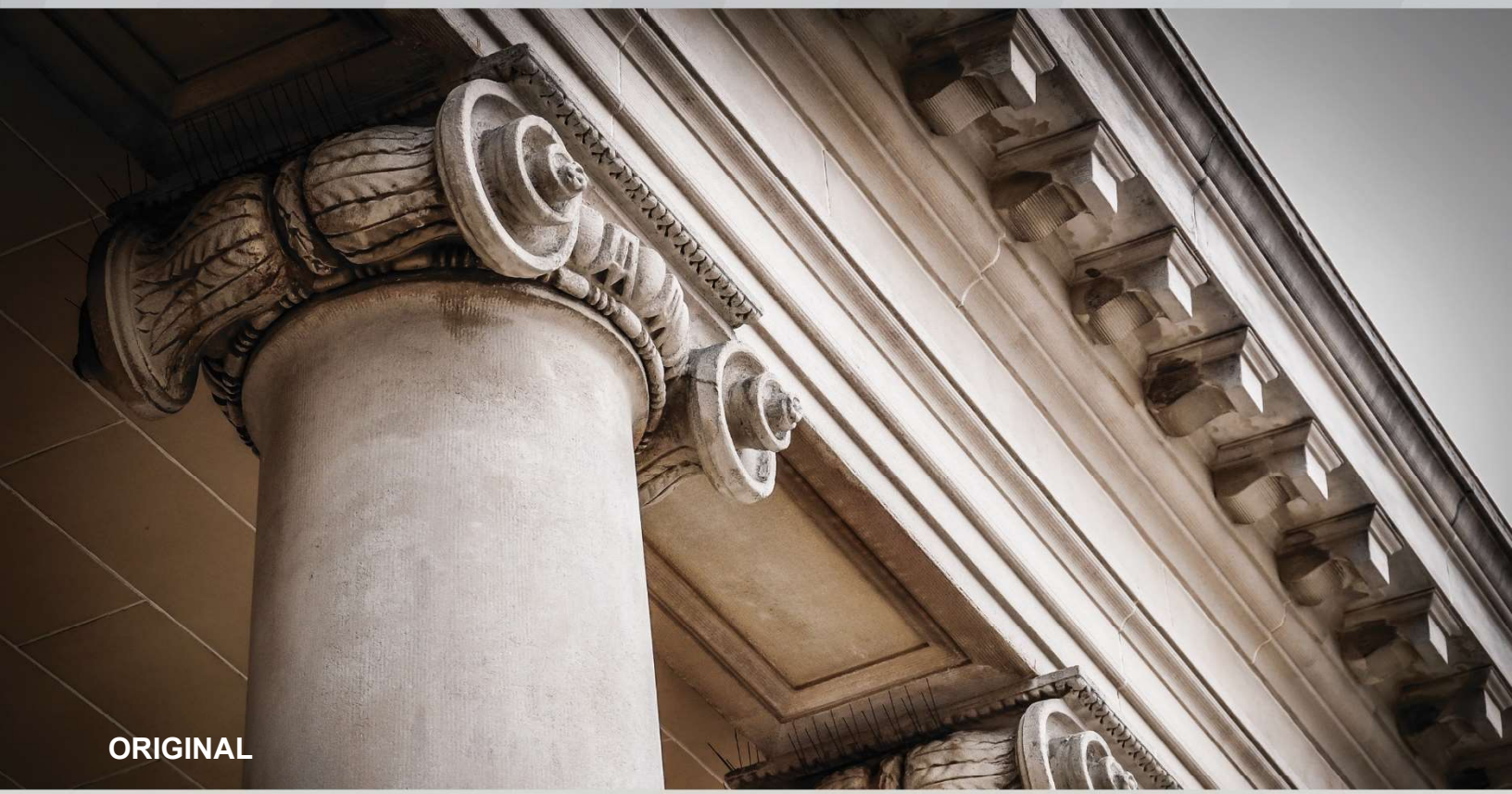
V.C PRICE PROPOSAL

Citywide Forensic Accounting and Investigation Services
RFP-23-040



Submitted by FORVIS, LLP

A proposal for:

City of Banning

Primary Contact
Rand Gambrell, CPA, ABV, CFE, CFF
Managing Director
Phone: 303.837.3594
Email: rand.gambrell@forvis.com

Secondary Contact
Christie Clements, CISA®, CRMA®
Managing Director
Phone: 317.383.4037
Email: christie.clements@forvis.com

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V.C Price Proposal

Proposed Fees

Our goal is to be candid, timely, answer your questions about fees upfront, and avoid fee surprises. We determine our fees by evaluating a number of variables: the complexity of the work, the project's scope, the time we will spend, and the level of professional staff needed. In addition to our quoted fee, you will be billed travel costs and an administrative fee of 5%. This fee covers items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items.

Our fees may increase if our duties or responsibilities change because of new rules, regulations, and accounting or auditing standards. We will consult with you should this happen.

These fees do not include any time for additional out-of-scope services which may be requested by the City. Any such work will be billed based on our hourly rates.

Phase I Investigation - for the Scope Period from January 2018 through June 2023	
1. Gathering Background Information & Planning	$17,000
2. Analysis of Internal Controls	$40,000
3. Data Gathering & Transaction Testing	$165,000
4. Reporting	$36,000
Travel	$10,000
TOTAL	**$268,000**

The Phase I investigation fees identified above are based on our understanding of the project scope included the Request for Proposal Citywide Forensic Accounting and Investigation Services (RFP-23-040) and assume approximately 640 hours will be required to provide the Phase I procedures and related reporting. If the Phase I scope of procedures are amended or revised, resulting in an expansion of the hours required to perform the procedures, FORVIS reserves the right to modify the proposed fees presented.

Hourly Rates

Any work outside the proposed scope will be billed according to our hourly rates.

Staff Level	Hourly Rates
Partner / Principal / Managing Director / Director	$530–$710
Senior Manager	$440–$540
Manager	$330–$415
Senior Associate / Senior Consultant	$290–$330
Associate / Consultant	$215–$255

Our professional hourly rates may increase during a calendar year. We reserve the right to submit to the City an hourly rate adjustment request thirty (30) days prior to the effective date of the increase.

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A PROPOSAL TO PROVIDE
PROFESSIONAL SERVICES FOR:

City of Banning, CA

NOVEMBER 28, 2023

BDO 1507

November 28, 2023

Barbara Mason
Purchasing Manager
City of Banning
99 E. Ramsey St.
Banning, CA 92220

Dear Ms. Mason:

We thank you for the opportunity to present our qualifications for forensic accounting investigation services to the City of Banning ("the City").

BDO has a unique culture rooted in similar core values as the City and ensures not only a continuous focus on our clients and professionals, but also a long-term commitment to quality service. All of our clients experience our high-quality service approach characterized through direct access to top technical resources, and a streamlined project management structure delivered to drive the best possible value on every engagement.

Our professionals have extensive experience serving organizations like the City and have a proven track record of serving state and local government organizations. We apply a systematic and disciplined approach to ensure that any allegations or suspicions of fraud are, not only thoroughly investigated, but are traced to the root-cause so that potential weak points can be strengthened to mitigate future fraud risks.

The following proposal describing our capabilities outlines our understanding of the scope of services, our staff qualifications and past experience, and BDO's time-tested approach to conducting investigations. BDO believes it can provide the City with services that are the best value for the money through cost efficient and streamlined project management structures, which pull in subject matter expertise when necessary while also eliminating unnecessary overhead to drive value for our clients. BDO also has on-demand access to thousands of resources across the country and can utilize them to further drive cost efficiencies.

BDO is willing to enter into a contract with the City. Please see our contract considerations in Appendix A on page thirty-three the proposal document.

Throughout the RFP review process, on behalf of BDO the contact person is Sly Atayee, who can be reached by email at stayee@bdo.com or by phone at 703-336-1689.

We will furnish any additional information upon request. Again, we thank you for this opportunity and we look forward to further demonstrating our capabilities and distinctly different service approach. Please do not hesitate to call if you would like to discuss our service model or if we can provide you with any additional information.

Sincerely,

Andrea Espinola Wilson
Managing Partner
Industry Specialty Services
Direct: 703-963-4275
Email: aewilson@bdo.com

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At BDO, our purpose is helping people thrive, every day. Together, we are focused on delivering exceptional and sustainable outcomes — for our people, our clients and our communities. Across the U.S., and in over 160 countries through our global organization, BDO professionals provide assurance, tax and advisory services for a diverse range of clients.

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Material discussed in this publication is meant to provide general information and should not be acted on without professional advice tailored to your needs.

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1509



A PROPOSAL TO PROVIDE
PROFESSIONAL SERVICES FOR:

City of Banning, CA

NOVEMBER 28, 2023

BDO 1510



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V.B.A Statement of Understanding and Approach

- An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

Our Understanding

The City of Banning ("the City" or "City") is seeking comprehensive forensic accounting and investigation services, focusing on the City's Treasury functions, including reviewing financial activities from January 1, 2018, to June 30, 2023. The initial Phase 1 involves performing an initial assessment to determine if a more extensive investigation is warranted, and preliminary reporting to the City. This phase is critical to assess the scope and depth of any potential financial anomalies, and it will lay the groundwork for any subsequent detailed forensic analysis to be performed in Phase 2.

In Phase 2, our task would be to perform forensic analysis to identify, investigate, and quantify any irregular financial anomalies, assess the design of the current system of internal controls, recommend control improvements, and provide final reporting to the City.

BDO understands that although there have not been any instances of known fraud, it is important to the City and its residents that a thorough review is completed to provide confidence that precious resources are being utilized appropriately. It is also important to the City that the current system of internal controls be assessed to identify and mitigate potential risk areas that could result in future vulnerabilities.

The project may evolve based on initial findings, with potential additional services needed, such as expert witness support. Additionally, this entails a thorough examination of all relevant documents and transactions, and liaising with various departments to gain a comprehensive understanding of the City's financial processes and controls.



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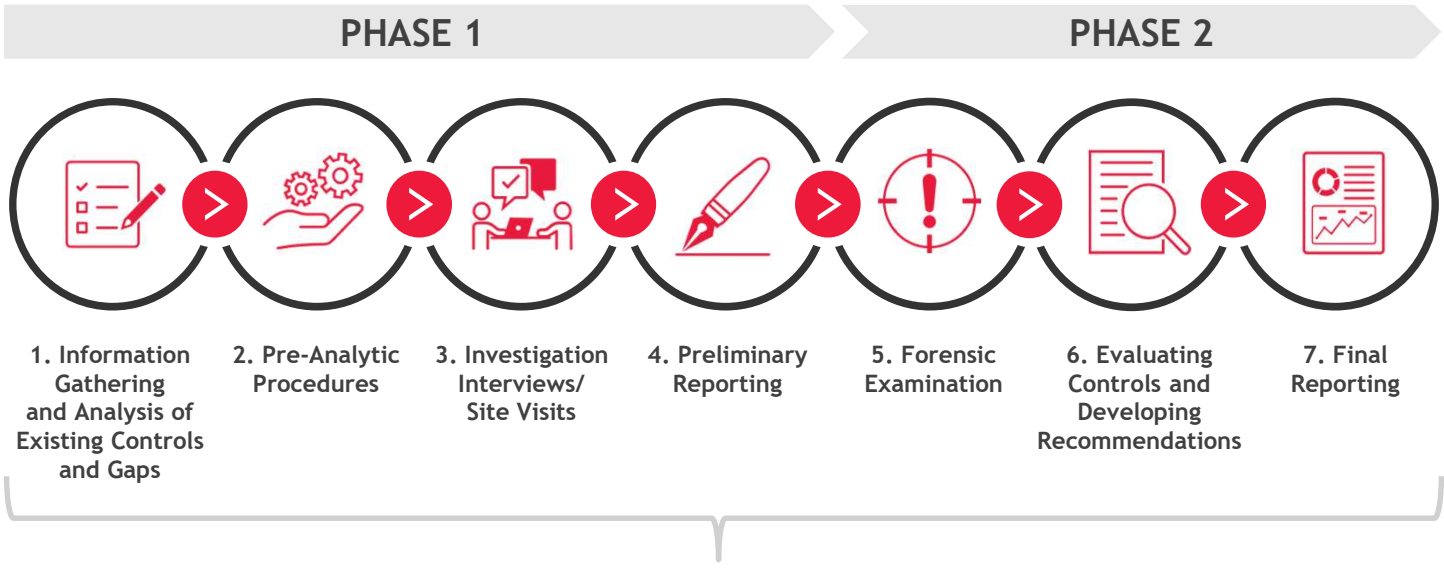
Summary Investigation Technical Approach

BDO utilizes a standard, engagement-tested approach for conducting forensic accounting and investigations. This ensures uniformity across our work, provides a comprehensive methodology to uncover the facts, and allows us to prepare meaningful reports for our clients. Our approach also provides the City with a roadmap to move past any identified misconduct and implement the proper mitigating control procedures. Our goal is to give the City confidence that its assets are being used to support its purpose and objectives, and not for unauthorized purposes.



Tools & Technology for Investigations

BDO also utilizes an array of third-party and internally developed proprietary tools to automate tasks whenever possible so we can more efficiently and expediently support forensic investigations; these tools include, but are not limited to:

Data Collection, Preparation & Analytics

- Microsoft SQL Server & AWS GovCloud
- Trifacta Data Wrangler
- BDO Proprietary Python, Ruby, SQL and VBA Scripts

PDF Mining & Extraction

- CaseWare IDEA
- Able2Extract
- DataSnipper

BI Visualizations

- PowerBI
- Qlik Sense Cloud
- Tableau

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Detailed Investigation Technical Approach

BDO's forensic accounting and investigation methodology comes from decades of experience, both within the industry and as external investigators.

This section provides a general outline of the phases and sub-phases of our investigative approach, the objectives of each sub-phase, and example activities within each sub-phase.

Every investigation will have its own nuances and the activities will vary; however, our standard approach allows us to gather and assess the necessary information to ensure all the facts are uncovered, and any anomalies are properly reviewed and addressed in a timely and cost-effective manner.

BDO anticipates that its Phase 1 assessment will be completed within the allotted four-month timeframe.

PHASE 1 – INITIAL ASSESSMENT

1. **Information Gathering and Analysis of Existing Controls.**

a) Objective

i. Gain an understanding of the:

1. Financial anomalies known to date.
2. System of internal controls within the City's Treasury function and related functions.

ii. Gather relevant data for further analysis.

b) Example activities to be conducted

i. Conducting kickoff meeting with relevant/key City of Banning personnel to understand known financial anomalies.

ii. Gaining an understanding of the internal controls which were, or were not in place, in order to understand any weaknesses which could be exploited.

iii. Preliminary interviews with select staff to understand how key processes work in practice and understand if there are any known concern areas.

iv. Development and submission of Provided by Client ("PBC") List. Requests may include, but are not limited to:

1. Relevant policies and procedures,
2. Process maps,
3. Organizational charts,
4. Financial data (e.g., financial statements, bank statements, detailed general ledger, chart of accounts) or read-only system access,
5. Payment registers (e.g., accounts payable, payroll),
6. Fringe benefits data,
7. Standard reports (e.g., financial, audits) and reconciliations,
8. Employee data (e.g., employee contracts/agreements, timesheets, current/past rosters, human resources employee file, job descriptions, compensation reports), or
9. Email/SMS/WhatsApp communications.

v. Development of profile for potential fraudster(s), identifying characteristics and components associated with the fraud triangle.

vi. Facilitating stakeholder communications considerations and planning.



- An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
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Detailed Investigation Technical Approach

2. Pre-Analytic Procedures

a) Objective

i. Analyze data/documentation provided by the City in order to preliminarily assess any known and unknown financial anomalies.

b) Example activities to be conducted

i. Performing custom data analytics to identify trends, anomalies in data.

ii. Performing judgmental and/or statistical sampling (whichever appropriate) and conduct testing of specific transactions (financial and non-financial), including review of supporting documentation to ensure proposed and authorized payments match actual disbursements.

iii. Reconciliation of accounts, including reconstruction of prior reconciliations already completed.

iv. Horizontal Analysis – Period to period analysis of account balances.

v. Vertical Analysis – Reviewing of each line item on a financial statement as a percentage of another line item in comparison to prior periods.

vi. Fair Market Analysis – Conducting analysis of specific goods/services in local marketplace, including getting bids from local vendors, to establish market-level prices and then compare to prices charged to the City.

vii. Performing tracking of misconduct, including review of general ledger detail and billing reports, to determine if donor/external funder funds were misappropriated



3. Investigative Interviews and Site Visits

a) Objective

i. Gain a further understanding of observed anomalies from sub-phase 2.

ii. Obtaining any knowledge (direct or indirect) of known fraudulent activity perpetrated, alleged, or suspected by the interviewee and requesting any relevant files or communications to support claims made.

iii. Corroborate facts on the ground.

b) Example activities to be conducted

i. Performing detailed walkthroughs with identified personnel involved in potentially compromised processes and related control procedures to understand how the processes operate in practice, which may be different than documented/established procedures.

ii. Conducting initial investigative interviews. Interviews can be conducted virtually any time during an investigation, depending on the urgency of the need to interview suspicious parties. For example, if the suspicious parties are at risk of leaving/resigning/fleeing, their interviews could be expedited at the start of investigation proceedings, however it is best practice to hold these interviews until the end.

iii. Reviewing identified anomalies in data, abnormal transactions, unauthorized transactions with interviewees and obtaining their explanations as to how these anomalies may have taken place.

iv. Interviewing related third parties (e.g., vendors, beneficiaries, citizens), depending on the nature of the identified misconduct.

v. Completing site visits at partner, affiliate, vendor, or other third-party offices related to observed anomalies

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Detailed Investigation Technical Approach

4. Preliminary Reporting

a) Objective

i. Ensure identified the City stakeholders are aware of investigation methodology, progress, proceedings, and preliminary findings.

b) Example activities to be conducted

i. Providing regular status update reports which include activities accomplished, to be accomplished, billing status, and other relevant data points determined by the City.

ii. Conducting frequent (e.g., weekly, bi-weekly, monthly) and ad-hoc check-in phone calls to discuss investigation progress.

iii. Examples of Preliminary Report deliverables:

1. Oral presentation of preliminary findings to date, as requested by the City
2. Preliminary reporting to the City Council (as requested by the City) to report significant findings, or to obtain authorization for any expansion of the scope of services, if required.
3. Other preliminary reports as requested by the City

iv. **Note - The City will be informed of progress as frequent as desired and BDO's preliminary reporting can happen at any part of Phase 1, especially if strong suspicions of misconduct are present.**



PHASE 2 - DETAILED ANALYSIS

5. Forensic Examination

a) Objective

i. Further investigate observed anomalies identified in Phase 1.

ii. Provide quantifiable measure for the likelihood and/or magnitude of the misconduct which was observed/verified in Phase 1.

iii. **Note - This sub-phase will only be applicable if anomalies are found in Phase 1 which require further analysis. The scope the investigation procedures in this sub-phase will be established/approved by the City.**

b) Example activities to be conducted

i. Performing further analysis on identified areas of concern, including detailed reconciliations, document analysis, funds tracing, etc…

ii. Performing further investigative interviews, including follow up discussions and admission-seeking interviews.

iii. Determining potential complicit or negligent parties related to observed misconduct.

iv. Providing Rough Order of Magnitude ("ROM") to summarize impact of misconduct.

1. Where determination of the actual misconduct value involves additional extensive investigation, we will discuss with the City and then note our approach for these cases, which could involve additional follow up on the investigation, additional testing, ROM, and extrapolating findings as options.

v. Extrapolating findings of fraudulent activity from sample review to a larger population for periods and transactions not tested.

vi. Determining non-financial impact, such as funder compliance and possible disclosures which need to be made.

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Detailed Investigation Technical Approach

6. Evaluating Controls and Developing Recommendations (if applicable)

a) Objective

i. Determine where control weaknesses existed which may have allowed misconduct to be perpetrated, or present opportunity for fraud to occur, and provide control improvement recommendations which properly mitigate future risks of misconduct.

ii. **Note - This sub-phase will only be applicable if control weaknesses are found in Phase 1.**

b) Example activities to be conducted

i. Developing Gap Assessment matrix detailing where breakdowns in control procedures design or execution exist. Conducting risk assessment on compromised processes and providing “Heat Map” with risk ratings based on likelihood, impact, and pervasiveness of the risks observed.

ii. Providing detailed recommendations on control improvements, including changes to documented policies and procedures and addition and/or redesign of control procedures.

iii. Developing process flow diagrams, including proposed future states which include the implementation of improved control procedures.

iv. Drafting revised policies and procedures.

v. Conducting training on proper internal control practices, fraud awareness, etc..

7. Final Reporting

a) Objective

i. Ensure identified City stakeholders are aware of investigation findings and next steps.

b) Example activities to be conducted

i. Examples of Final Report deliverables:

1. Final reporting (formal or oral) on findings to date, as requested by the City key stakeholders.
2. Detailed report with complete findings of investigation proceedings, including schedules, appendices, and accompanying work papers
3. Reporting to the City Council (as requested by the City) to report significant findings, or to obtain authorization for any expansion of the scope of services, if required.
4. Other reports as requested by the City
5. Management-level reports with executive summary of findings, recommendations of improvements, and next Phases.
6. Audit Committee report and/or oral presentations discussing findings from investigation proceedings.
7. Specialized reports for donors.

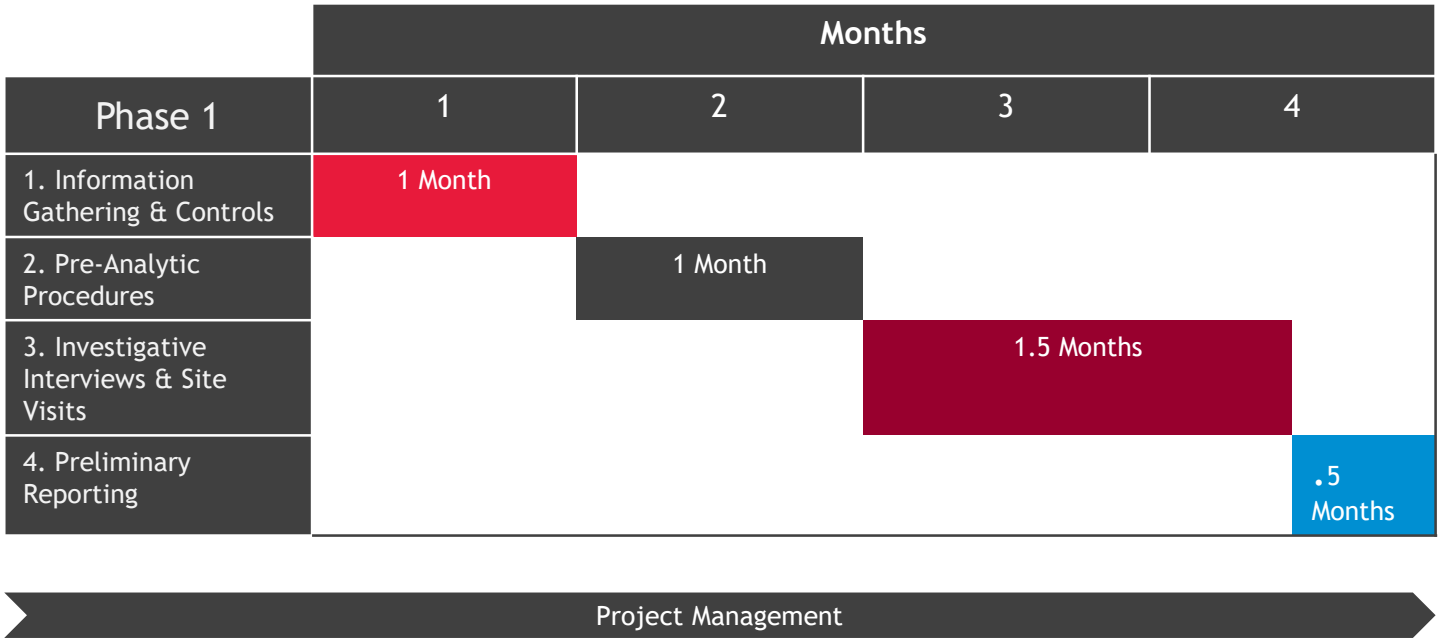
As part of a potential Phase 3, BDO is available to support the City with analysis/reporting related to assisting the City to collect any potentially recoverable losses. The City will provide prior approval prior to the commencement of any expanded scope procedures.

- Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

Project Schedule

We estimate the earliest start date to be January 2024 and anticipate the Phase 1 work to be complete within the allotted 4 months (as referenced in the RFP). This timeline assumes that we are able to complete our work efficiently. In order to do so, we must be able to schedule meetings timely, receive responses to questions and requests regularly, and have the collaboration and cooperation of the City's selected engagement team.

The time estimate below is only for Phase 1. Upon the completion of Phase 1, and with the approval from the City, BDO will provide additional time and cost estimates for Phase 2 and 3 work, if they are necessary.



- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

Tasks for City Staff/Use of City Facilities

Our forensic accounting and investigation services may necessitate certain interactions with City staff, depending on the direction and findings of our initial analyses. While the exact nature and extent of this assistance remain to be determined, it could potentially include providing access to financial records, support in coordinating interviews with personnel, and guidance in navigating City databases and systems. It could also include actual fact-gathering interviews. As shown in the section titled Project Management Structure on page nineteen, BDO will assign a full-time Project Manager to drive project completion and to mitigate any administrative burden of the City's personnel. We aim to work collaboratively with the City staff, ensuring that any involvement is as streamlined and minimally intrusive as possible.

In terms of utilizing City-owned facilities or properties, our current plan maintains flexibility. Depending on the progress and specific requirements of our investigation, we might explore the possibility of using secure office space within a City-owned building for our team's operations while they are on-site. This would facilitate close collaboration with City staff and ensure the confidentiality of our work. However, this is only a potential scenario, and our use of such facilities will be evaluated and discussed in detail as our project requirements become clearer. In sensitive situations, such as admission-seeking interviews, we prefer to take our work off-site.

We do not anticipate requiring any City property or space that would require the City to take on additional cost for this engagement. We expect to be able to complete the majority of the work remotely; however, during the course of the engagement, circumstances may require temporary access to City facilities or equipment. For example, should we need to interview staff on-site, we would request the use of conference room space. Similarly, if our team needs to review records that are solely kept as hard copy documents, we will request access to those documents as well as an on-site workspace to review the files.

- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

At BDO, we tailor each approach for our client since there is rarely a one-size-fits-all solution. This is especially true in forensic examinations, which often require out-of-the box thinking and innovative analysis techniques. As we learn more about your organization, we will be able to hone our approach to your needs. Below are a few examples of how this flexible approach has benefitted similar clients.

BDO Helps Company Investigate Qui Tam Allegations Concerning Misclassified Costs



Client Need

In support of a qui tam matter, a company engaged BDO to perform a forensic investigation of claims alleging widespread cost misclassification and indirect cost rate manipulation over the life of an 8-year grant program.



BDO Solution

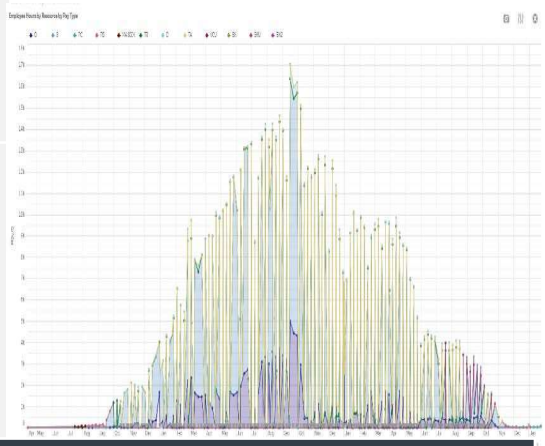
In support of this engagement, BDO:

- Analyzed over eight years of GL transactions and subsidiary ledger data to identify high-risk transactions of interest and visualized results.
- Performed 100% review of high-risk, high-value transactions for allowability and appropriate classification, while testing the remaining population of transactions in accordance with regulatory sampling guidance.
- Conducted statistical sampling and testing of moderate risk areas
- Developed model to quantify the cost impact of unallowable/misclassified transactions by funding source.
- Prepared expert report for presentation of findings and quantified potential exposure to the Office of Inspector General (OIG).

BDO Supports Organization with Investigation of Time Charging and Procurement Irregularities

Client Need

A large organization with multiple federal government contract and grants engaged BDO, under the privilege of counsel, to perform a forensic investigation of time mischarging, vendor overpayment, shell company transactions, conflicts of interest, and irregularities in contracting with small businesses.



BDO Solution

As part of this engagement, BDO:

- Analyzed multiple years of time charging data to determine whether individuals supporting multiple programs concurrently were mischarging time dependent on available program budget.
- Leveraged CaseWare Idea to efficiently extract pertinent information from PDF documentation and integrated with ERP procurement data to evaluate purchasing irregularities.
- Quantified potential exposure and provided expert report of findings to counsel and executive leadership.

BDO Assists Large Healthcare Company with Analysis of Corporate Credit Card Transactions



Client Need

A large healthcare company engaged BDO to investigate whether director-level employees were inappropriately charging personal expenses on company-provided credit cards.

BDO Solution

During this engagement, BDO:

- Worked directly with the client's IT personnel to extract and load three years of expense and credit card data into a SQL database for analysis.
- Utilized Able2Extract to mine additional attributes from credit card statements to facilitate identification of potential personal charges.
- Flagged transactions of interest and imported into BDO's proprietary forensic analytics tool to research potential issues in real-time with client.
- Quantified potential exposure and provided report of findings to client.

V.B.B Company Information

- This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

Contact Person	Sly Atayee - Project Manager
Contact Information	703-965-2792 satayee@bdo.com
BDO Headquarters	Headquarters: Chicago Office 330 N. Wabash Ave., Suite 3200 Chicago, IL 60611 While we are headquartered in Chicago BDO serves clients nationally across more than 75 offices in the U.S, including our Los Angeles office.

List of Company Locations

Chicago, IL; Oakbrook, IL; Huntsville, AL; Anchorage, AK; Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Jose, CA; Orange County, CA; San Francisco, CA; Boulder, CO; Denver, CO; Greeley CO; Stamford, CT; Wilmington, DE; Washington D.C.; Boca Raton, FL; Miami, FL; Tampa, FL; Fort Lauderdale, FL; Orlando, FL; West Palm Beach, FL; Jacksonville, FL; Atlanta, GA; Rosemont, IL; Indianapolis, IA; Baltimore, MD; Columbia, MD; Boston, MA; Gardner, MA; Detroit, MI; Grand Rapids, MI; Kalamazoo, MI; Minneapolis, MN; St. Louis, MO; Las Vegas, NV; Cherry Hill, NJ; Woodbridge, NJ; Long Island, NY; New York, NY; Valhalla, NY; Charlotte, NC; Raleigh, NC; Akron, OH; Cleveland, OH; Columbus, OH; Cincinnati, OH; Tulsa, OK; Philadelphia, PA; Pittsburgh, PA; Greenville, SC; Memphis, TN; Nashville, TN; Austin, TX; Fort Worth, TX; San Antonio, TX; Dallas, TX; Houston, TX; Salt Lake City, UT; Norfolk, VA; Richmond, VA; Seattle, WA; Spokane, WA; Madison, WI; Milwaukee, WI.

BDO USA, P.C., a Virginia professional corporation, is the U.S. Member of BDO International Limited, a UK company limited by guarantee, which forms part of the international BDO network of independent member firms, the world's fifth largest accountancy network. BDO International employs over 111,300 employees, has over 1,800 worldwide offices in over 160 countries. Our worldwide revenue last year topped $12.8 billion.

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About BDO

As a global business advisor, we deliver insight-driven perspectives through a comprehensive array of assurance, tax, and advisory services to help you navigate challenges, uncover opportunities, and adapt to the constantly changing business environment.

BDO USA *

$2.82
U.S. Revenue

13.3%
Increase over last year

75+
Offices

860
Principals

12,000+
Total Personnel



* BDO USA statistics for the year ended April 30, 2023.

BDO INTERNATIONAL **

$12.8
Global Revenue

160+
Countries

1,800+
Offices

7,744
Partners and Principals

111,300+
Total Personnel



** BDO International statistics for the year ended September 30, 2022. Locations include exclusive alliances of BDO Member Firms.

- The proposer should provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards (1994).

The City’s proposed engagement team is independent as defined by current professional standards. We confirm BDO currently has no interest and shall not acquire any interest—direct or indirect—which would conflict in any manner or degree with the performance of our services under the contract.

- The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

Litigation

During the past five years, BDO USA has been a defendant in a number of actions, proceedings, claims or complaints. The volume of claims and suits is normal level of litigation for a national accounting practice. The ultimate outcome of any claim, proceeding, or lawsuit cannot be predicted with certainty, and sometimes BDO settles these matters to avoid the cost of future litigation. In addition, BDO carries professional liability insurance to protect against costs associated with claims.

The outcome of the matters that have come to a conclusion, either by settlement or otherwise, both individually and in the aggregate, have not had a material adverse effect on the ability of BDO to serve clients, or on the consolidated financial position of BDO.

V.B.C Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

Project Management Structure

A STREAMLINED STRUCTURE THAT DRIVES BEST VALUE FOR MONEY

BDO can deploy a variety of teams and resources to meet the needs of any particular investigation. We provide our clients with deep technical knowledge, critical forensic investigation techniques, and state and local government industry expertise. BDO prides itself on cost efficiency, which is realized through the efficient use of select experts on each engagement.

BDO establishes a streamlined project management structure for each engagement. Below we have the proposed management structure for this engagement, which can either be expanded, utilizing the thousands of staff resources at our disposal to ensure a comprehensive and timely analysis, or pared down to ensure cost effectiveness.



RESPONSIBILITIES OF THE PROJECT DIRECTOR

As the Project Director, and with extensive knowledge of state and local government operations, Corey will provide oversight on all project activities and reporting. Corey will act as the liaison to City Management, Board of Directors and any sub-committees (e.g., Audit Committee, Risk Committee, etc..).



RESPONSIBILITIES OF THE PROJECT MANAGER

Sly, an expert in forensic investigations, will act as the main point of contact for BDO and will lead the day-to-day operations of the investigation. This includes driving the completion of investigation activities, developing project plans, overseeing project staff, ensuring objectives are met, ensuring timelines/deadlines remain in focus, and deliverables have proper first layer reviews.



RESPONSIBILITIES OF THE INDUSTRY SUBJECT MATTER EXPERT

Nic will provide industry subject matter expertise around the inner-workings of municipal governments. He will also provide a second layer review for all deliverable work products to ensure the high quality of deliverables.



RESPONSIBILITIES OF THE TECHNICAL SUBJECT MATTER EXPERT

David will provide subject matter expertise, both from the forensic analysis and state/local government industry perspectives. As a CFE, David has extensive experience with investigation and risk management techniques. He also regularly advises state and local governments on aspects of financial management, including developing robust financial management systems for billions of ARPA dollars.



RESPONSIBILITIES OF THE STAFF-LEVEL RESOURCES

BDO has access to thousands of staff-level resources which are available to perform analyses, document review and more at an efficient cost to the City.



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Mclean, VA 22102

Tel: 703-893-0600
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COREY EIDE

Managing Director, Industry Specialty Services

EXPERIENCE

Corey Eide supports clients' investment in resilience. As Director, Industry Specialty Services, Corey serves a wide variety of clients in federal, state, tribal, local, territory government, and nonprofit organizations. Corey works across the competencies and capabilities of BDO to provide tailored services for unique client needs.

Prior to joining BDO, Corey served in leadership roles in nonprofit and international government organizations where he led strategic planning initiatives, change management, and enterprise program design and delivery. Over the past 15 years, Corey has supported capacity building in communities across the US, provided technical assistance following disasters, and served as a senior agency representative to FEMA and the World Health Organization. Corey has overseen the implementation of government grants, designed financial controls, and crafted nimble learning solutions.

Specific examples include the:

- Creation of government planning guidance
- Production of INGOs standards and best practices in service delivery
- Modernization of legacy CRM and financial assistance systems
- Design and implementation of client experience strategies
- Implementation of safety standards and procedures

Corey is dedicated to superior client experience and strong partnerships. Corey sees client experience as the foundational of service and has developed partnerships within all levels of government, community-based organizations, faith-based organizations, the private sector, foundations, international NGOS, and the United Nations.

Navigating the circles of academia, policy, and practice is where Corey thrives.

Corey also serves as a Senior Fellow at the Disaster Resilience Leadership Academy at Tulane University.

PROFESSIONAL AFFILIATIONS

International Association of Emergency Managers
International Humanitarian Studies Association
National Voluntary Organizations Active in Disaster

EDUCATION

M.S., International Development, Tulane University
B.A., Communications, California Baptist University



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SLY ATAYEE

Senior Manager, Industry Specialty Services

EXPERIENCE

Sly Atayee is a Senior Manager in BDO's Industry Specialty Services practice, focused on assisting clients with various aspects of forensic and financial analysis. Examples of his in-depth work experiences includes forensic and statistical analysis, fraud investigations, internal control assessments, financial process redesign, complex cost recovery calculations, defective pricing analysis, policy and procedure development and support, and assisting with other various tasks.

Sly has in-depth experience working within the COSO Internal Control Framework and developing robust control systems for a wide range of nonprofit organizations.

Sly has led numerous forensic investigations both domestically in the US, and internationally in Africa, Asia and the Middle East. His experience includes leading project teams in large-scale investigations to quantify potential losses suffered from fraud, waste or abuse and also developing and implementing corrective action plans to ensure fraud risks are properly mitigated and addressed in the future.

Sly also has experience in litigation support, substantiating costs through the collection of supporting documentation, performing data analytics in order to calculate and quantify losses and economic damages, whether suffered through tort, breach of contract, fraud, or misconduct, as well as market analysis for procurement. Many of Sly's engagements have been privileged and were conducted through the client's legal counsel.

PROFESSIONAL AFFILIATIONS

Member, Association of Certified Fraud Examiners

- Sly has passed all parts of the Certified Fraud Examiners exam and is waiting to receive his official license

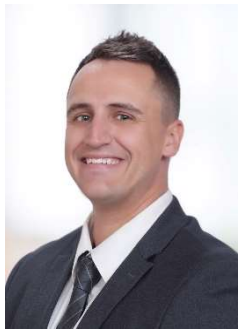
American Bar Association, Young Lawyers Division

EDUCATION

B.B.A., Finance, Cum Laude, James Madison University

LANGUAGE PROFICIENCIES

Bilingual proficiency in English and Farsi (speaking)



nnunn-faron@bdo.com

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Mobile: 636-485-5297

101 S Hanley Rd
Suite 800
St. Louis, MO 63105

Tel: 314-889-1100
Fax: 314-889-1101

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NIC NUNN-FARON, CEM, CSP, CBCP

Senior Manager, Industry Specialty Services

EXPERIENCE

Nic Nunn-Faron serves as Manager in BDO's State & Local Government Advisory practice, where he has the opportunity to apply varied experience in policy development, planning, risk management, and grants administration to meet the resilience and sustainability needs of public, private, and nongovernmental agencies throughout the United States. Over the past 10 years Nic has been charged with the management and oversight of engagements for city, county, state, tribal, territorial, federal government, higher education, and nonprofit organizations.

Nic has managed over a half dozen COVID-19 engagements with state and local governments, developing the strategy, management infrastructure, and oversight for their Stimulus Funds.

He serves as a key resource for the firm's Environmental, Social, and Governance (ESG) Advisory capability develop team, where he is able to utilize his background in sustainable development and enterprise risk management to advance the services by which BDO assists its clients in becoming more resilient against and better stewards of the environment and society. His primary area of focus is in utilizing sustainability reporting principles to assist jurisdictions in implementing infrastructure and development strategies.

Prior to joining BDO, Nic supported program management operations for local municipalities, led technical response operations following natural disasters, served as an agency field liaison to FEMA, coordinated with the United Nations cluster system, and responded as part of over a dozen emergency operations throughout the United States and abroad.

PROFESSIONAL AFFILIATIONS

Global Reporting Initiative, Certified Sustainability Professional (CSP)
International Association of Emergency Managers, Certified Emergency Manager (CEM)
Disaster Recovery Institute International, Certified Business Continuity Professional (CBCP)
International City/County Management Association

EDUCATION

M.S., International Development, Tulane University
B.A., Public Policy/Urban Affairs, Saint Louis University



dclark@bdo.com

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DAVID CLARK, CIA, CFE, CRMA

Managing Director, Industry Specialty Services

EXPERIENCE

David Clark is a Managing Director in BDO's Non-Profit Advisory Practice. He advises clients on a wide range of issues including matters of organizational strategy, regulatory compliance, cost allowability and recovery issues, risk management, and internal control and operational assessments. His work includes extensive experience supporting federal funding recipients including colleges and universities, non-profits, research institutions, and government contractors.

David offers over 13 years of experience providing guidance and support for organizations of all sizes in improving compliance, governance, operations, and risk management activities. He often works with clients to evaluate and enhance business processes and control environments, as well as evaluating compliance with federal spending regulations. Prior to joining BDO, David served as a senior audit manager at a leading financial institution and served as a Director in the Higher Education and Research Institutions consulting practice of an international accounting firm. David's deep knowledge of compliance, risk, and controls and industry experience allows him to provide personal, practical solutions for clients.

David's specific experience includes helping organizations:

- Investigate and resolve matters related to regulatory compliance (including false claims), employee misconduct, misappropriation of funds, fraudulent financial reporting, and whistleblower complaints.
- Respond to changing regulatory requirements and evaluate regulatory compliance.
- Assess enterprise risks (including fraud risks) and facilitate discussions with senior leaders regarding mitigation and monitoring of the organization's risk landscape.
- Evaluate business operations, policies and procedures, and overarching control environments and implement changes that foster enhanced efficiency, effectiveness, and control.
- Develop, implement, and improve practices related to grants and contracts administration and monitoring.

David also presents at numerous conferences on such topics as regulatory compliance, internal controls, cost allowability, fraud prevention, risk assessments, and corporate governance.

PUBLICATIONS

- "Emerging Audit Trends – What You Need to Know" NCURA Magazine – August 2015
- "Emerging Audit Trends – What You Can Do to Prepare" NCURA Magazine – October/November 2015
- "Best Practices for Building a University Audit Plan" ACUA College and University Auditor Journal – Winter 2020

PROFESSIONAL AFFILIATIONS

Association of Certified Fraud Examiners
Institute of Internal Auditors (Board Member, Northern Virginia Chapter)
National Council of University Research Administrators

EDUCATION

B.S. Commerce (concentrations in Finance and Management), University of Virginia, McIntire School of Business

- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

Where required, our proposed team members have the appropriate licenses and certifications to perform the requested work in California.

V.B.D Disclosure

- Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

We have made appropriate conflict of interest inquiries in accordance with our quality assurance procedures, and can confirm that our appointment by you will not give rise to any conflicts.

V.B.E Evidence and References

- The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in #Prerequisites with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

  III.A Years of experience

  Have at least ten (10) years' of experience, within the past ten (10) years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. Have not filed for bankruptcy under any business name over the past five (5) years.

BDO USA, P.C. is a Virginia professional corporation. In our more than 110-year history, BDO has never filed for bankruptcy.

As noted, in our proposed team's resumes, BDO will bring significant experience to this engagement:

- Corey Eide has over 15 years of exceptional experience, establishing himself as a highly accomplished professional in the field. His extensive expertise and unwavering commitment have made him a trusted leader in the industry.
- Sly Atayee has over 8 years of invaluable experience at BDO, establishing himself as a highly accomplished Senior Manager in the Industry Specialty Services practice. He has consistently demonstrated his exceptional skills in managing complex investigations and delivering outstanding results. Sly's role as a Senior Manager has involved overseeing a diverse range of projects, including financial advisory, risk management, and business consulting.
- Nic Nunn-Faron brings 10-plus years experience with BDO managing and overseeing engagements for city, county, state, tribal, territorial, federal government, higher education, and nonprofit organizations.
- David Clark offers over 13 years of experience providing guidance and support for organizations of all sizes in improving compliance, governance, operations, and risk management activities.

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History of BDO

Since our founding, the BDO story has been one of continuous response to our clients' and peoples' ever-changing needs.

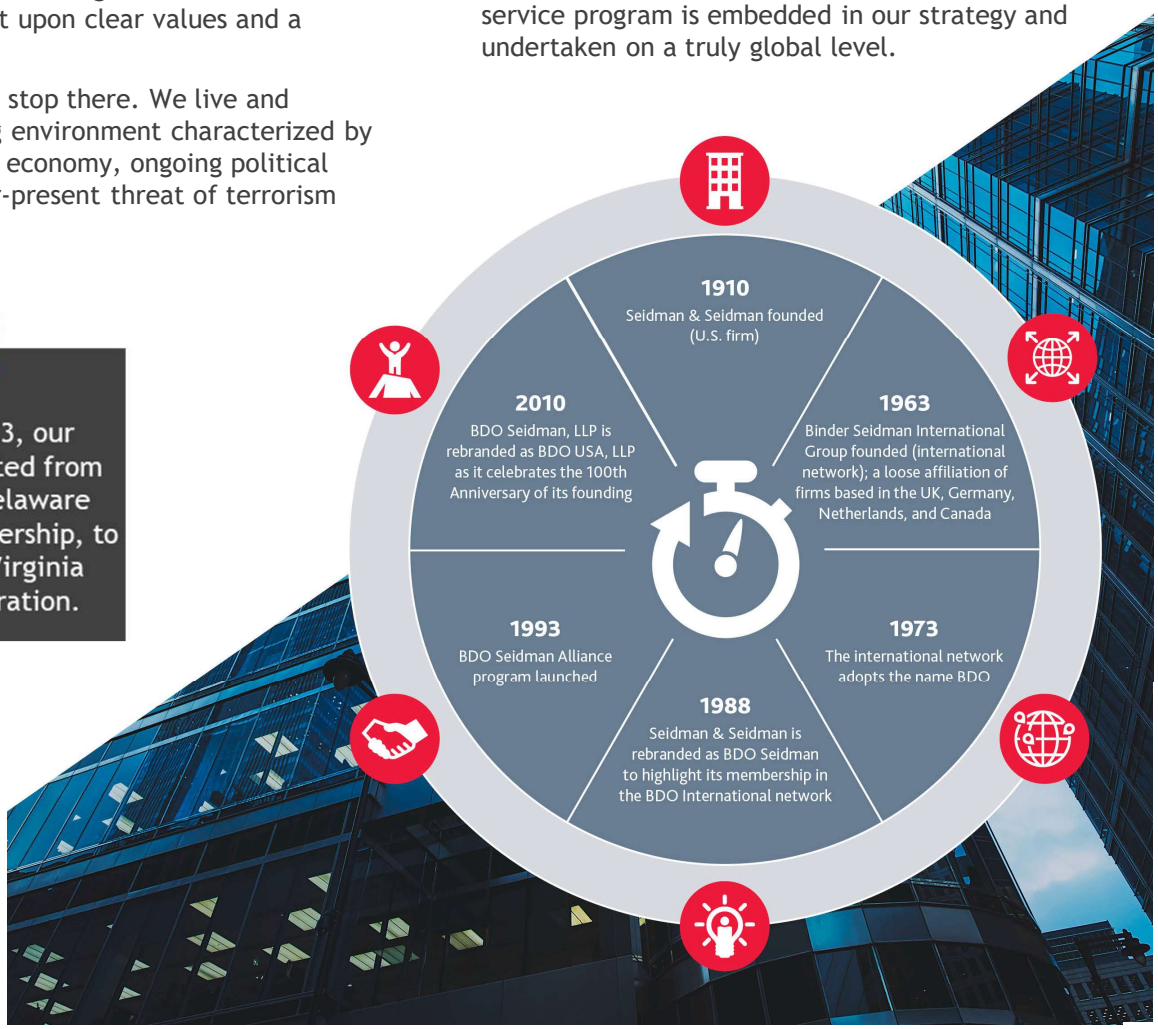
Our history reflects the continuity and stability of a network that has developed so successfully over more than fifty turbulent years. Equally, our partners and staff know that they are working for a well-established organization that is built upon clear values and a successful past.

But for BDO, it does not stop there. We live and operate in a challenging environment characterized by an unpredictable global economy, ongoing political upheavals, and the ever-present threat of terrorism

In common with all businesses, we must take strategic decisions to ensure that we can continue to attract global clients, enter new markets, improve performance, and manage risk. We have invested in global infrastructure technology and are ready—this is what sets us apart from our competitors.

Above all, we will continue to deliver the exceptional client service for which we are known, because this is what differentiates us in our market. Technical excellence is a given, but our exceptional client service program is embedded in our strategy and undertaken on a truly global level.

On August 30, 2023, our organization converted from BDO USA, LLP, a Delaware limited liability partnership, to BDO USA, P.C., a Virginia professional corporation.



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Public Sector Industry Credentials

THOUGHT LEADERSHIP AND CLIENT EDUCATION

We demonstrate our knowledge and experience in our relevant client work and thought leadership — from proprietary research to timely reports and industry events, BDO is at the forefront of the public sector conversation and believe in the power of industry participation. Many of our practice professionals are in the field with our clients, author articles on salient issues, and comment on breaking news. We are speakers at industry conferences and seminars, are active in organizations and trade associations, and serve as resources for trade publications.

Our goal is to bring perspective on opportunities, trends, issues and regulations that frame our approach and services to address our clients' needs.

Publications and technical updates

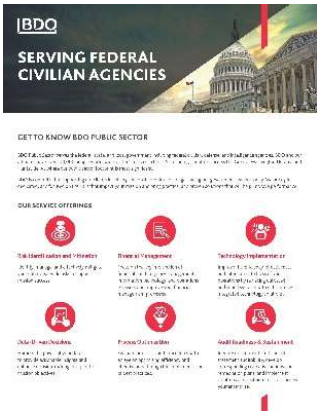
We share our knowledge through a variety of thought leadership, keeping you abreast of relevant news and hot topics that go beyond balance sheets and financial statements.

- **BDOKnows** — series of newsletters, flash reports and in-depth discussions addressing significant financial reporting developments.
- **Public-Private Partnership (P3s)** — Drawing upon our P3 practice's 20+ year history, BDO's mobilization process can capture the unique nuances to develop tailored strategies to win alignment and approval for your development goals.
- **Significant Accounting and Reporting Matters Guide** — quarterly digest of final and proposed financial accounting standards.
- **GASB, FASB, and Single Audit Flash Reports** — information about selected developments and emerging issues are immediately e-mailed to BDO professionals for timely communication to clients.
- **Tax Newsletters and Alerts** — updates on federal, state, local, expatriate, and international developments along with other specific tax planning and strategy considerations.
- **Industry Newsletters, Alerts, Reports, Proprietary Studies, Infographics, and Surveys** — a variety of publications depicting specific industry issues, emerging trends, and developments.

Topical resources available for our clients, include:

- Community Infrastructure Act: Community Infrastructure
- Community Resilience: Community Resilience
- Innovation and Transformation: Business Innovation
- Corporate Governance and Financial Reporting: Corporate Governance
- Single Audit: Frequently Asked Questions
- OMB Uniform Guidance
- The Latest in COVID-19 Funding Compliance Guidance





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Fraud, Investigations, & Disputes



We provide exceptional service for exceptional circumstances. When scrutiny is most intense, organizations must not only determine the facts, but also determine them quickly.

FORENSIC ACCOUNTING & INVESTIGATIONS

BDO's forensic accounting professionals provide strategic guidance to organizations across the country and around the world, helping them resolve high-stakes matters involving fraud and corruption, accounting irregularities, and a wide variety of compliance issues.

Our forensic accounting services include:

- Corporate Investigations
- Anti-Bribery and Corruption Investigations
- Fraud Prevention
- Global Investigations
- Government Investigations
- Fraud Analytics
- Books and Records Review
- Due Diligence
- Anti-Money Laundering Law (AML), Bank Secrecy Act (BSA), and Office of Foreign Asset Control (OFAC)
- Post-acquisition Disputes
- Monitorships
- Damages Analysis

- Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

Client References

Below is a selection of prior engagements showing our technical abilities and quality of service. We invite you to reach out to hear what our clients have to say themselves. Please note that much of our investigation work is done under attorney-client privilege and therefore we are limited in which clients we can disclose in this service area.

ORGANIZATION	NAME / TITLE / CONTACT NUMBER	DESCRIPTION OF THE WORK PERFORMED
State of West Virginia 1900 Kanawha Boulevard, East Charleston, WV 25305	**Ann Urling** Deputy Chief of Staff Office of Governor Jim Justice ann.v.urling@wv.gov Phone – (304)-558-2000	• Assisted with the implementation of $4 billion+ of CARES/ARPA funds, including installing a robust risk management program and system of internal controls for the tracking and distribution of government funds • Performed cost review/forensic analysis of ARPA grant funds to detect unallowable or fraudulent costs – regularly reported findings to Governor's office and provided guidance on proper risk management procedures • Assisted with responding to Inspector General inquiries and desk reviews/audits
Fairbanks North Star Borough 907 Terminal Street Fairbanks, AK 99701	**Jim Williams** Chief of Staff jim.williams@fnsb.gov Phone – (907)-459-1305	• Uncovered fraudulent activity within small business grant programs • Assisted with quantifying and assessing instances of fraud • Provided control remediation measures to mitigate future risks of fraud
Feed the Children 333 N. Meridian Oklahoma City, OK 73107	**Christy Tharp** Chief Financial Officer christy.tharp@feedthechildren.org Phone - (405)-945-4040	• Performed investigation of procurement procedures following allegation of kickbacks at local field office • Performed Fair Market Analysis to establish reasonable pricing for purchased items to assess potential for fraud/waste/abuse • Completed Internal Control Assessment to ensure control gaps were filled
Planned Parenthood Global 26 Bleecker St, New York, NY 10018	**Hilary M. Castillo (Currently at Start NY)** Former Vice President, Global Operations at PPFA Chief Operating Officer HCastillo@StartNY.org Phone – (929)-722-1398	• Conducted investigation of procurement practices following allegation of conflicts of interest at local field office • Completed Internal Control Assessment to ensure control gaps were filled
International Relief and Development (now known as Blumont) 1621 N Kent Street Arlington, VA 22209	**Vladan Ilic (Currently at Winrock International)** Former Assistant Vice President, Finance at Blumont Senior Director, International Controller at Winrock Vladan.Ilic@winrock.org Phone – (703)-209-6788	• Led numerous investigations on behalf of the organization with its field operations to determine if waste, fraud, or abuse exists and/or if there is high likelihood for such behaviors • Assessments required vendor and beneficiary procedures and calculations and potential irregularities.

Attorney References

As mentioned on the previous slide, much of our investigations work is done under the privilege of outside legal counsel. We invite you to reach out to our valued attorney contacts below for more information on our qualifications. Out of respect for them and their/our client's privacy, we ask that specific client details not be requested, or those requests be limited. BDO will of course show the same discretion for the City should it be awarded this bid.

ORGANIZATION	NAME / TITLE / CONTACT NUMBER
Venable LLP (LAW FIRM) *600 Massachusetts Ave NW* *Washington, DC 20001*	**Dismas Locaria** Partner Dlocaria@Venable.com Phone – (202)-344-8013
Crowell and Mooring LLP (LAW FIRM) *1001 Pennsylvania Avenue NW* *Washington, DC 20004*	**Peter Eyre** Partner PEyre@crowell.com Phone – (202)-624-2807
Wiley LLP (LAW FIRM) *2050 M Street NW* *Washington, DC 20036*	**Brian Walsh** Partner bwalsh@wiley.law Phone – (202)-719-7469
Bass, Berry & Sims PLC (LAW FIRM) *1201 Pennsylvania Avenue NW* *Washington, DC 20004*	**Todd R. Overman** Member toverman@bassberry.com Phone - (202)-827-2975

Appendix

BDO Considerations of the City's Sample Agreement

Proposed Changes to the Contract – BDO USA

BDO USA ("BDO") has reviewed the City of Banning's (the "City") Request for Proposal – Citywide Forensic Accounting and Investigation Services – RFP-23-040 (the "RFP"). We have provided below some exceptions to the City's Professional Services Agreement (the "Agreement") for your consideration and are confident that in the event that BDO is awarded any portion of the work as the result of the current RFP, we can reach mutually-agreeable terms that combine the needs of both the City and BDO. Notwithstanding anything to the contrary set forth in the RFP, the parties agree that any services shall be subject to such mutually agreeable terms rather than the Agreement.

General Provisions (Section VI, B)

1. Compensation and Method of Payment (Article 2)
   a. We would like to add standard non-payment remedies to this section.
2. Schedule of Performance (Section 3.2)
   a. We would like to clarify in this section that BDO's services are contingent upon the timely cooperation of the City and its personnel.
3. Prohibition Against Subcontracting or Assignment (Section 4.5)
   a. We would like to discuss edits to this Section that would allow personnel from a BDO subsidiary to work on this engagement.
4. Insurance, Indemnification and Bonds (Article 5)
   a. BDO is generally able to agree to the insurance coverage provisions of Sections 5.1-5.2, but we would also need to make certain edits to conform with BDO's insurance coverage.
   b. We would like to remove Section 5.3.A as inapplicable to the contemplated services.
   c. As BDO's services are intended solely for our clients and not for third parties, we do not typically give broad indemnities to our clients to cover claims brough by third parties. Accordingly, we cannot agree to the indemnity in Section 5.3.B(1), but we'd be happy to work on a compromise.
   d. As is standard for our professional services and industry, BDO would like to discuss certain applicable indemnities that we receive from our clients for our professional services.
   e. Limitation of liability: BDO would also like to discuss including language in the Agreement to the effect that, absent a party's fraud or intentional misconduct, both parties should be responsible for only direct and compensatory damages, and that BDO's total liability under the agreement be limited to some mutually agreeable amount.
5. Ownership of Documents (Section 6.3)
   a. We would like to clarify in this section that the City will own BDO's final deliverables.
   b. We would like to include a provision in this section that states that BDO retains ownership of our internal work papers that support and substantiate our services and include items such as work programs and analyses that do not constitute part of the deliverables to the City.
6. California Law (Section 7.1)
   a. BDO's strong preference is to resolve disputes through binding arbitration. We would like to discuss whether the City would consider a binding arbitration provision. If no, we can agree to resolve disputes by a bench trial, subject to a standard jury trial waiver.

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO Considerations of the City's Sample Agreement Cont.

1. Liquidated Damages (Section 7.7)
   a. We would like to confirm that this section is not applicable.
2. Termination Prior to Expiration of Term (Section 7.8)
   a. As is standard in BDO's professional services and industry, we would like to include a termination term that would allow either party to terminate the agreement if required by professional standards or applicable law/regulation.
3. Attorneys' Fees (Section 7.10)
   a. We would like to remove this provision. BDO cannot agree to reimburse the City for its attorneys' fees incurred in the enforcement of any remedies under the Agreement.
4. Conflict of Interest (Section 8.2)
   a. Because BDO is a large professional services firm with operations throughout the U.S., we would like to limit this provision to the principals and employees providing services under the Agreement.

Additional Terms and Conditions

As a public accounting firm and consistent with industry standards, BDO would need the Agreement to include some of BDO's standard engagement letter terms which include, among other provisions, terms that reflect BDO's professional standards, including certain terms required under AICPA guidance. Upon request, we would be happy to provide the City with a template of our standard engagement letter for your review. This letter includes include the following provisions:

1. City Materials
   a. We would like to include a provision that clarifies that BDO is entitled to rely on all representations, assumptions, information and data supplied by the City (the "City Materials") and that the City is authorized to provide BDO with all such City Materials.
2. Third-Parties and Use
   a. BDO's standard agreements contain a provision that clarifies that our services are strictly for our client's use only and that third parties are not permitted to rely in any manner on our services.
3. Subpoenas
   a. We would like to discuss including the standard provision that, in the event of a subpoena or other legal process, the City will compensate BDO for our reasonable, documented time incurred in responding to such subpoena and related reasonable out-of-pocket expenses.
4. Email Communications
   a. We would like to discuss adding a standard provision whereby BDO disclaims liability for the interception or unintentional disclosure of email transmissions.
5. External Computing Options/Licensing Representation
   a. BDO would like to discuss whether, as part of the project, the City will request BDO to use third-party, external computing options or software and adding standard provisions to cover the use of such options.
   b. Additionally, if the services will require the use of such external computing options or software, we would request a representation from the City that it has obtained all licenses and authorizations necessary to allow BDO to access such options or software.
6. Restricted Federal Data

BDO Considerations of the City's Sample Agreement Cont.

a. BDO would like to include a provision clarifying that the services will not involve the processing of data subject to federal laws, regulations or government-wide policies that require safeguarding or dissemination controls.

1. Other Applicable Provisions
   a. BDO Responsibilities
   b. Client Responsibilities
   c. Consent for Disclosure
   d. Intellectual Property

At BDO, our purpose is helping people thrive, every day. Together, we are focused on delivering exceptional and sustainable outcomes — for our people, our clients and our communities. Across the U.S., and in over 160 countries through our global organization, BDO professionals provide assurance, tax and advisory services for a diverse range of clients.

BDO is the brand name for the BDO network and for each of the BDO Member Firms. BDO USA, P.C., a Virginia professional corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms: www.bdo.com

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1547



A PROPOSAL TO PROVIDE
PROFESSIONAL SERVICES FOR:

City of Banning, CA

NOVEMBER 28, 2023

BDO
1548

Pricing Form

CITY OF BANNING FORENSIC INVESTIGATION AND ACCOUNTING SERVICES											
COMPANY NAME >							BDO USA, P.C.				
DISCRIPTION / YEAR	Phase 1					Phase 2 (if applicable)					
	HRS	RATE	% BY HOURS	%BY COST	TOTAL	HRS	RATE	% BY HOURS	%BY COST	TOTAL	
Partners	0.0	$265.00	0.00%	$0.00	$0.00	0.0	$265.00	#DIV/0!	#DIV/0!	$0.00	
Managers	180.0	$265.00	33.33%	0.340957827	$47,700.00	0.0	$265.00	#DIV/0!	#DIV/0!	$0.00	
Supervisory Staff	360.0	$220.00	66.67%	0.566118656	$79,200.00	0.0	$220.00	#DIV/0!	#DIV/0!	$0.00	
Staff	0.0	$200.00	0.00%	0	$0.00	0.0	$200.00	#DIV/0!	#DIV/0!	$0.00	
Other	0.0	$200.00	0.00%	0	$0.00	0.0	$200.00	#DIV/0!	#DIV/0!	$0.00	
SUB TOTAL	540.0				$126,900.00	0.0				$0.00	
Out of Pocket Expenses:					$13,000.00					$0.00	
TOTAL BY YEAR					$139,900.00					$0.00	
GRAND TOTAL				$139,900.00							

BDO includes its hourly rates for Phase 2 (and beyond); however, an accurate cost estimate for Phase 2 costs can only be provided at the conclusion of Phase 1, when the activities required for Phase 2 will be known.

BDO will be charging travel costs including airfare, hotel, meals, and rental cars. Rates will not exceed the IRS current rates.

Phase 1 Travel	
Airfare	$ 4,500
Hotel	$ 6,000
Meals	$ 1,500
Rental Car	$ 1,000
Estimated Number of Days Onsite	10
Total	$ 13,000

Fee Assumptions

COST ESTIMATES/PROFESSIONAL HOURLY RATES

For Phase 1, we have completed the excel sheet (provided by the City) and included our total maximum cost estimate. **An accurate cost estimate for Phase 2 costs can only be provided at the conclusion of Phase 1, when the activities required for Phase 2 will be known. Below are our standard average hourly bill rates which will be used to price future scopes of work (e.g, Phase 2 and beyond).** We evaluate these rates each year to take inflation and salary increases into consideration. We do not anticipate more than an 8% annual increase.

Professional Level	Hourly Rates
Principal/Director	$265
Senior Manager	$265
Manager	$240
Senior Associate	$220
Associate	$200

ASSUMPTIONS

Our Phase 1 fee estimate is based on the following assumptions:

- A maximum 4 months of scope for investigation services.
- 10 days of onsite work and the remainder of days being remote work.
- Hotel, airfare, rental car and meals for 2 BDO personnel traveling to the City of Banning.
- Key documents are provided on the dates agreed and there are no significant delays outside of our control.
- Your personnel prepare schedules and analyses as requested and are available to assist us as needed.
- Prior year workpapers will be made available for our review.
- Financial statements and supporting schedules for all entities are prepared in-house by management.
- No significant changes occur in the internal accounting controls, accounting systems, key personnel, or structure of the organization.
- Read-only access to the City's financial reporting and payment systems.

At BDO, our purpose is helping people thrive, every day. Together, we are focused on delivering exceptional and sustainable outcomes — for our people, our clients and our communities. Across the U.S., and in over 160 countries through our global organization, BDO professionals provide assurance, tax and advisory services for a diverse range of clients.

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1551

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director** **Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**March 12, 2024**
SUBJECT:	**Interviews of Finalists from the Request for Proposals for Citywide Forensic Investigation Services**

RECOMMENDATION:

Confirm intent to Move Forward and Select firm to conduct Citywide Forensic Investigation Services

BACKGROUND:

The City hired a new Finance Director on June 23, 2022. Fiscal Year 2021-22 ended on June 30, 2022. As a part of the year-end close process and completion of the audited financial statements, the Finance Director determined that the Electric Utility had approximately $4 million in unrestricted cash at fiscal year end. In approximately October 2022, the City Manager, Finance Director, and Deputy Finance Director held discussions with the then Electric Utility Director, about the low levels of cash reserves at the electric utility. The Council determined that the Electric Utility would maintain an unrestricted cash reserve of $11 million. The audited financial statements confirmed that $4 million level of unrestricted cash. Continuing conversations occurred over the remainder of FY 2022-23, and the Finance Director (now Administrative Services Director) conducted a much more thorough analysis as the departments unrestricted cash ultimately moved negative department-wide in March and April of 2023. When the Administrative Services Director brought the June 30, 2023, negative unrestricted cash balance of approximately $9 million (later revised based on year-end GASB 31 entries to negative $8.6 million) to the City Manager, we agreed on the critical importance of reporting the results to Council. The analysis was presented to Council in a Special Session on August 15, 2023. Also in August, we moved forward with contracting GHJ Associates to perform a Phase 1 forensic investigation into the results of operations since 2018. Council expanded the scope of the forensic investigation twice. The final results were presented to Council and the public on February 27, 2024.

The forensic investigation confirmed the reporting that was made to Council on August 15, 2023. That meeting can be viewed online and is accessible from the City's website. The majority of cash spend related to capital asset construction and was approved by Council as a part of the Capital Improvement Plan. While there were issues of non-conformance with procurement policy issues, Council retroactively approved all instances identified, and no allegations of fraud were noted in the forensic investigation. Almost all areas of concern from a financial operations perspective can be identified through a thorough analysis of cash. Ultimately, the Electric Utility unrestricted cash balances decreased by over $30M during Mr. Miller's tenure (2018-2024, and as of June 30, 2023).

When Council and the public were informed about the cash decline that electric incurred over the last five years, some Councilmembers and residents expressed a desire to have a Citywide investigation performed. The Administrative Services Director stated that no other issues were identified in his

Citywide analysis, but that he and the City Manager were agreeable to a Citywide investigation into treasury functions (cash in particular). The Administrative Services Director obtained Council approval to issue a Request for Proposals (RFP) for this investigation. Staff also recommended that the evaluation of submissions be conducted by Finance Directors from other area local governments in the Pass Area and Coachella Valley. Council approved and those Finance Directors and the elected City Treasurer for the City of Banning conducted the evaluation of the six proposals submitted for consideration.

JUSTIFICATION:

When the final results of the forensic investigation of the electric utility were presented to Council on February 27, 2024, several members of the public expressed concern that the City Council had authorized $153,000 for the investigation that had not identified much more than the Finance Director (Administrative Services Director) presented to Council and the public on August 15, 2023.

Staff is aware that the cost of a Citywide forensic investigation of cash could run as much as four times as much as the electric utility, depending on the number of Phases approved by Council. If no other areas of concern are identified the cost could be as low as the electric investigation.

Staff has scheduled interviews with the top three evaluated firms for this meeting. The scoring results of all firms are below. Interviews are scheduled for Marsh Minick, P.C., FORVIS, LLP, and BDO USA, P.C.

Evaluation Criteria	
Criteria	Weight (Points)
Qualifications	25 (25% of Total)
Pricing	25 (25% of Total)
Experience (Projects of similar size and scope)	25 (25% of Total)
Professional References	10 (10% of Total)
Approach and Methodology	10 (10% of Total)
Value Added Services	5 (5% of Total)

Aggregate Scores Summary							
Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Total Score (Max Score 100)
Marsh Minick, P.C.	89	84	95	94	86	83	**88.5**
FORVIS, LLP	87	85	89	90	89	86	**87.67**
BDO USA, P.C.	85	86	91	89	97	59	**84.5**
GHJ Advisors	83	87	81.5	81	99	62	**82.25**

McKenzie Forensic Auditors, Inc.	72	80	77	87	90	58	**77.33**
Engel & Engel, LLP	42.5	63	45	78	75	34	**56.25**

Vendor Scores By Evaluation Criteria

Vendor	Qualifications (25 Points)	Pricing (25 Points)	Experience (25 Points)	Professional References (10 Points)	Approach and Methodology (10 Points)	Value Added Services (5 Points)	Total Score (Max Score 100)
Marsh Minick, P.C.	24.2	19.5	24.3	8.3	8.7	3.5	**88.5**
FORVIS, LLP	24.2	16.3	24.2	9.7	9.2	4.2	**87.67**
BDO USA, P.C.	20.7	20	21.5	9	8.5	4.8	**84.5**
GHJ Advisors	23.3	17.9	20.3	8.7	7.7	4.3	**82.25**
McKenzie Forensic Auditors, Inc.	21.5	22	18.7	6.7	6.7	1.8	**77.33**
Engel & Engel, LLP	19	7.7	14.5	7.2	6.8	1.1	**56.25**

FISCAL IMPACT:

- If no firm is chosen and staff is directed to perform a deeper dive there will be no fiscal impact except staff time.
- Phase 1 services will likely cost between $50,000 to $150,000.
- If a Phase 2 is contracted that will likely cost four to six times as much as Phase 1.
- Any additional Phases would be at the direction of Council and would be priced at that time if requested.

ALTERNATIVES:

- Take no action to complete the Citywide Forensic Investigation and task staff with additional research and presentation to Council.
- Select from the three firms interviewing to enter into a contract for a forensic investigation of Treasury functions with a focus on cash. (Staff will negotiate the agreement with the selected firm and bring to Council at the earliest Regular City Council Meeting possible.)
- Provide alternative direction to staff.

ATTACHMENTS:

1. Marsh_Minick_Proposal.pdf

2. FORVIS_Proposal.pdf
3. BDO_USA_Proposal.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director** **Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**March 26, 2024**
SUBJECT:	**Consideration of Whether to Conduct a Citywide Forensic Investigation and, if so, Select a Finalist from the Request for Proposals for Citywide Forensic Investigation Services**

RECOMMENDATION:

Confirm the City Council's consensus to engage a firm to perform a citywide forensic investigation of Treasury functions with a focus on cash and, if so, select one of the finalist firms that submitted a proposal in response to the Request for Proposals for Citywide Forensic Investigation Services and direct the City Manager to negotiate an agreement with the selected firm for the City Council's future consideration.

BACKGROUND:

The City hired a new Finance Director on June 23, 2022. Fiscal Year 2021-22 ended on June 30, 2022. As a part of the year-end close process and completion of the audited financial statements, the Finance Director determined that the Electric Utility had approximately $4 million in unrestricted cash at fiscal year end. In approximately October 2022, the City Manager, Finance Director, and Deputy Finance Director held discussions with the then Electric Utility Director, about the low levels of cash reserves at the electric utility. The Council determined that the Electric Utility would maintain an unrestricted cash reserve of $11 million. The audited financial statements confirmed that $4 million level of unrestricted cash. Continuing conversations occurred over the remainder of FY 2022-23, and the Finance Director (now Administrative Services Director) conducted a much more thorough analysis as the departments unrestricted cash ultimately moved negative department-wide in March and April of 2023. When the Administrative Services Director brought the June 30, 2023, negative unrestricted cash balance of approximately $9 million (later revised based on year-end GASB 31 entries to negative $8.6 million) to the City Manager, we agreed on the critical importance of reporting the results to Council. The analysis was presented to Council in a Special Session on August 15, 2023. Also in August, we moved forward with contracting GHJ Associates to perform a Phase 1 forensic investigation into the results of operations since 2018. Council expanded the scope of the forensic investigation twice. The final results were presented to Council and the public on February 27, 2024.

The forensic investigation confirmed the reporting that was made to Council on August 15, 2023. That meeting can be viewed online and is accessible from the City's website. The majority of cash spend related to capital asset construction and was approved by Council as a part of the Capital Improvement Plan. While there were issues of non-conformance with procurement policy issues, Council retroactively approved all instances identified, and no allegations of fraud were noted in the forensic investigation. Almost all areas of concern from a financial operations perspective can be identified through a thorough analysis of cash. Ultimately, the Electric Utility unrestricted cash balances decreased by over $30M

during Mr. Miller's tenure (2018-2024, and as of June 30, 2023).

When Council and the public were informed about the cash decline that electric incurred over the last five years, some Councilmembers and residents expressed a desire to have a Citywide investigation performed. The Administrative Services Director stated that no other issues were identified in his Citywide analysis, but that he and the City Manager were agreeable to a Citywide investigation into treasury functions (cash in particular). The Administrative Services Director obtained Council approval to issue a Request for Proposals (RFP) for this investigation. Staff also recommended that the evaluation of submissions be conducted by Finance Directors from other area local governments in the Pass Area and Coachella Valley. Council approved and those Finance Directors and the elected City Treasurer for the City of Banning conducted the evaluation of the six proposals submitted for consideration.

JUSTIFICATION:

When the final results of the forensic investigation of the electric utility were presented to Council on February 27, 2024, several members of Council and the public expressed concern that the City Council had authorized $153,000 for the investigation that had not identified much more than the Finance Director (Administrative Services Director) presented to Council and the public on August 15, 2023.

Staff is aware that the cost of a Citywide forensic investigation of cash will likely cost as much as or several times more than the electric utility investigation, depending on the number of Phases approved by Council. If no other areas of concern are identified the cost could be as low as the electric investigation.

Council conducted interviews with the top three evaluated firms (Marsh Minick, P.C., FORVIS, LLP, and BDO USA, P.C.) on February 27, 2024. The initial round of scoring results of all firms are below. City staff provided the Council with the proposals and asked the Council to score the firms prior to this meeting and the top-rated firm will be disclosed to Council at this meeting for potential approval of initiating a contract.

Evaluation Criteria	
Criteria	Weight (Points)
Qualifications	25 (25% of Total)
Pricing	25 (25% of Total)
Experience (Projects of similar size and scope)	25 (25% of Total)
Professional References	10 (10% of Total)
Approach and Methodology	10 (10% of Total)
Value Added Services	5 (5% of Total)

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Engel & Engel, LLP	19	7.7	14.5	7.2	6.8	1.1	**56.25**

FISCAL IMPACT:

- If no firm is chosen and staff is directed to perform a deeper dive there will be no fiscal impact except staff time.
- Phase 1 services will be as identified in the selected proposal.
- If a Phase 2 is contracted that will likely cost four to six times as much as Phase 1, if not already identified in the selected proposal.
- Any additional phases would be at the direction of Council and would be priced at that time if requested.

ALTERNATIVES:

1. Take no action to complete a citywide forensic investigation.
2. Take no action to complete a citywide forensic investigation and task staff with additional research and presentation to Council.
3. Select a firm from the three finalist firms previously interviewed by the City Council to enter into a contract for a forensic investigation of Treasury functions with a focus on cash. (Staff will negotiate the agreement with the selected firm and bring to Council at the earliest regular City Council meeting possible.)
4. Provide alternative direction to staff.

ATTACHMENTS:

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2. FORVIS_Proposal.pdf
3. BDO_USA_Proposal.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**September 10, 2024**
SUBJECT:	**Presentation of Initial Results of the Citywide Forensic Investigation**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City hired a new Finance Director on June 23, 2022. Fiscal Year 2021-22 ended on June 30, 2022. As a part of the year-end close process and completion of the audited financial statements, the Finance Director determined that the Electric Utility had approximately $4 million in unrestricted cash at fiscal year end. In approximately October 2022, the City Manager, Finance Director, and Deputy Finance Director held discussions with the then Electric Utility Director, about the low levels of cash reserves at the electric utility. The Council had previously determined that the Electric Utility would maintain an unrestricted cash reserve of $11 million. The audited financial statements confirmed that $4 million level of unrestricted cash. Continuing conversations occurred over the remainder of FY 2022-23, and the Finance Director (now Administrative Services Director) conducted a much more thorough analysis as the department's unrestricted cash ultimately moved negative department-wide in March and April of 2023. When the Administrative Services Director brought the June 30, 2023, negative unrestricted cash balance of approximately $9 million (later revised based on year-end GASB 31 entries to negative $8.6 million) to the City Manager, we agreed on the critical importance of reporting the results to Council. The analysis was presented to Council in a Special Session on August 15, 2023. Also in August, we moved forward with contracting GHJ Associates to perform a Phase 1 forensic investigation into the results of operations since 2018. Council expanded the scope of the forensic investigation twice. The final results were presented to Council and the public on February 27, 2024.

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When Council and the public were informed about the cash decline that electric incurred over the last five years, some Councilmembers and residents expressed a desire to have a Citywide investigation performed. The Administrative Services Director stated that no other issues were identified in his Citywide analysis, but that he and the City Manager were agreeable to a Citywide investigation into treasury functions (cash in particular). The Administrative Services Director obtained Council approval to

issue a Request for Proposals (RFP) for this investigation. Staff also recommended that the evaluation of submissions be conducted by Finance Directors from other area local governments in the Pass Area and Coachella Valley. Council approved and those Finance Directors and the elected City Treasurer for the City of Banning conducted the evaluation of the six proposals that were submitted for consideration. Council conducted interviews with the top three evaluated firms (Marsh Minick, P.C., FORVIS, LLP, and BDO USA, P.C.) on February 27, 2024.

JUSTIFICATION:

City Council voted to have the Administrative Services Director conduct the citywide investigation rather than hiring an external firm to provide that service. The Administrative Services Director is a Certified Fraud Examiner (CFE) and a Certified Public Accountant (CPA). Council felt that the accuracy of the initial staff presentation on August 15, 2023, provided confidence in the Administrative Services Director to perform the citywide forensic investigation.

Staff has performed a citywide analysis of cash for the past seven year and identified only three additional funds that should be investigated further. Those funds are the General Fund, the Risk Management Fund, and the Information Technology Fund.

There are some factors that mitigate the likelihood of significant findings as discussed below:

General Fund - Financial Projections performed in 2018 for ballot measures N, O, and P, showed that the General Fund would be bankrupt by June 30, 2023. The actual performance of the General Fund has been better than those projections, but not significantly. Staff determined that cash declines in at least one year deviate from the results of operations enough to warrant further investigation. Upon completion of that additional analysis, staff will bring any identified concerns or explanations to Council for discussion.

Risk Management Fund - Insurance costs have increased at a rate of around thirty percent (30%) per year for at least the last three years. In addition to that, legal and investigative costs were higher than historical in Fiscal Years 2022-23 and 2023-24. We are seeing some reductions in those costs in 2024. Since this fund's revenue is generated through the Cost Allocation Plan, a growing deficit is explainable. Staff will be bringing this Internal Service Fund back to breakeven through the Cost Allocation Plan within the next five years. Even with those mitigating factors, staff will perform more investigative analysis to ensure that no deeper concerns have remained unidentified.

Information Technology Fund - This fund has slowly fallen behind over the years with the Cost Allocation Plan failing to keep pace with the growth of the City's Information Technology needs. In Fiscal Year 2023-24, a large net cash outflow for the year occurred. This is at least partially explained by the network infrastructure overhaul that took place over the last year. Even with those mitigating factors, staff will perform more investigative analysis to ensure that no deeper concerns have remained unidentified.

FISCAL IMPACT:

None. Council previously approved a contract with Eide Bailly to provide Year-End Close assistance to help remove some duties from the Administrative Services Director to help provide bandwidth for the performance of this investigation.

ALTERNATIVES:

Provide feedback and direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Results Summary By Fund
2. Citywide Budget-to-Actual Analysis By Fund

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolution 2024-197, Awarding a Professional Services Agreement to Webb Municipal Finance, LLC for Municipal Assessments Services to Reinstate County Service Area 152, National Pollutant Discharge Elimination System Stormwater Assessment in the amount of $19,650 Including a 10% Contingency, and Updating the City Council on Public Outreach Efforts related to the Reinstatement of the County Service Area 152 Stormwater Assessment**

RECOMMENDATION:

Adopt Resolution 2024-197.

BACKGROUND:

The National Pollutant Discharge Elimination System (NPDES) is a federally mandated program to control non-point sources of runoff pollution. The NPDES program is part of the Clean Water Act enacted by Congress in 1987. The California Regional Water Quality Control Board, Colorado River Basin, Region No. 7, in implementing the U.S. Environmental Protection Agency's storm water NPDES permit program, requires that Districts and Incorporated Cities within the Whitewater River Basin obtain a joint permit to discharge storm water into the various storm channels and washes throughout the Whitewater River Watershed area. The Riverside County Flood Control and Water Conservation District (RCFC&WCD) and Riverside County are acting as the Lead Agency with the City of Banning being a co-permittee, along with the various other agencies and municipalities located within the Whitewater River Basin. This current Permit was adopted by the Regional Board on June 20, 2013, expired on June 19, 2018 and has been negotiated and worked on with the affected parties over the past six years. A new permit ("2025 NPDES Permit") which has resulted from the ongoing negotiations with the Regional Board is currently in review. It is anticipated to be adopted by the end of fiscal year (FY) 2024/2025 and will take effect 90 days later.

The City of Banning is required, through Best Management Practices (BMPs), to implement practices within our community which reduce pollutants entering into the storm drain system to the maximum extent practicable. The major components of the existing and 2025 NPDES Permit to implement the BMPs include: project management, attendance at Desert Task Force meetings, record keeping and Annual Report preparation; illegal dumping and illicit connection detection, inspection, spill prevention and cleanup activities; commercial and industrial facilities inspections (about 60 per year) and the review of all City issued business licenses for SB 205 compliance; implementing land development and plan review procedures including plan check, preparing Conditions of Approval, reviewing erosion control plans and WQMPs and ensuring post construction self-inspections are performed annually by required businesses; enforcing and implementing construction activities requirements of City and private

development projects including construction site inspections, review of developer's BMPs, erosion control plans and SWPPPs (Stormwater Pollution Prevention Plans), and ensuring compliance with the Regional Board's Construction General Permit requirements; maintaining City facilities, including the City Corporate and Water Yards and Fire Station, and storm drains and performing inspections and maintenance, removing trash and debris from the storm drain system, and from roads through street sweeping; and implementing public education and outreach programs by providing brochures to the public at City events and at the public counter, to businesses and contractors through inspections and storm water training of municipal staff.

The main new requirements of the 2025 NPDES Permit are:

- Asset Management
- Fiscal Cost Analysis/Cost Reporting
- Urban Pesticides
- Trash Amendment/Trash Capture Device Installation
- New Construction General Permit
- Continued SB 205 Compliance, business license verification of SIC Codes

The NPDES program costs the City about $300,000 annually to manage the current NPDES Permit. The new 2025 NPDES Permit will cost more due to its new requirements. One way to generate revenue for the program would be to reinstate a "grandfathered" assessment from 1994, called the County Service Area (CSA) 152 NPDES assessment. This stormwater assessment is currently collected by the County on behalf of a number of participating cities via property tax bills. The County administers and manages the CSA 152 program funds pursuant to CSA 152 Administrative Services Agreements with the participating cities. The County last collected the assessment in the City in 1994 at a rate of $4.72/BAU/year. A BAU is a "benefit assessment unit" as defined by the County. If the assessment is resumed, an owner of a single-family home in the City would pay 1 BAU/year, amounting to $ 4.72/year. Since the rate was adopted in 1994 prior to the passage of Proposition 218, any increase in the rate would require a Proposition 218 Hearing and vote through an assessment balloting proceeding.

Recent Updates

Engineering Division staff met with the Riverside County Economic Development Office and the City Attorney's Office several times over the past year to gather information and determine if the City or County had ever withdrawn from the CSA 152 Administrative Services Agreement with the County. After researching this, it appears neither the City nor County ever withdrew from the CSA 152 Agreement and, if the City Council would be inclined to do so, the City could have the County resume collecting the assessment starting in FY 2025/2026. In essence, the stormwater assessment is "grandfathered in" as an allowable assessment prior to Proposition 218 so long as the rate is not increased.

Additionally, there appears to be a reserve of about $46,000 collected by the County from 1994 that was not utilized for City stormwater expenses and thus is due to be reimbursed to the City, for qualified stormwater expenses. These funds could be used to pay for the CSA 152 Assessment consultant and other stormwater expenses.

Background on CSA 152 NPDES Assessment

LAFCO annexed the City of Banning into County Service Area 152 when the County of Riverside adopted Resolution No. 93-454 (Attachment 3) on December 21, 1993, at the City's request, in order to have the County place an assessment on property owner's tax bills to fund expenditures required by the NPDES Permit. On March 22, 1994, City Council Resolution No. 1994-028 (Attachment 4) was adopted to fund the City's NPDES program, whereby the annual assessment rate for FY 1994/1995 for CSA 152 was set at $4.72 per Benefit Assessment Unit.

On September 27, 1994 the City Council adopted Resolution No. 1994-107, approving the Administrative Services Agreement ("1994 Agreement") for the CSA 152 Program between the City of Banning and

Riverside County, shown as Attachment 5. The County had formed CSA 152 to finance portions of its programs and obligations associated with its Municipal NPDES Permit. The 1994 Agreement sets forth the responsibilities of the County and City with respect to the assessment. It provides for the City to annually approve a budget and report its activities in connection with its NPDES costs to the City. In addition, the City is responsible for updating parcel information for properties in the City. The County incorporates the City's budget and the budgets of other participating cities into the County's CSA 152 budget, holds an annual hearing, approves the assessments, and submits the assessments for collection on the Tax Roll. Both County and City Engineering Division staff performed research, and no records were found showing either party has ever withdrawn from this Agreement. Numerous other cities also joined CSA 152 to ensure funding of their NPDES program.

On July 11, 1995, by approving Resolution No. 1995-125 (Attachment 6), the City Council elected to use reserves (Option C) from the previous FY 1994/1995 instead of requiring that the property owners be assessed in FY 1995/1996. Therefore, the annual assessment was $0.00 per BAU for FY 1995/1996. It should be noted there was a surplus that first year because the NPDES program was just starting. Further research shows that no annual staff reports or resolutions were approved by City Council to allow for collection of the annual assessment in subsequent years.

Calculation of the CSA 152 Assessment

In late 1993, the County of Riverside annexed the City of Banning into its CSA 152. The City, acting through the County and CSA 152, is able to collect an assessment on individual parcels within the City that contain a structure. Each parcel is assigned a certain number of "benefit assessment units" or "BAUs." For instance, a single-family home, regardless of its size, is assigned one BAU, while commercial property is assigned 12 BAUs per acre. One BAU costs the property owner $4.72/year. Vacant and undeveloped land is exempt, regardless of its land use code.

When CSA 152 was formed, the County determined the formula and methodology to use to calculate the number of BAUs for each type of property. The details and examples of calculations for various land uses are shown on Resolution No. 1994-028 (Attachment 4), starting on page 4 of 12, which is County Ordinance No. 573. A parcel's land use was used to determine its runoff coefficient and BAU/acre (listed in the table), and the developed (assumed to be impervious) area in acres of the parcel is used to determine the number of BAUs and thus cost per year. If the CSA 152 stormwater assessment is proposed to resume, a municipal assessment consultant will be hired by the City to calculate the BAUs for each parcel to be placed on the Tax Roll.

As an example calculation, a Commercial/Industrial property (see below table, Group A, with 12 BAUs/Acre) that is a 10.0 acre commercial/industrial parcel, with a developed area of 8.0 acres, with a City of Banning BAU rate of $4.72 per year:

No. of BAUs = (Developed Parcel Area) X 12 BAUs/Acre = 8 X 12 = 96 BAUs

Therefore, the assessment would be: 96 BAUs X $4.72/BAU = $453.12 per year.

The Table below shows the six (6) categories of land use, their respective runoff factors and the BAU per acre. Note that a single-family residence was used as the basis for one BAU. It is the proportionate runoff from a 1/6 acre or .17 acre property for one BAU and other sized parcels and land uses will have multiples of this basic unit.

CSA 152 Update: Public Outreach Performed and Schedule of Requirements to Reenact CSA 152

On September 24, 2024, a workshop was presented by the Deputy Director of Public Works/City Engineer and the City Council decided that they would like to pursue reinstating the CSA 152 assessment. The staff report and related documents are included as Attachment 8. A public participation and community outreach phase occurred in October and November of 2024 (summary is shown as Attachment 9) to let the residents and property owners know of public meetings held with the Public

Works Department to explain the CSA 152 assessment and its purpose with regard to providing funds for the NPDES Program.

Three Open House presentations were given to the residents as follows:

- Banning Public Library, October 28th from 4:00 pm to 5:45 pm
- Banning Senior Center, October 30th, from 10:00 am to 11:00 am
- Sun Lakes HOA, November 5th, from 1:00 pm to 3:00 pm

Flyers advertising the meetings and containing important facts, a FAQ Fact sheet, and CivicSpace project website were created, and the City's website Stormwater page was updated. The Deputy Director of Public Works/City Engineer presented the PowerPoint presentation and answered any questions the public had. The main question from the public was whether or not the CSA 152 rate of $4.72/BAU would increase each year. The response was that the rate cannot increase without a Prop 218 hearing and ballot procedure. Overall, the feedback from the public is in support of reinstating the CSA 152 stormwater assessment.

The CSA 152 Agreement with the County of Riverside is being updated by the County and was given to staff in mid-November of 2024 for staff and City Attorney's Office review. There are no significant changes; their Administration Fee for managing the assessment funds for the cities will remain at 6% of the revenues collected. It is anticipated that in January of 2025, this new CSA 152 Agreement will be bought to City Council for consideration and execution.

The City Council will then be asked to approve the NPDES budget and current assessment rate/levy of $4.72/BAU for FY 2025/2026 in the Spring of 2025. The City would need to provide the County with the list of Assessor Parcel Numbers (APNs) to place on the FY 2025/2026 Tax Roll by mid-May of 2025. Cities must provide any updates/additional parcels from new development annually to the County. Webb Municipal Finance, LLC or a firm with similar expertise could manage this process for the City in subsequent fiscal years.

Consultant Contract

A Request for Proposals (RFP) 24-086, "Municipal Assessments Services to Reinstate County Service Area (CSA 152) Stormwater Assessment". was prepared to hire a municipal district financing consultant firm. On October 2, 2024, Purchasing Division staff released the RFP through the Open Gov electronic bidding program notifying qualified firms of the opportunity to provide proposals. The RFP was advertised in the Press Enterprise on October 11, 2024, shown as Attachment 10. This RFP Scope of Work provides for preparing the required Assessment/Levy Report to determine the number of benefit assessment units (BAUs) for each property within the City, identify which parcels within the City are eligible to be assessed and prepare any required assessment documents.

On October 2, 2024, Purchasing Division staff released the RFP through the OpenGov program notifying qualified firms of the opportunity to provide proposals, (RFP) 24-086, "Municipal Assessments Services to Reinstate County Service Area (CSA 152) Stormwater Assessment". The deadline for submitting proposals was October 30, 2024 and three (3) firms responded with submittals.

An evaluation committee consisting of three (3) City staff members, evaluated the three (3) proposals that were received based on qualifications of key personnel, experience in preparing CSA 152 Assessment Reports in Riverside County, approaches in providing the scope of work services, references, and price proposals.

Listed below are the three (3) firms that submitted proposals in order of the total combined score received from the three (3) evaluators:

CONSULTANT	TOTAL SCORE

Webb Municipal Finance, LLC	85.00
Harris & Associates	80.33
NBS	74.33

Webb Municipal Finance, LLC received the highest score, and their Proposal and Fee Proposal are shown as Attachments 11 and 12, respectively. The company is a reputable qualified firm that has successfully provided services to the City in the past with LMD No. 1 annexations and Prop 218 financial analysis and ballot proceedings, and they have performed similar CSA 152 services for several cities within the same CSA 152 group and as a result, staff recommends the contract award to Webb Municipal Finance, LLC in the amount of $19,650.

The City Council will be asked to approve the NPDES budget and current BAU rate of $4.72/BAU for FY 25/26 in the Spring of 2025. The City would need to provide the County with the list of Assessor Parcel Numbers (APNs) to place on the FY 2025/2026 Tax Roll by mid-May of 2025. Cities must provide any updates/additional parcels from new development annually to the County. Webb Municipal Finance, LLC could manage this process for the City in future fiscal years, if the City needs assistance, for up to four single additional years. This would make the Agreement term for up to five years, based upon satisfactory performance each year. A “not to exceed” total five year contract amount of $60,000 is requested to assist with new assessment roll updates from new development and unanticipated work that could not be done in house, if needed. The effort and consultants cost required to calculate all of the BAUs for each assessable City property is much higher for this initial year than in subsequent years.

JUSTIFICATION:

The upcoming 2025 NPDES Permit will become effective in late 2025 and it has new and enhanced requirements that will significantly impact the City financially, as additional computer software, trash capture devices, consultant costs and City staff time will be needed.

FISCAL IMPACT:

CSA 152 provides a funding mechanism for the NPDES program. Eleven cities, including Palm Springs, Rancho Mirage, and Desert Hot Springs also joined CSA 152 to ensure funding of their NPDES program. The County adopted Resolution No. 2024-117 on July 9, 2024, adopting charges for the County Service Areas, including CSA 152, for FY 2024/2025, shown as Attachment 7. Since assessments have not been collected from properties in the City since 1994, the funding source for the NPDES program is now absorbed by City of Banning Streets Department (Fund 100). The Public Works Dept., Streets Division assists with the implementation and Engineering Division staff manages the NPDES program in-house. Consultants are utilized for Water Quality Management Plan and Erosion Control Plan review (the developer pays these fees through deposits) and for NPDES stormwater and industrial waste inspections. The NPDES program costs the City about $300,000 annually to manage the current NPDES Permit. Those costs are expected to be much higher (likely 35%) with the new permit given the new mandates. Current costs for compliance with the NPDES is a financial strain on the Streets Fund and any increase in costs would likely have to be supplemented by a General Fund transfer. The municipal special district financing consultant will determine the estimated revenue to be collected from the assessment, and a rough estimate would be between $75,000 and $110,000/year, which would substantially help with the NPDES program costs. Stormwater program responsibilities are completed by about ten (10) Public Works Dept. staff members on a part-time and as-needed basis, but there are no full-time staff assigned to the program.

In anticipation of the upcoming new 2025 NPDES Permit cost/fiscal reporting requirements, a new stormwater fund Account 105 was created to track expenses. A budget appropriation and transfer in the amount of $19,650 (inclusive of the 10% contingency) from the Streets Fund (100) to Account No. 105-6100-455.33-11 (Professional Services) is needed to fund the Professional Services Agreement. The cost for any updates to the Assessment Roll in future years will be budgeted into the 105-6100-455.33-11 account.

ALTERNATIVES:

If the City Council elects to not approve this Resolution, there will be no CSA 152 stormwater assessment collected on the FY 2025/2026 Tax Roll. The NPDES Program would continue to be an unfunded mandate, with no revenue collected to support the program. and its costs would continue to be absorbed by the Streets Fund, which is currently fiscally strained. The new 2025 NPDES Permit has significant costs associated with it and will continue to rise over the future. The NPDES Permit must be complied with to avoid fines from Regional Board No. 7 of the State Water Resources Control Board.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-197 CSA 152.docx
2. Reso 2024-197 Exhibit A PSA to WMF.pdf
3. Att. 2 - CSA 152 Presentation.pptx
4. Att. 3 - County Reso. No. 93-454, formation of CSA 152, 12.21.93.pdf
5. Att. 4 - CC Reso. No. 1994-028, approving initial CSA 152 rates, 3.22.94.pdf
6. Att. 5 - CC Reso. No. 1994-107, approving CSA 152 Agree.pdf
7. Att. 6 - CC Reso. No. 1995-125, asking Council to approve or cease CSA 152, 7.11.95.pdf
8. Att. 7 - County Reso. 2024-117, CSA adoption FY 2425, 7.9.24.pdf
9. Att. 8 - Sept. 24, 2024 Workshop Info.pdf
10. Att. 9 - Public Outreach Summary.pdf
11. Att. 10 - Press Enterprise Proof of Ad, 10.11.24.pdf
12. Att. 11 - Webb Municipal Finance Proposal, 10.30.24.pdf
13. Att. 12 - Webb Municipal Finance Fee Proposal, 10.30.24.pdf

RESOLUTION 2024-197

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ASSESSMENTS SERVICES TO REINSTATE COUNTY SERVICE AREA 152, NATIONAL POLLUTANT DISCHARGE ELLIMINATION SYSTEM STORMWATER ASSESSMENT TO WEBB MUNICIPAL FINANCE, LLC IN THE AMOUNT OF $19,650, INCLUDING A 10% CONTIGENCY

WHEREAS, the National Pollutant Discharge Elimination System (NPDES) is a federally mandated program to control non-point sources of runoff pollution and the NPDES program is part of the Clean Water Act enacted by Congress in 1987. The California Regional Water Quality Control Board, Colorado River Basin, Region No. 7, in implementing the U.S. Environmental Protection Agency's storm water National Pollutant Discharge Elimination System (NPDES) permit program, requires that the Districts and Incorporated Cities within the Whitewater River Basin obtain a joint permit to discharge storm water into the various storm channels and washes throughout the Whitewater River Watershed area; and

WHEREAS, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) and Riverside County are acting as the Lead Agency with the City of Banning being a co-permittee, along with the various other agencies and municipalities located within the Whitewater River Basin. The new 2025 NPDES Permit will cost the City much more to implement due to its new requirements; and

WHEREAS, one way to generate revenue for the program would be to reinstate a "grandfathered" assessment from 1994, called the County Services Area (CSA) 152 NPDES assessment and this stormwater assessment is currently collected by the County on behalf of a number of participating cities via property tax bills; and

WHEREAS, on September 10, 2024, a CSA 152 Stormwater assessment workshop was presented by the Deputy Director of Public Works/City Engineer and the City Council decided that they would like to pursue reinstating the CSA 152 assessment; and

WHEREAS, a public participation and community outreach phase occurred in October and November of 2024 to let the residents and property owners know of public meetings held with the Public Works Dept. to explain the CSA 152 assessment and its purpose with regard to providing funds for the NPDES Program; and

WHEREAS, on October 2, 2024 a Request for Proposals (RFP) No. 24-086 was released to hire a municipal district financing consultant firm. The Scope of Work provides for preparing the required Assessment/Levy Report to determine the number of benefit assessment units (BAUs) for each property within the City, identifying which parcels within the City are eligible to be assessed and preparing any required assessment documents. Additionally, this consultant could manage this annual update of new parcels, BAU calculation and the update process for the City each year up to four additional years if the City so desires; and

WHEREAS, an evaluation committee consisting of three (3) City staff members, evaluated the three (3) proposals that were received, based on qualifications of key personnel, experience in preparing CSA 152 Assessment Reports in Riverside County, approaches in providing the scope of work services, references, and price proposals; and

WHEREAS, Webb Municipal Finance, LLC had the highest combined score from the three evaluators and is a reputable qualified firm that has successfully provided services to the City in the past with LMD No. 1 annexations and Prop 218 financial analysis and ballot proceedings, has performed similar CSA 152 services for several cities within the same CSA 152 group and as a result, staff recommends the contract be awarded to Webb Municipal Finance, LLC; and

WHEREAS, the expenditure will be funded with a budget appropriation and transfer from the Streets Fund to a new Stormwater Account, 105-6100-455.3311 (Professional Services) in the amount of $21,650, which includes the 10% contingency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the Professional Services Agreement with Webb Municipal Finance, LLC for Municipal Assessments Services to Reinstate County Service Area (CSA 152), NPDES (National Pollutant Discharge Elimination System) Stormwater Assessment for a one year term in an amount of $19,650 and subsequent amendments to extend the Agreement for up to four additional year terms upon satisfactory performance, with a total not-to-exceed amount of $60,000.00 over five (5) years.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Professional Services Agreement with Webb Municipal Finance, LLC on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-197, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Professional Services Agreement with Webb Municipal Finance, LLC

AGREEMENT FOR PROFESSIONAL SERVICES (C001103) FOR MUNICIPAL ASSESSMENT SERVICES TO REINSTATE COUNTY SERVICE AREA CSA 152 STORMWATER ASSESSMENT BY AND BETWEEN CITY OF BANNING AND WEBB MUNICIPAL FINANCE, LLC,

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Webb Municipal Finance, LLC, a California Limited Liability Company, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance of a Request for Proposal (RFP #24-086) for the performance of Municipal Assessment Services to Reinstate County Service Area CSA 152 Stormwater Assessment and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Charmaine McCarvel	Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

1.15 Debarment or Suspension.

Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Sixty Thousand Dollars ($60,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2024 with four one-year optional renewals unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising

from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All

sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the

provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

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.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other

relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Nathan Smith Deputy Director of Public Works City of Banning 99 East Ramsey Street Banning, California 92220 Email: nsmith@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com

If to Consultant: Attn: Heidi Schoeppe
President/Managing Director
Webb Municipal Finance, LLC
3788 McCray Street
Riverside, CA 92506
Email: hschoeppe@webbmfinance.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Municipal Assessment Services to Reinstate County Service Area CSA 152 Stormwater Assessment **prepared in connection therewith:**

A. COVER LETTER

Webb MUNICIPAL FINANCE

3788 McCray Street
Riverside, CA 92506
951.686.1070

webbmfinance.com
DIR: 1000061305

October 30, 2024

Barbara Mason, Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Quotes: Municipal Assessments Services to Reinstate County Service Area 152 Stormwater Assessment

Dear Ms. Mason,

Webb Municipal Finance, LLC (WMF) would like to express our enthusiastic interest to continue partnering with the City of Banning to provide Municipal Assessment Services to Reinstate the CSA 152 Stormwater Assessment. Our statement of qualifications reflects an experienced technical team strong in all consulting services required for your various projects. WMF is confident we can tailor solutions to meet your needs and develop a strong relationship moving forward. Our extensive experience in administration services has helped us successfully complete similar projects for public agencies such as the Cities of Desert Hot Springs, Riverside, and Norco. Our track record speaks for itself, and we are confident that we can bring significant value to the City of Banning.

Our approach is deeply collaborative, ensuring that we work closely with our clients to understand their unique needs and challenges. For your project, we aim to bring this same level of dedication and partnership. With an eye on the specific deliverables you outlined, including data collection, calculation of BAUs, parcel identification, and more, WMF is prepared to leverage our skills and resources to contribute to your success.

As President/Managing Director and Chief Compliance Officer, I offer my personal commitment to provide the City of Banning the best resources and services available. If you have the need to talk to me at any time, either before or after your selection decision, please call me at my direct number at 951.320.6087, or you can email me at hschoeppe@webbmfinance.com.

WMF intends to perform the services and confirms that all elements of the RFP have been reviewed and understood. WMF confirms its willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement without exception.

Sincerely,

Heidi Schoeppe

Heidi Schoeppe | Registered Principal Municipal Advisor Representative
President/Managing Director, Chief Compliance Officer
hschoeppe@webbmfinance.com | 951.320.6087



B. STATEMENT OF UNDERSTANDING AND APPROACH

STATEMENT OF EXPERIENCE

WMF supports agencies in recovering lost revenues in CSA 152 through advanced GIS and KML mapping techniques, which accurately delineate city boundaries and monitor real-time parcel development. Additionally, WebbSTAR, our proprietary software, effectively helps manage parcel data, facilitating the recognition of parcel splits, merges, and any changes in land use or ownership, ensuring that all relevant information is systematically captured and utilized.

PROJECT TEAM QUALIFICATIONS

- Our team leads, Heidi Schoeppe and Charmaine McCarvel, have over 40 years of combined experience providing similar services to other public agencies throughout Southern California
- Key personnel will be available as proposed for the duration of the project

QUALITY ASSURANCE

QA/QC is a core value at WMF that shapes our unique project management approach. Reinforced by experience and commitment to best practices, our QA/QC standards provide optimal results. WMF maintains a high level of quality assurance by following the protocols outlined below.

1. Communication Open Dialogue - Communication between team members and City Staff is critical for project success. WMF coordinates with our clients to set goals, procedures, and expectations, and to be an expert resource for any challenges that may arise. At the start of a project, we evaluate and confirm the preferred methods of communication with your staff. WMF then uses the established methods of communication throughout the project, improving the time it takes to develop quick and efficient resolutions in case an issue arises.

2. Compliance Government Codes and Regulations - To ensure proper compliance is maintained, WMF stays current and compliant with the California Streets and Highways Code Landscape and Lighting Act of 1972, Proposition 218, the Benefit Assessment Act of 1982, as well as any case laws that affect the formation or administration of these Districts and other state and federal requirements.

STATEMENT OF UNDERSTANDING AND PROJECT APPROACH

Task 1: Project Management and Administration

Project Management

WMF will be responsible for managing the project activities throughout the contract, including managing the schedule, budget, setting up meetings, and managing the project team. WMF will ensure that the Assessment Roll and Summary Report meet all applicable State, Riverside County, and local requirements for the levy of assessments.

Kick-off Meeting

This meeting aims to coordinate with the City to review the scope of the project and understand the specific goals, components, and criteria to meet the City's needs. We will also establish the City's preferred method of communication. To achieve this, WMF will coordinate with City Staff to establish a schedule and prepare a timeline, based on the City's

scheduling requirements, outlining key dates, events and responsibilities adhering to statute requirements. We will review the timeline with City Staff and make adjustments as needed. We will also discuss our role in the project, progress reporting, scheduling and invoicing, key milestones, and potential data needed from the various City departments.

Project Milestones/Monthly/Additional Meeting

WMF will prepare a project execution schedule listing the major milestones to the City of Banning for approval. WMF will prepare regular progress reports and meeting Agendas and Minutes for the City of Banning Staff each month. In addition to the kick-off meeting, WMF will attend three (3) monthly meetings, a meeting to go over final submittals and, if requested, a meeting to present the Final Assessment and Summary Report to the City Council, as well as attending the City Council Meeting approving the Resolution authorizing the levy.

Task 2: Public Participation Assistance

Community Outreach

WMF will coordinate with City Staff to engage the residents with proven approaches for outreach. WMF will attend three (3) in-person meetings with stakeholders and provide parcel and property owner details and information to the City's Public Information Officer (PIO) for public notices, flyers, and social media posts he will prepare.

Property Owner Services

WMF will serve as the initial and primary contact to City Staff, property owners and other interested parties for inquiries regarding CSA 152. The City may also refer to WMF, property owners, title companies, and other interested parties with inquiries.

Task 3: Data Collection and Research Parcels Within City Boundaries

WMF will create and maintain a comprehensive parcel database for all the parcels within the City's boundaries using our proprietary software, WebbSTAR™, the latest assessor's parcel maps and secured tax roll information from the Riverside County Assessor's Office and Geographic Information System (GIS) shape files for our in-house GIS platform. The database will include all data related to each Assessor's Parcel Number, including, but not limited to, acreage, classification, land use code, development status, Benefit Assessment Units (BAU), property owner information, situs and mailing address, and tract and lot information.

Task 4: Calculate BAUs, Levy Amounts and Preparation of Roll and Summary Report

WMF will calculate and determine BAUs and the levy amounts, based on the type of property/land use and development status/area, as described in County Ordinance No. 573 for all assessable properties within the City of Banning limits. WMF will prepare a levy submittal file in the format required by the Riverside County Assessor's Office. The levy will be summarized in a Draft Assessment Roll and Summary Report for City Staff to review by mid-April of 2025. The Summary Report and Assessment Roll will be revised as needed in accordance with the City Staff's review comments and changes.

Task 5: Submittal of Initial and Final/Resubmittals Levy Roll, Preparation of Required Documents and County Coordination

WMF will submit the final Assessment Roll and Summary Report to the City who will then submit it to the Riverside County Economic Office, who administers the CSA 152 assessments. WMF will research any rejected PINs by the County Assessor's Office and resubmit the levy as appropriate. WMF will advise and assist the City with any County required staff report, resolution, authorized personnel letter, Prop 218 compliance, etc. required for the CSA 152 reinstatement of assessments and County deadlines. WMF will answer any questions the County or public may have regarding this first initial levy through August of 2025. If requested, WMF will present the Final Assessment and Summary Report to the City Council via a workshop or City Council meeting and answer any questions.

Task 6: Optional

Additional Services

In-House Technology: WMF uses our innovative GIS technology and our proprietary software, WebbSTAR™, to ensure the accuracy of our work products. We use GIS technology to create Audit maps of the District as well as KML files that link directly to Google Earth and allows the City to view the parcels in the district and drill down to the parcel level for the classification and levy information. WebbSTAR™ was designed as a database management system to provide administrative services for property-related fees, assessments, charges, and taxes. Throughout the project we use WebbSTAR™ to store all data including complete parcel information, generate levies, and reporting. Our new client portal feature allows the City to access reports and parcel-related data in real-time.

PROJECT SCHEDULE

Description	Due Date	Party Responsible
WMF schedules a kickoff meeting with City staff to review project scope, go over key milestones and confirm schedule of deliverables.	January 2025	City Staff, WMF
WMF will create a database of all parcels in the City and assign each parcel a land use classification, Benefit Assessment Unit (BAU), and levy amount.	January 2025	WMF
WMF will schedule and attend monthly progress meetings with City staff as well as prepare Agendas and Minutes for all meetings.	TBD	City Staff, WMF
WMF will provide details and information to the City's Public Information Officer (PIO) for public notices, flyers, and social media posts.	TBD	WMF
WMF will attend three community outreach meetings.	TBD	City Staff, WMF
WMF will assist the City with the staff report and resolution, approving the budget and rates.	March 10, 2025	City Attorney, WMF
City Council adopts Resolution approving the budget and Benefit Assessment Unit Rate (charges) for Fiscal Year 2025-26.	March 25, 2025	City Council, City Staff, WMF
WMF prepares and submits a Request to Establish a New Fixed Charge Fund Number Form.	March 28, 2025	WMF
WMF sends a PDF copy of the adopted Resolution and Proposition 218 Letter to EDA via e-mail.	No later than April 4, 2025	WMF
WMF provides the City with a Draft Assessment Roll and Summary Report for review.	April 10, 2025	WMF
WMF provides City with an excel spreadsheet that contains all APNs and charges to be enrolled (levied) for CSA 152 for Fiscal Year 2025-26.	No later than April 18, 2025	WMF
EDA submits the Fiscal Year 2025-26 enrollment (APNs and charges) to the Riverside County Auditor-Controller.	July 2025	EDA
City Staff receives the Fiscal Year 2025-26 Revenue District Fixed Charges Inserted/Rejected report from EDA and forwards the list to WMF to research the parcels that were rejected.	July through August 2025	City Staff, WMF
WMF researches the rejected parcels and submits an Excel spreadsheet with new APNs and charges to the City.	August 2025	WMF
EDA submits the new APNs and charges that were discovered as a result of the rejected parcel research to the Riverside County Auditor-Controller.	August 2025	EDA
WMF provides the City with a Fiscal Year 2025-26 Final Levy Detail Report.	August 2025	WMF

SUMMARY & CLOSURE

WMF has a highly qualified team of professionals with extensive experience in projects very similar to the City's needs. Our work plan is to always provide cost-effective and high-quality customer service to all our client's projects. WMF's project manager and the WMF Team proposed are confident this approach meets and exceeds the City's expectations.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the rate attached as Exhibit C-1.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

	Associate Assigned	Heidi Schoeppe	Charmaine McCarvel	Nadia Benali	Josh Norris	Total
	Classification	Principal II	Senior I	Assisstant V	Assistant IV	
	Hourly Rate	$321.00	$266.00	$202.00	$180.00	
Task 1	Project Management and Administration	1	5	8		$3,267.00
Task 2	Public Participation Assistance	5	15	15		$8,625.00
Task 3	Data Collection and Research Parcels Within City Boundaries		4	8	5	$3,580.00
Task 4	Calculate BAUs, Levy Amounts and Preparation of Roll and Summary		1	4		$1,074.00
Task 5	Submittal of Initial and Final/Resubmittals Levy Roll, Preparation of Required Documents and County Coordination		2	3	1	$1,318.00
Task 6	Optional Task					$0.00
Total		**6**	**27**	**38**	**6**	**$17,864.00**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

PROJECT SCHEDULE

Description	Due Date	Party Responsible
WMF schedules a kickoff meeting with City staff to review project scope, go over key milestones and confirm schedule of deliverables.	January 2025	City Staff, WMF
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CSA 152 NPDES Stormwater Assessment

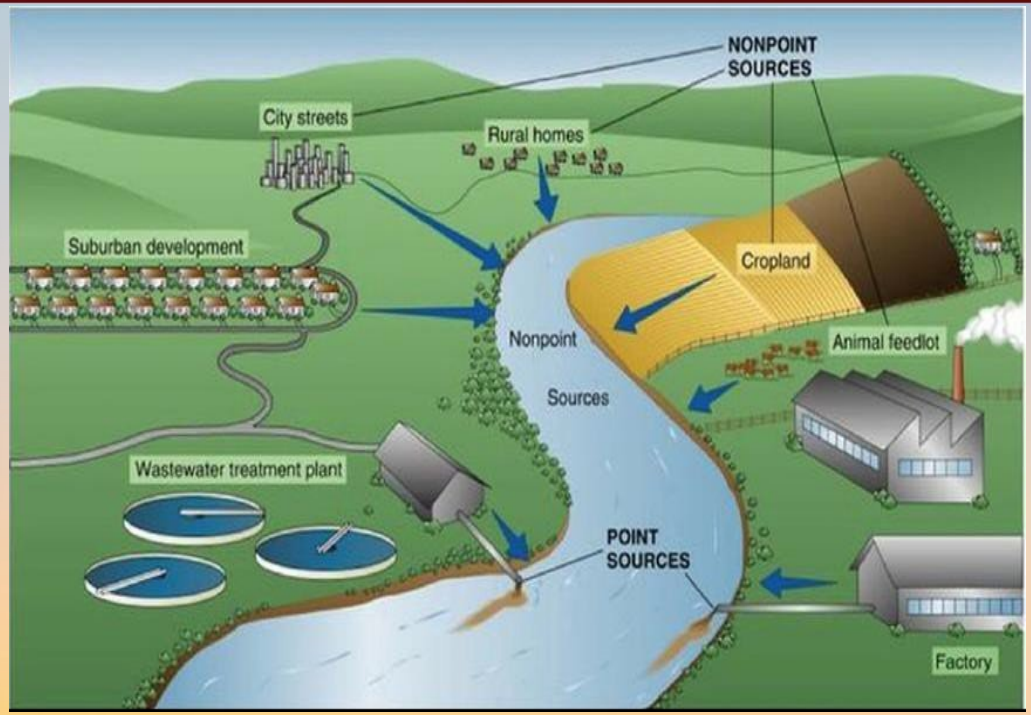


1. Background of CSA 152
2. Calculation of Assessment
3. New 2025 Permit Requirements
4. Adopt Resolution No. 2024-XX
5. Questions

BANNING CALIFORNIA

What is a NPDES Permit

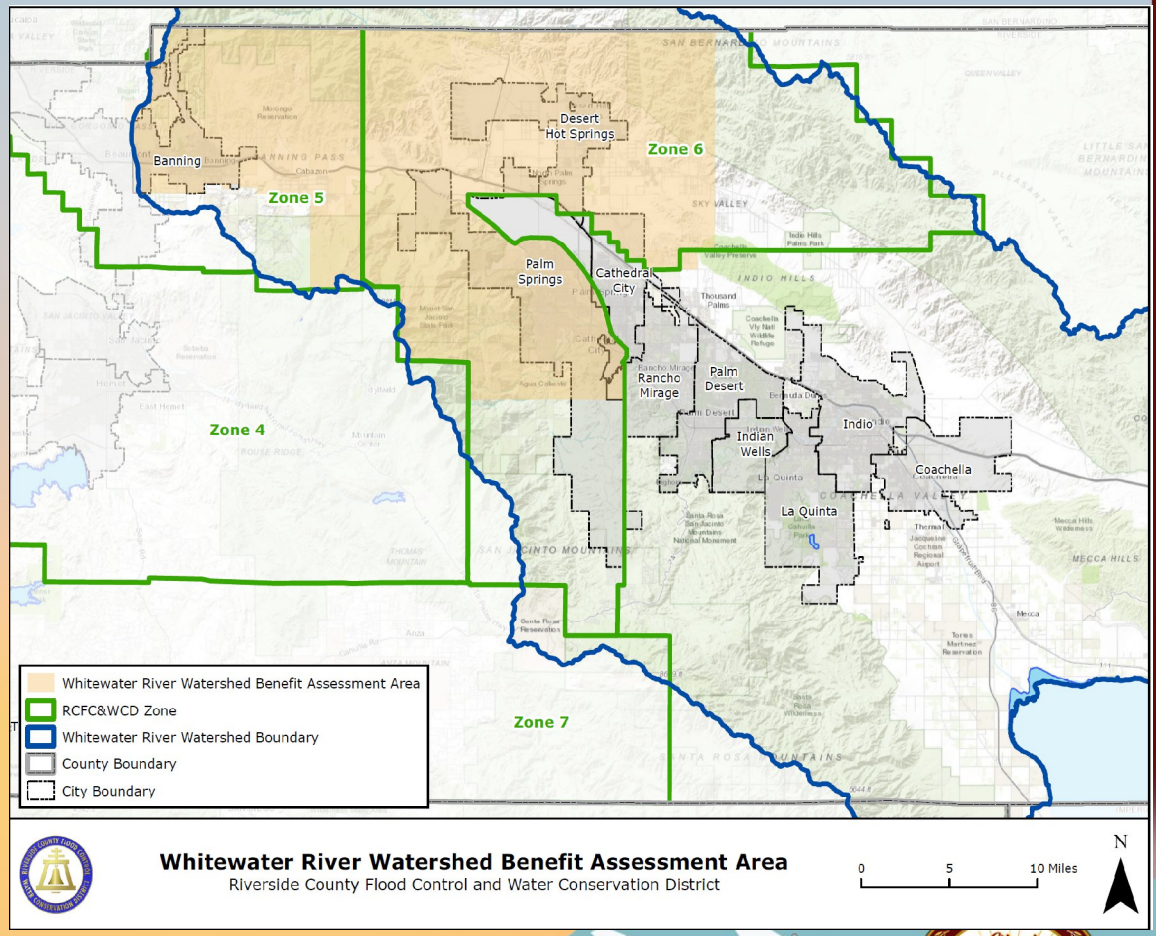
- A National Pollutant Discharge Elimination System (NPDES) Permit regulates point and nonpoint source discharges of pollutants into Waters of the United States
- The Federal Clean Water Act prohibits discharges of pollutants from point and nonpoint sources unless regulated by an NPDES Permit
- A joint NPDES Permit to discharge storm water into the various storm channels and washes throughout the Whitewater River Watershed area was issued by the Colorado River Basin Regional Board No. 7



BANNING CALIFORNIA

Whitewater River Region

- Two Principal Permittees – RCFC&WCD and Riverside County
- Eleven Co-Permittees – Ten cities and the Coachella Valley Water District
- Designated as a Phase I MS4 in 1991
- Under the fourth term permit since 2013



City of BANNING ENDLESS OPPORTUNITY

Background of CSA 152

- On December 21, 1993, the County of Riverside adopted County Resolution No. 93-454, annexing the City of Banning to its County Service Area (CSA) 152 to fund a portion of its expenditures associated with the NPDES Permit by placing an assessment on property owners' tax bills.
- On March 22,1994 the City Council approved Resolution No. 1994-028, setting the annual assessment rate for FY 1994/95 at $4.72 per Benefit Assessment Unit (BAU) and following the formula and methodology of County Ordinance No. 573 to determine the number of BAUs for each type of property
- The City Council then approved the Administrative Services Agreement with the County for the CSA 152 Program on September 27, 1994, via Resolution No. 1994-107
- The following year, on July 11, 1995, the City Council approved Resolution No. 1995-125 and elected not to participate in CSA 152 and instead used the reserve funds from the previous FY to fund the NPDES Permit for FY 1995/96

Background of CSA 152

- From both City and County research, no records have been found showing that either party has ever withdrawn from the Agreement and therefore the City can reinstate the CSA 152 Assessment for the upcoming FY 25/26
- Since the rate was adopted in 1994 prior to the passage of Proposition 218, any increase in the rate would require a Proposition 218 Hearing and vote through an assessment balloting proceeding
- On September 10, 2024, a workshop was presented by the Deputy Director of Public Works/City Engineer and the City Council decided that they would like to pursue reinstating the CSA 152 assessment.
- A public participation and community outreach phase occurred in October and November of 2024 to let the residents and property owners know of public meetings held with the Public Works Dept. to explain the CSA 152 assessment and its purpose with regard to providing funds for the NPDES Program.

Calculation of Benefit Assessment Unit (BAU)

- When CSA 152 was formed, the County determined the formula and methodology to use to calculate the number of BAUs for each type of property based on land use
- Each parcel that contains a structure is assigned a number of Benefit Assessment Units (BAUs). Vacant and undeveloped land is exempt
- A single family home is charged 1 BAU, regardless of its size, amounting to a charge of $4.72/home/year
- The City has an estimated 10,700 residential and 650 commercial accounts
- A parcel's land use was used to determine its runoff coefficient and BAU/acre (listed in the table on the next slide), and the developed (assumed to be impervious) area in acres of the parcel is used to determine the number of BAUs and thus cost to the property owner per year
- If the award of the contract to Webb Municipal Finance, LLC ia approved, the firm will calculate the BAUs for each parcel to be placed on the Tax Roll.

Calculation of Benefit Assessment Unit (BAU)

- As an example calculation, a Commercial/Industrial property (see below table, Group A, with 12 BAUs/Acre) that is a 10.0 acre commercial/industrial parcel, with a developed area of 8.0 acres, with a City of Banning BAU rate of $4.72 per year:
- No. of BAUs = (Developed Parcel Area) X 12 BAUs/Acre = 8 X 12 = 96 BAUs
- Therefore, the assessment would be: 96 BAUs X $4.72/BAU = $453.12 per year.

BENEFIT ASSESSMENT UNITS (BAUs)

Group	Land Use	Coefficient Factor	Per Acre
A	Commercial/Industrial	0.8	12
B	Apartments/ Mobile Homes, Churches, Schools	0.6	9
C	Single family, Residential*	0.4	6*
D	Poultry, Irrigated or Cultivated Crops, Vacant or Undeveloped	0	0
E	Golf Courses, Private Parks	0.0067	0.1
F	Parcels with Miscellaneous Structures	0.0033	0.05

* For simplicity, all single family residential properties regardless of size have been assigned 1 BAU.

Other Participating Cities and Collected Revenues

- Below is a list of revenue collected by some cities within CSA 152 for Tax Year 2024. Desert Hot Springs charges $10.00/BAU with 9,477 parcels and Rancho Mirage, $4.68/BAU and 13,814 parcels

Riverside County Auditor-Controller

Special Assessment Value Report - Summary

Criteria

Tax Year: 2024

8/8/2024 4:38:53 PM 68-1853-FC	68-1853-FC CSA 152-RIVERSIDE STORMWATER	72,013	$1,547,149.50
8/8/2024 4:38:53 PM 68-1854-FC	68-1854-FC CSA 152-CORONA STORMWATER	39,986	$822,410.20
8/8/2024 4:38:53 PM 68-1857-FC	68-1857-FC CSA 152-DHSPRINGS STORMWATER	9,477	$153,740.12
8/8/2024 4:38:53 PM 68-1859-FC	68-1859-FC CSA 152-LA QUINTA STORMWATER	22,531	$300,203.62
8/8/2024 4:38:53 PM 68-1860-FC	68-1860-FC CSA 152-MORENO VLY STORMWATER	47,136	$708,057.80
8/8/2024 4:38:53 PM 68-1861-FC	68-1861-FC CSA 152-MURRIETA STORMWATER	32,973	$540,444.08
8/8/2024 4:38:53 PM 68-1862-FC	68-1862-FC CSA 152-NORCO STORMWATER	7,211	$138,162.80
8/8/2024 4:38:53 PM 68-1864-FC	68-1864-FC CSA 152-PLM SPRINGS STORMWATER	29,309	$479,304.82
8/8/2024 4:38:53 PM 68-1865-FC	68-1865-FC CSA 152-RNCHOMIRAGE STORMWATER	13,814	$136,929.64

Benefits of Reinstating the CSA 152 Annual Assessment

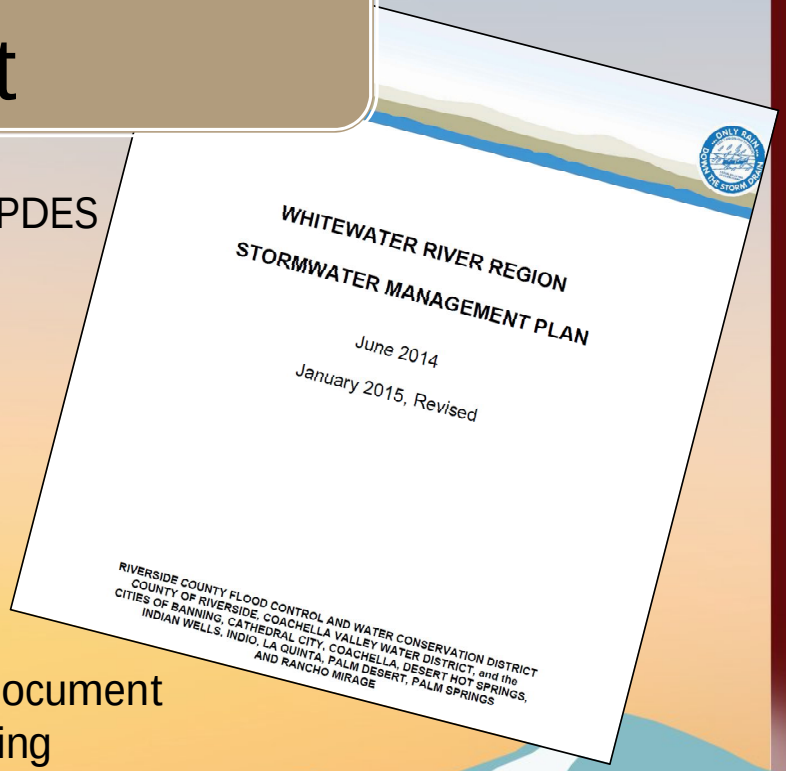
- CSA 152 provides a funding mechanism for the NPDES program. Eleven cities joined CSA 152 to ensure revenue is collected to fund a portion of their NPDES Program
- Since assessments have not been collected from properties in the City since 1994, the funding source for the NPDES program is now absorbed by City of Banning Streets Department (Fund 100). A new Stormwater Fund 105 has been created to track stormwater costs.
- The NPDES program costs the City about $300,000 annually to manage the current NPDES Permit. Those costs are expected to be much higher with the new 2025 permit given the new requirements and will keep rising over time
- If approved, Webb Municipal Finance, LLC will determine the estimated revenue to be collected from the assessment, and a rough estimate would be between $75,000 and $110,000/year, which would substantially help with the NPDES program costs.

New Provisions in the 2025 NPDES Permit

The following new provisions will be incorporated into the 2025 NPDES Permit:

1. Asset Management
2. Fiscal Cost Analysis/ Cost Reporting
3. Urban Pesticides
4. Trash Amendment/Management
5. New Construction General Permit
6. Continued SB 205 Compliance re: Business Licenses

The WWR Stormwater Management Plan is the implementation document and it will be updated to incorporate these provisions and continuing provisions within 12 months of the effective date of the Permit.



Asset Management

40 CFR 122.41(e) *Proper operation and maintenance*. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

- Permittees will develop an Asset Management Program:
  - Asset Inventory
  - Asset Management Plan

Asset Inventory

Due twelve months following the effective date of the Permit

Maintain a database consisting of:

- Municipal Facilities
- Municipal Storm Sewer Infrastructure (storm drains, basins, inlets, channels, outfalls)
- Full Capture Systems (FCS), trash capture devices

The Asset Inventory will require the following information:

- Name or ID of the facility
- Address or Coordinates
- Inspection frequency based on prioritization
- Last inspection date
- For trash control devices, whether the device is a certified FCS

Asset Management Plan

Complete 24 months following the effective date of the Permit

The Asset Management Plan shall contain the following:

- SOPs for routine maintenance of MS4 facilities, including visual monitoring, removal of trash and debris, reducing the discharge of contaminants during routine cleanouts, and proper disposal of waste
- MS4 facility prioritization – establish the frequency at which each facility/asset is maintained and establish procedures for reprioritization
- How to identify facilities/assets that require maintenance/repair
- Establish a schedule when facilities are expected to be rehabilitated/replaced or when new facilities are established



Fiscal Cost Analysis

- Under the 2013 Permit, Permittees were not required to report on the costs of stormwater program implementation
- Under the 2025 Permit, Permittees will be required to report total stormwater program budgets for the preceding, current, and future fiscal years, and a description of the sources of funding
- Contingencies for asset failure or repair must be budgeted
- If the SWRCB adopts a new Order for Cost Reporting, extensive tracking of NPDES Permit costs including staff time, equipment and materials, amounting to about 100 categories, would be required
- Monthly reporting on storm water costs including street sweeping and storm drain cleaning and corresponding debris removed from the street, storm drains and catch basins would have to be measured

Category		Capital Expenditures[1]	Land Costs	Personnel Cost	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(1) Program Management[2]										
(2) NPDES MS4 Permit Fees										
(3) Minimum Control Measures (MCMs)	PIPP									
	Industrial / Commercial Facilities Program									
	Planning & Land Development Program[3]									
	Construction Program									
	Public Agency Activities Program									
	IDDE Program									
	Additional Institutional BMPs / "Enhanced" MCMs									

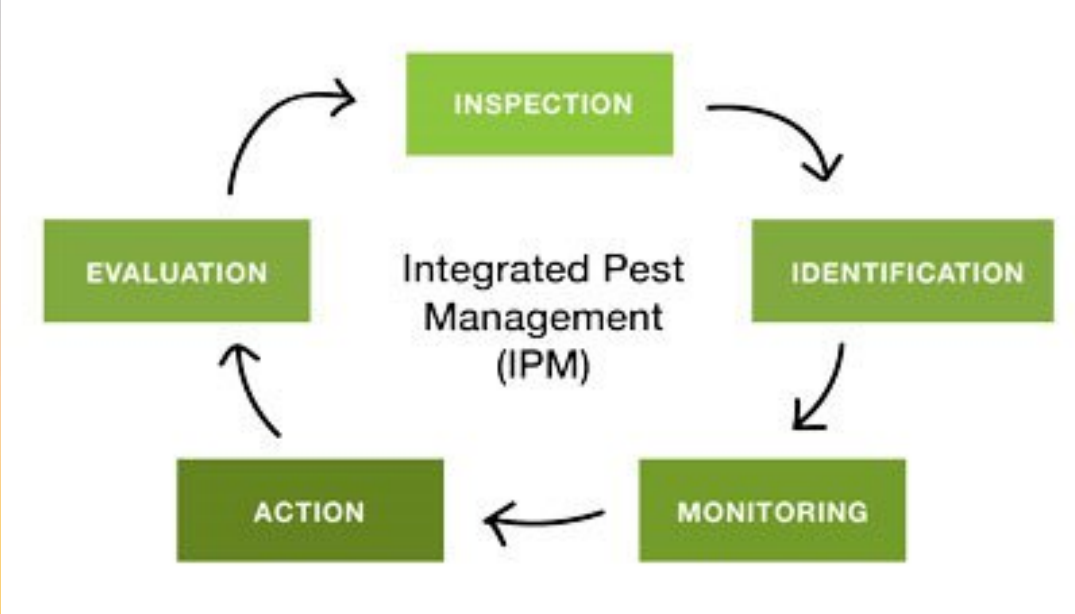
Category		Capital Expenditures[1]	Land Costs	Personnel Cost	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(4) TMDL Implementation Plan / Watershed Management Program Development[4]										
(5) Projects[5]	Distributed Projects and Green Streets									
	Regional Projects									
	Other Structural BMPs									
(6) Trash Compliance	Trash TMDLs[6]									
	Discharge Prohibitions - Trash[7]									

Category		Capital Expenditures[1]	Land Costs	Personnel Cost	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(7) Monitoring	Monitoring Plan Development[8]									
	Outfall and Receiving Water Quality Monitoring									
	BMP Effectiveness Monitoring									
	Regional Studies[9]									
	Special Studies[10]									
(8) Other[11]										
TOTAL										

~100 cost categories

Urban Pesticides

- Each Permittee will develop and implement policies, procedures, and ordinances to reduce the use of pesticides and fertilizers
- Each Permittee will develop an Integrated Pest Management (IPM) Plan within 18 months of the effective date of the Permit.



Integrated Pest Management Plan

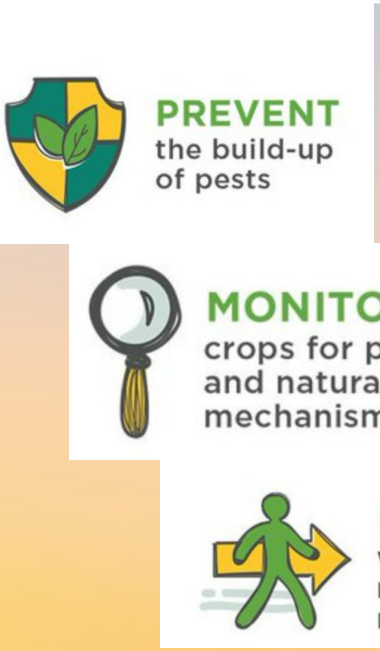
Preventative Measures
- Only use pesticides/fertilizers when needed
- Use least-toxic alternatives
- Prohibit banned/unregistered products

Proper Application
- Do not use during rain, and establish a routine application schedule

Proper Storage and Disposal
- Store indoors within secondary containment
- List procedures to dispose of pesticides
- Keep manifests as a “chain of custody”

Applicator Management
- Ensure Permittee staff are trained to apply pesticides
- Pesticides application must be overseen by a certified pesticide applicator
- Contractors must implement Permittee’s IPM at municipal facilities/operations

Education and Outreach



Trash Amendment/Management

Trash larger than a diameter of 5 mm must be captured and removed from Priority Land Uses (PLUs) or designated land uses include:

- High Density Residential
- Industrial
- Commercial
- Mixed Urban
- Public Transportation Stations

Interim Compliance Deadline: 50% trash capture devices installed in about 40 City catch basins by 2028

Requires full trash capture from PLUs by December 2, 2030

Annual Reporting

- Update Jurisdictional Map to show installed devices
- Total area, debris removed & percentage area served by each device



New Construction General Permit

- New Permit became effective September 1, 2023
- The WDID number must be posted at the site
- Public construction projects now require QSD and QSP involvement
- WQMPs and post construction maintenance plans to be uploaded to SMARTS, allowing for public viewing
- Reissuance Training for QSDs and QSP.



Senate Bill 205

- Effective January 1, 2020
- Codified under California Business and Professions Code, Section 16000.3 and California Water Code 13383.10
- Requires Cities and Counties that have a business license program to:
  - Update business license permit applications to provide SIC codes and WDIDs, NEC identification numbers, or NONA numbers
  - Identify whether the business license applicant's provided SIC code requires IGP coverage (see IGP Attachment A)
  - Enforce SB 205 provisions, which may include withholding/suspending business licenses for facilities that require IGP coverage and do not have a WDID.

Industrial General Permit (IGP)

- The IGP, adopted in 2014, and amended in 2015 and 2018, regulates industrial stormwater discharges and non-stormwater discharges from industrial facilities
- Industrial sites can contribute pollutants such as Nutrients (Nitrate, Nitrite, Ammonia) and Heavy Metals (Copper, Lead, Zinc) to receiving waters
- Attachment A of the IGP identifies 9 categories of facilities requiring coverage under the IGP. Those businesses are identified by their SIC Codes.





Adopt Resolution No. 2024-XX

- Awarding a Professional Services Agreement for Municipal Assessments Services to Reinstate County Service Area (CSA) 152, NPDES (National Pollutant Discharge Elimination System) Stormwater Assessment to Webb Municipal Finance, LLC in the amount of $19,650, which includes a 10% contingency
- Three Open House presentations were given to the residents as follows:
  - Banning Public Library, October 28th from 4 to 5:45 pm
  - Banning Senior Center, October 30th, from 10 to 11:00 am
  - Sun Lakes HOA, November 5th, from 1 to 3:00 pm
- The main question from the public was whether or not the CSA 152 rate of $4.72/BAU would increase each year. The response was that the rate cannot increase without a Prop 218 hearing and ballot procedure. Overall, the feedback from the public is in support of reinstating the CSA 152 stormwater.

Proposed Schedule and Next Steps

September 24, 2024
CSA 152 Workshop
Discussed the reinstatement of CSA 152 and obtained City Council direction to move forward

Public Outreach in October and November, 2024
Provided outreach to residents with PIO's assistance and held 3 meetings to explain CSA 152 and its purpose

September - November, 2024
Released RFP for Assessment Services, solicited and selected a consultant

December 10, 2024
Provide feedback on community outreach and consider awarding Assessment Services Contract to Webb Municipal Finance, LLC

January, 2025
City Council considers approving the new CSA 152 Agreement with the County

March, 2025
City Council considers approving the BAU levy and the City's CSA 152 budget for FY 25/26 and staff submits the Resolution to the County

April, 2025
Consultant completes the final Assessment/ Levy Report (list of APNs) for Engineering staff to review

May, 2025
Engineering staff submits the Assessment/Levy Report for the FY 25/26 Tax Roll to the County

June – August, 2025
The County prepares their staff report and budget and submits the FY 25/26 CSA 152 assessments to the County Assessor's Office

Questions?

Contact Information

Nate Smith, P.E. Deputy Director of
Public Works/ City Engineer

nsmith@banningca.gov

Board of Supervisors County of Riverside

RESOLUTION NO. 93-454

RESOLUTION ORDERING TERRITORY DESIGNATED AS
LAFCO NO. 93-39-ALL ANNEXED
TO COUNTY SERVICE AREA NO. 152

WHEREAS, the Local Agency Formation Commission of the County of Riverside adopted its Resolution No. 74-93 on October 28, 1993, making determinations and approving the proposed annexation to County Service Area 152 of territory described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the reasons for this proposed annexation are to provide a revenue collection mechanisr for the implementation of the National Pollutant Discharge Elimination System Program (NPDES); and

WHEREAS, the regular county assessment roll is utilized by this district; and

WHEREAS, the affected territory will not be taxed for existing general bonded indebtedness of this district; and

WHEREAS, this annexation is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3); and

WHEREAS, a public hearing on this annexation was called for and held by this Board at the place and time noticed therefore on December 21, 1993, and this Board finds and determines that the value of written protests filed and not withdrawn is less than 25 percent of the registered voters residing within the territory to be annexed and less than 25 percent of the number of owners of land owning less than 25 percent of the assessed value of land within the territory.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED, by the Board of Supervisors of the County of Riverside in regular session assembled on December 21, 1993, that it hereby orders the territory described in Exhibit "A" annexed, and directs the Clerk of the Board to transmit a certified copy of this resolution with applicable fees required by Section 54902.5 of the Government Code to the executive officer of the Local Agency Formation Commission of Riverside County.

Roll Call:
Ayes: Buster, Dunlap, Ceniceros, Larson, Younglove
Noes: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.
GERALD A. MALONEY, Clerk of said Board
By _____ Deputy

JSR:dbf-f:\prop\db\resoluti\93reso-121393

The boundaries of the subject territory are: the entire corporate boundaries of the cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indio, La Quinta, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs and Rancho Mirage.

EXHIBIT "A"

RESOLUTION NO. 1994-28

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING SETTING RATES FOR COUNTY SERVICE AREA 152 - TO FUND CITY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM

WHEREAS, the County of Riverside, by its Resolution No. 93-454 adopted December 21, 1993, annexed the City of Banning to its County Service Area (CSA) 152 at the City's request to meet the Environmental Protection Agency's requirement to obtain operating permits for discharges from storm drain systems and to pay for anticipated project costs that places an assessment on property owners' tax bills to fund expenditures required by the permit; and

WHEREAS, City staff has estimated the stormwater management program requirements will cost the City approximately $53,600 annually; and

WHEREAS, a "Benefit Assessment Unit" is defined in the Riverside County Flood Control and Water Conservation District Manual, the portion of which defining Benefit Assessment Unit is attached as exhibit 1 and by this reference made a part hereof; and

WHEREAS, this City Council has determined, based on staff's calculations, that annual assessments are anticipated to be $4.72 per Benefit Assessment Unit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Banning that the annual assessment rate for fiscal year 1994-95 for CSA 152 - Banning is hereby set at $4.72 per Benefit Assessment Unit.

PASSED, APPROVED, AND ADOPTED this 22th day of March, 1994.

Gary Reynolds, Mayor
City of Banning, California

ATTEST:

Lucille M. Elizondo
City Clerk of the City of
Banning, California

APPROVED AS TO FORM
AND LEGAL CONTENT

John F. Wilson, Esq.
City Attorney

CERTIFICATION

I, Lucille M. Elizondo, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 1994-28, was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 22th day of March, 1994, by the following vote, to wit;

AYES: Councilmembers Anderson, Lewis, Williams, Mayor Reynolds
NOES: Councilmember Smith
ABSENT: None
ABSTAIN: None

Lucille M. Elizondo
City Clerk, City of Banning
California

Brian\1994-28

ORDINANCE NO. 573, AUTHORITY FOR CSA 152

The purpose of this ordinance is to establish a procedure for the levy and collection of charges for extended governmental service provided in county service areas, under the authority of the County Service Area Law as set forth in Government Code Section 25210.1 et. seq. The charges established hereunder shall be levied to pay in whole or part the cost of providing such extended governmental services.

BENEFIT ASSESSMENT UNIT (BAU) BACKGROUND AND METHODOLOGY

The assessment computation methodology adopted for this CSA is the BAU method developed by Riverside County Flood Control District.

This method spreads the total assessment to parcels within the benefit assessment area in proportion to each parcel's runoff. Runoff is determined by first knowing a parcel's size in acres its present land use (Residential, Commercial, Industrial, etc.) and then assigning a runoff factor to its general land use category. Runoff factors are estimates of how much rainfall runs off a parcel in comparison to the amount of rainfall that fall on a parcel. In other word, the runoff factor is a way of expressing the relative degree of imperviousness of parcels with different land uses, Paved and improved parcels have runoff factors closer to 1.0 (where 1.0 equals 100% runoff) than do unpaved or unimproved parcels. Reducing the large number of land uses in the County to six general categories for estimating runoff under the benefit assessment procedure provides for a manageable and reasonable computation method.

For the National Pollutant Discharge Elimination System (NPDES) Program additional factors have been brought in to the analysis which consider the type of activity on that land use. This program is required by Federal Regulation to focus its attention on urbanized areas or developments and to exclude agricultural properties. Therefore agricultural and vacant undeveloped properties have been completely exempted from assessments even though they obviously may have some amount of runoff.

The computation of the assessment for any parcel is based on the number of BAUs assigned to that parcel. A single-family residential parcel of 7,200 square feet (1/6 acre) in size with a runoff factor of 0.40 was selected as the standard BAU. The number of BAUs for any other parcel can be computed by relating its size and land use to the BAU as described under the heading "Computation of Units for Each Parcel".

Again, the principle involved is relating storm runoff to the amount of impervious area present (actual developed acreage).

The table below shows the six categories of land use, their respective runoff factors and the BAU per acre.

BENEFIT ASSESSMENT UNITS

GROUP	LAND USE	FACTOR	PER ACRE
A	Commercial, Industrial	0.80	12
B	Apartments/Mobile Home Parks,Churches,Schools	0.60	9
C	Single-Family Residential	0.40	6
D	Poultry,Irrigated/Cultivated Crops, Livestock,Vacant Undeveloped	0.00	0
E	Golf Courses, Private Parks	0.0067	0.10
F	Parcels with Miscellaneous Structures	0.0033	0.05

EXAMPLES OF TYPICAL LAND USE CODES

GROUP A - COMMERCIAL/INDUSTRIAL
Land Use Codes: C1 - Commercial Properties
CL - Commercial Buildings on leased land

GROUP B - APARTMENTS/MOBILE HOME PARKS, CHURCHES, SCHOOLS
Land Use Codes: CA - Apartment Buildings (4 or more units)
CH - Churches
MP - Mobile Home Rental Park (3 or more units)
R3 - Apartment Buildings (4 or more units)
SC - Schools

GROUP C - SINGLE-FAMILY RESIDENTIAL
Land Use Codes: AR - Agricultural Residential
CR - Single-Family Residential (3 or less units)
MF - Individually owned parcel with mobile home
MO - Individually owned parcel with mobile home
MP - Mobile Home on leased land
PR - Residential on agricultural preserve
R1 - Single-Family Residential
R2 - Residential (2 or 3 units)
RC - Condominiums with private entry
RD - Condominiums with common entries
RI - Single-Family Residential
RM - Individually owned mobile home lot
RR - Single-Family Residential
RX - Exceptional Residential

GROUP E - GOLF COURSE, PRIVATE PARKS
Land Use Codes: CS - Cemeteries (Excluding non-profit)
GC - Golf Course

GROUP F - PARCELS WITH MISCELLANEOUS STRUCTURES
Land Use Codes: AS - Vacant with miscellaneous structure
YS - Land with miscellaneous structure only
Examples: Old foundations, pump houses or sheds not in use

COMPUTATION OF UNITS FOR EACH PARCEL

As previously stated, the BAU is the proportionate runoff from a single-family residential parcel with an area of 1/6 (0.17) acre. Other sized parcels and land use categories will have multiples of the basic unit.

One (1) Unit = (0.17 Acre) X (Single-Family Residential Runoff Factor)

or,

One (1) Unit = (0.17 Acre X 0.40)

For simplicity all single-family residential properties regardless of size have been assigned 1 BAU.

The number of assessment units for all parcels (other than single-family residential larger than 0.17 acres) is determined by the following equation:

$$\text{Number of Units} = \frac{\text{(Area of Parcel in Acres) X (Runoff Factor)}}{\text{One Basic Assessment Unit}}$$

Therefore,

Group A: **Commercial, Industrial**
Runoff Factor = 0.80
BAUs = (Area of Parcel Developed) X 12 BAU/Acre

Group B: **Apartments, Mobile Home Parks, Churches, Schools**
Runoff Factor = 0.60
BAUs = (Area of Parcel Developed) X 9 BAU/Acre

Group C: **Single-Family Residential**
Runoff Factor = 0.40
BAUs = (.17 Acres) X 6 BAU/Acre

Group D: **Poultry, Irrigated Crops, Cultivated Crops, Dairies, Livestock Feeding Yards, Vacant Undeveloped**
Runoff Factor = 0.00
BAUs = 0.00

Group E: **Golf Courses, Private Parks**
Runoff Factor = 0.0067
BAUs = (Area of Parcel Developed) X 0.10 BAU/Acre

Group F: **Parcels with miscellaneous structures**
Runoff Factor = 0.0033
BAUs = (Area of Parcel Developed) X 0.05 BAU/Acre

EXAMPLES OF TYPICAL ASSESSMENTS

1. Commercial/Industrial (Group A)

ASSUME: A 10.0 acre commercial/industrial parcel with a developed area of 8.0 acres which has a BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 12 BAU/Acre
= 8 X 12 = 96 BAUs

Therefore, the assessment would be:
96 BAUs X $4.00/BAU = $384.00 per year

2. Apartments, Mobile Home Parks (Group B)

ASSUME: A 10.0 acre mobile home park with a developed area of 8.0 acres which has a BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 9 BAU/Acre
= 8.0 X 9 = 72 BAUs

Therefore, the assessment would be:
72 BAUs X $4.00/BAU = $288.00 per year

3. Residential (Group C)

ASSUME: A 10.0 acre single-family residential parcel is which has a BAU rate of $4.00 per year:

No. of BAUs = (0.17 acres) X 6 BAU/Acre
= 0.17 X 6 = 1 BAU

Therefore, the assessment would be:
1 BAU X $4.00/BAU = $4.00 per year

4. Poultry, Irrigated Crops, Cultivated Crops, Dairies, Livestock, Vacant Undeveloped (Group D)

ASSUME: A 10.0 acre Poultry parcel which has a recommended BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 0 BAU/Acre
= 10.0 X 0 = 0 BAUs

Therefore, the assessment would be:
0 BAU X $4.00/BAU = $0.00 per year

5. Golf Courses, Private Parks (Group E)

ASSUME: A 10.0 acre Golf Course or Private Park with a developed area of 8.0 acres which has a recommended BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 0.10 BAU/Acre
= 8.0 X 0.10 = 0.80 BAUs

Therefore, the assessment would be:
0.80 BAUs X $4.00/BAU = $3.20 per year

6. Parcels with miscellaneous structures (Group F)

ASSUME: A 10.0 acre parcel with 8.0 acres of old foundations, or pump houses not occupied or being used which has a recommended BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 0.05 BAU/Acre
= 8.0 X 0.05 = .40 BAUs

Therefore, the assessment would be:
0.40 BAUs X $4.00/BAU = $1.60 per year

EXCEPTIONS

The assessment system is designed to identify and compute assessments on "TYPICAL" properties closely meeting those land use descriptions. However the system is flexible enough to accommodate situations which do not meet the average or typical land use within the 6 categories. In those instances "EXCEPTION RULES" have been established to provide a consistent method to evaluate those properties.

1. RV Parks having seasonal occupation will have a 50% reduction rate applied to the calculated assessment

2. Even though agricultural parcels are exempt a single-family residential unit on an agricultural parcel is not exempt and will be assessed at the normal single-family residential calculation

3. All vacant/undeveloped land is exempt regardless of the land use code

4. All agricultural parcels are exempt, packing sheds or storage buildings used in conjunction with the agricultural activity are exempt

5. Indian Federal lands and Bureau of Land Management lands are exempt, however Indian lands leased to non-Indian entities with structures are not exempt

PROCEDURE FOR TYPICAL CSA 152 RE-EVALUATION

For property owners who feel that their parcel does not meet the typical situation, a system for evaluation has been established.

Using the following Sample form to re-evaluate a property owner's CSA 152 assessment, City staff should determine if the assessment is incorrect by reviewing aerial photos or by field inspection if necessary.

The evaluation form could be provided to the property owner by mail or made available at the counter. The top half of the form (Property Information) can be completed by the property owner and mailed back to staff or information can be gathered by staff over the telephone. The bottom half of the form is for staff use to record the information about the property gathered during the evaluation which is necessary to determine if a corrected assessment is necessary.

Questions regarding the re-evaluation procedure may be directed to:

Judy Watterlond
(909) 275-6829
Special Programs Section
Riverside County Transportation Department

Completed forms should be transmitted to:

Riverside County Transportation Department
1695 Spruce Street
Riverside, CA 92507
Attn: Judy Watterlond

SAMPLE FORM

CSA 152
ASSESSMENT RE-EVALUATION

OWNER'S NAME_____ DATE_____

PROPERTY ADDRESS_____ TAX YEAR 93-94

MAILING ADDRESS _____

TELEPHONE NO._____ CONTACT PERSON_____

ASSESSOR PARCEL NO._____ ASSESSMENT $_____

****

FOR STAFF USE ONLY

PARCEL ACREAGE_____ AC. DEVELOPED ACREAGE_____ AC.

PROPERTY EVALUATION: AERIAL PHOTO_____ SITE VISIT_____

PROPERTY DESCRIPTION/COMMENTS_____

_____

ASSESSMENT DATA

LAND USE	BAU/ ACRE	* DEVELOPED ACREAGE	$ RATE /BAU	$ ASSESSMENT

RECOMMENDED CORRECTED ASSESSMENT $_____

CSA 152 FUND NUMBER _____

* APPROXIMATE DEVELOPED ACREAGE ROUNDED TO THE NEAREST HUNDREDTH FOR THIS CALCULATION.

QUESTIONS REGARDING THIS ASSESSMENT, PLEASE CONTACT:

I

PROCESSING CSA 152 ASSESSMENT RE-EVALUATIONS PRIOR TO PROPERTY TAX STATEMENTS BEING MAILED (Before September, 1)

Re-evaluation forms should be submitted to the Special Programs Section of the County Transportation Department prior to property tax statements being mailed (prior to September 1 of every year). The approved corrections to the assessments will be updated to the computer data base assessment roles prior to generation of property tax statements. There is no charge for corrections made prior to issuance of property tax statements.

PROCESSING CSA 152 ASSESSMENT RE-EVALUATIONS AFTER PROPERTY TAX STATEMENTS ARE MAILED

Re-evaluation forms submitted to the Special Programs Section after property tax statements have been mailed will be forwarded to the County Auditor-Controller's office for processing. The Auditor Controller will make the correction to the property tax statement using one of two methods; 1) issue a revised property tax statement or 2) issue a refund check. The correction to the computer data base assessment roles will be made by the Special Programs Section prior to the next tax year.

Method 1:

If 1/2 of the property taxes were paid on the first installment, the Auditor Controller will issue a revised property tax statement showing the second installment balance reduced by the difference between the actual assessment and the recommended corrected assessment.

The property owner will not see a reduction in the actual CSA 152 assessment on the revised tax statement, the only noticeable difference will be in the second installment balance due.

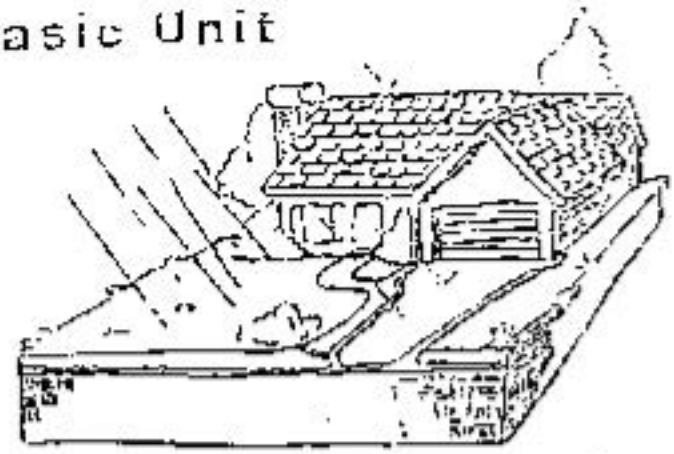
Method 2:

If the property taxes were paid in their entirety on the first installment and the difference between the actual assessment and the recommended corrected assessment exceeds $10.00 the Auditor Control will issue a refund check to the property owner. This may take anywhere from 3 to 6 months to occur.

Each revised property tax statement or refund check processed by the Auditor Controller will cost $15.00 which will be charged to the corresponding CSA 152 fund number.

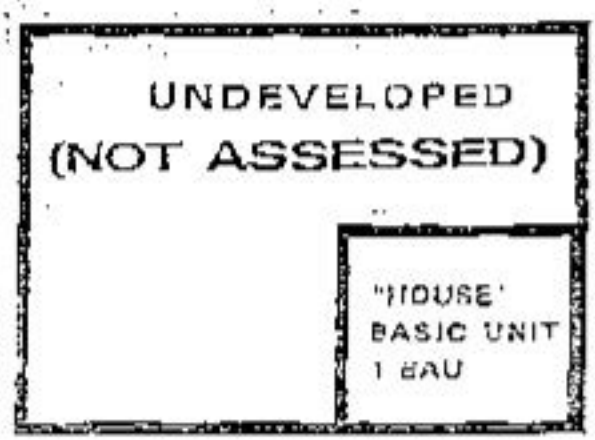
RESIDENTIAL

Basic Unit



1/6 Acre Single Family Residential Parcel
Run off Factor 0.40 or 40%
BAU's 1.00

Sample: 2.17 Acre Parcel

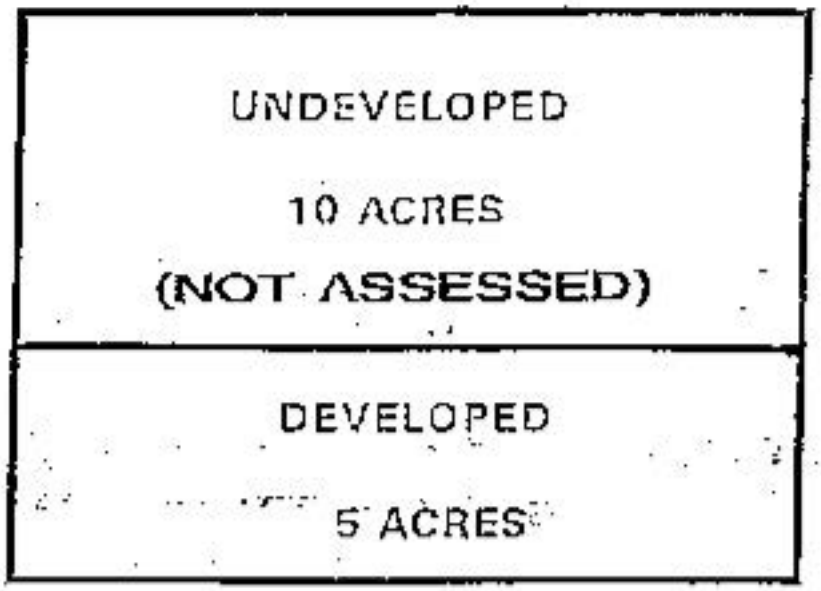


1/6 ACRE = .17 ACRE

HOUSE (BASIC UNIT 1/6 acre) = 1 BAU

1 BAU X BAU RATE = $ ASSESSMENT

COMMERCIAL / INDUSTRIAL



SAMPLE:

12 BAU / ACRE X 5 ACRES DEVELOPED = 60 BAU'S

60 BAU X BAU RATE = $ ASSESSMENT

Resolution No. 1994-107

APPROVING ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 PROGRAM BETWEEN THE CITY OF BANNING
AND RIVERSIDE COUNTY

WHEREAS, Section 402(p) of the Federal Clean Water Act requires municipalities to obtain a National Pollutant Discharge Elimination System (NPDES) Permit before discharging stormwater into the waters of the United States; and,

WHEREAS, County has formed CSA 152 to finance a portion of its programs and obligations associated with the municipal NPDES permits and individual General NPDES Permits; and,

WHEREAS, cooperation between County and City in the administration and implementation of the NPDES Permits is in the best interests of County and City; and,

WHEREAS, City was formally annexed into CSA 152 by County Resolution No. 93-454 on December 21, 1993; and,

WHEREAS, County and City are to perform certain duties prescribed in this Agreement that will benefit all parties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning that the attached Agreement labeled Exhibit "A" be approved and the Mayor is authorized to execute the agreement.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 1994.

Gary Reynolds
Mayor

ATTEST:

Lucille M. Elizondo
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

John F. Wilson
City Attorney

CERTIFICATION

I, LUCILLE M. ELIZONDO, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 1994-107 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 27th day of September, 1994, by the following vote, to wit:

AYES: Councilmembers Anderson, Lewis, Smith, Mayor Reynolds

NOES: None

ABSTAIN: None

ABSENT: Councilmember Williams

Lucille M. Elizondo, City Clerk
City of Banning, California

ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 PROGRAM
BETWEEN
RIVERSIDE COUNTY AND CITY OF BANNING

This Agreement, entered into as of this _____ day of _____ 1994 by the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and the CITY OF BANNING, hereinafter called "CITY", establishes the responsibilities and obligations of each party concerning the management and financing of COUNTY SERVICE AREA 152, hereinafter called "CSA 152".

RECITALS

WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water Act (CWA) [33 U.S.C. 1342(p)]; and,

WHEREAS, Section 402(p) requires certain municipalities, construction and industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES) Permit before discharging stormwater into the waters of the United States; and,

WHEREAS, COUNTY and CITY have obtained or will obtain a municipal NPDES Permit for each of the three watersheds of the County; and,

WHEREAS, COUNTY has formed CSA 152 to finance a portion of its programs and obligations associated with the municipal NPDES Permits and individual General NPDES Permits; and,

WHEREAS, cooperation between COUNTY and CITY in the administration and implementation of the NPDES Permits is in the best interests of COUNTY and CITY; and,

WHEREAS, CITY was formally annexed into CSA 152 by COUNTY Resolution No. 93-454 on December 21, 1993; and,

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this

Agreement that will benefit all parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. DELEGATION OF RESPONSIBILITIES. The responsibilities of each party shall be as follows:

A. COUNTY shall assume the responsibilities and meet the requirements of CSA 152 administration for COUNTY and CITY by:

(1) Preparing CSA 152 budget and reports in compliance with County Ordinance No. 573.

(2) COUNTY shall also:

(a) Prepare the required narrative for said budget and reports along with COUNTY'S individual budget or report on COUNTY activities.

(b) Annually prepare and forward to the appropriate agency computer tape information on individual assessments of parcels within CITY for generation of Benefit Assessment Units (BAU) totals and assessments for CITY.

(c) Forward CITY corrections to assessments and tax bills to Auditor-Controller/Tax Collector.

(d) Review and coordinate CITY CSA 152 budget with overall CSA 152 budget.

(e) Reimburse CITY for actual expenditures incurred under provision of approved CITY CSA 152 budget and allocations.

(f) Conduct mailing of proposed tax rate assessment for CITY for FY 94/95 and any year CITY requires notices. COUNTY shall bill CITY for these services at cost.

(g) Provide to CITY annual property assessment printouts and a BAU

summary.

(h) Provide to CITY standardized forms including but not limited to assessment re-evaluation forms, budget and expense reimbursement formats.

(i) Serve as administrative and technical advisor on CSA budget preparation and assessment re-evaluations.

(j) Assess CITY an annual six percent (6%) administrative fee on new revenue for CITY CSA 152 budget.

(k) Be responsible to CITY for reasonable requests by CITY for information, billing tapes, data, changes, corrections, refunds, issuances of new CITY tax bills or revisions. Said requests will be at expense of CITY.

(l) Conduct annual County public budget hearing of CSA 152.

(m) Assist CITY with first year CITY public information forum on NPDES program and CSA 152 administration by providing administrative and technical guidance.

(n) Provide CITY with copy of CSA 152 budget prior to submittal to COUNTY Board of Supervisors.

B. CITY shall assume the responsibilities and meet the requirements of CSA 152 administration for CITY by:

(1) Preparing CITY CSA 152 budget and reports on its activities using COUNTY format, hereto attached as Exhibit A and incorporated herein by reference. Said budget and reports shall be submitted to COUNTY for incorporation with COUNTY CSA 152 budget narrative and in accordance with Schedule of Events, hereto attached as Exhibit B and incorporated herein by reference.

(2) CITY shall also:

(a) Conduct NPDES and CSA 152 public forum for CITY constituents prior to COUNTY CSA 152 public hearing for new or increased CSA 152 assessment over prior fiscal year assessment.

(b) Be responsible for CITY updates, corrections or revisions to be entered into COUNTY data base for CSA 152 or any corrections, revisions, refunds or issuance of new CITY tax bills through COUNTY at CITY expense.

(c) Be responsible to COUNTY for any proposed tax assessment printing and/or mailings CITY may want COUNTY to perform at CITY expense.

(d) Be responsible for replies to CITY taxpayer inquiries and requests for CITY CSA 152 budget information and NPDES Program within CITY boundaries.

(e) Provide COUNTY with CITY telephone numbers and public forum dates for CITY taxpayer inquiries on CITY CSA 152 program and for inclusion on CITY CSA 152 assessment mailings or proposed assessment increases by February 15 of each year, and keep such numbers updated as necessary.

2. FEES AND PAYMENT. COUNTY shall administer CSA 152 for the benefit of COUNTY and CITY. CITY share of annual CSA 152 administration shall be a six percent (6%) fee of CITY CSA 152 annual budget.

A. CITY shall be responsible for payment to COUNTY, at cost, for services that require:

(1) COUNTY to provide information, billings tapes, data changes, corrections, refunds, issuances of new CITY tax or revisions to CITY. COUNTY shall

provide an itemized billing of completed work to CITY.

(2) COUNTY to perform printing and/or mailing of proposed tax assessment rates of CITY assessed parcel numbers.

3. SHARE OF COSTS. In the event CSA 152 requires the services of a consultant, as mutually determined by COUNTY and CITY, to prepare manuals and/or perform studies such as, but not limited to, management audits and fiscal reports that are relevant to the entire CSA 152 boundary, the cost of said consultant services will be shared by COUNTY and CITY using the methodology of this Section.

A. Share of Cost Methodology. The individual percentage contribution from COUNTY and CITY shall be a function of population. Contribution shall be calculated as the population of COUNTY or CITY, divided by the aggregate total population of all CSA 152 members, thusly:

(1) Contribution (%) = Xn/Xt

Xn = population of COUNTY or CITY

Xt = total population of all CSA 152 members combined.

(2) The population of COUNTY, CITY and CSA 152 member cities will be based on the latest California State Department of Finance population figures issued in May of each year.

B. COUNTY shall keep CITY apprised and notified of COUNTY requests for proposal (RFP), selection of consultant, consultant's fee, any contract timetables and consultant schedule of payments.

4. TERM OF AGREEMENT. The term of this Agreement shall commence on the date the last duly authorized representative of COUNTY or CITY executes it. The term of the agreement shall be indefinite or as long as required for the Clean Water Act.

5. WITHDRAWAL FROM AGREEMENT. Either Party may withdraw from this Agreement thirty (30) days after giving written notice to other Party. In event withdrawal

becomes effective, withdrawal shall constitute forfeiture by the withdrawing party of its share of costs and administrative fees paid as described in Sections 2 and 3 of this Agreement up to the effective date of withdrawal. The withdrawing party shall be responsible for all lawfully assessed penalties as a consequence of withdrawal.

6. AMENDMENTS TO THE AGREEMENT. This Agreement may be amended by mutual consent of the parties to the Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the parties.

7. NOTICES. All notices shall be deemed duly given when delivered by hand; or five (5) days after deposit in the U. S. mail, postage prepaid.

8. GOVERNING LAW. This Agreement will be governed and construed in accordance with laws of the United States and the State of California. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

9. CONSENT TO BREACH NOT A WAIVER. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party so waiving or consenting. Any consent by any party to, or waiver of, a breach by the other party, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

10. APPLICABILITY OF PRIOR AGREEMENTS. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter; all CSA 152 prior agreements, representations, statements, negotiations and understandings are superseded hereby.

11. HOLD HARMLESS. Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its

officers or employees in the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CITY OF BANNING

ATTEST:

City Clerk

By _____

_____

Mayor

_____

City Manager

Form Approved

County Counsel

COUNTY OF RIVERSIDE,

BY _____

on behalf of CSA 152

Deputy

_____

Chairman, Board of Supervisors

ATTEST:

Gerald A. Maloney

Clerk of the Board

By _____

Deputy

/

/

BUDGET FORMAT* EXHIBIT A

CITY CSA 152 (NPDES)
FY ___

APPROPRIATIONS**

Storm Drainage System Inspection -
(36" and larger)
Initial Inspection ----
Underground/Open Channel ----
Water Quality Testing ----
Document Violations ----
Inspection Preparation Plan ----
Updating Construction/
Facilities Drawings ----

Drainage Area Management Plan (DAMP) -
DAMP Preparation ----
Implementation of Best Management Practices (BMPs)
Inspection Forms for Building/Public
Works Inspectors ----
Additional Catch Basin Maintenance ----
Additional Street Sweeping in Industrial/
Commercial/Central Business Areas ----
Administration of Volunteer Catch Basin
Basin Stenciling ----
Development of Grading Ordinance ----
Develop BMP Manual for New Development ----
Inspection of Construction Sites for
Compliance of Grading Ordinance ----
Testing of Sediment in Sediment Basin ----
Spot Inspection of Commercial/Industrial
Areas for Illegal Dumping ----

Education
Pesticide Training for City Personnel ----
Permit Training Requirements for Inspectors,
Plan Checkers, Engineers and Planners ----
Training for Review/Inspection of BMP and
Inspection for Illegal Dumping ----
Utility Bill Inserts with information on
Impacts of Fuel Spills, Illegal
Dumping, Erosion, etc.. ----

Administration of NPDES Permit -	----
Contingencies -	----
Other -	
Legal Mailings	----
Assessor Line Item Charge	----
Riverside County Flood Control BAU computer time	----
Public Education Program ***	----
CSA 152 Administration Fee (6%)	----
TOTAL PROJECTED APPROPRIATIONS	----

* Illustrative budget format. Line items may vary with Cities.
** A brief narrative and cost breakdown to each appropriation.
*** NPDES Public Education as provided by Flood Control/County.

SCHEDULE OF EVENTS *

January	
2	Cities and County begin CSA 152/NPDES budget process for upcoming fiscal year.
15	County provides updated BAU summary to first year CSA 152 Cities.
20	County provides statement of accounts to each City for first tax collection period of fiscal year (December). Statement reflects year to date CSA 152 revenue collected from each City and its zone of benefit (incorporated city boundaries).
30	City prepares and submits to County a statement of expenses for City CSA 152/NPDES program.
February	
10	County receives expense statement of Cities and effects reimbursement to Cities. Reimbursement is limited to the amount of City CSA 152 revenue collected less County expenses as outlined in CSA 152 agreement. County shall submit to City on a quarterly basis County expenses for inclusion in City expense statement.
15	Deadline for City to notify County of proposed increase in City CSA 152 assessment rate.
March	
1	Cities and County finalize individual CSA 152 budgets and proposed BAU assessment rates.
10	Deadline for first year CSA Cities or Cities with CSA rate increase to submit information for CSA legal mailing of estimated assessments. Required information includes times, dates, appropriate addresses of public forum/offices including phone numbers and proposed BAU rate of City.
15	City CSA 152 budgets due to County for consolidation of overall CSA 152 budget.
15	County conducts BAU computer and print services of CSA legal mailings for first year CSA Cities and Cities with rate increases.
April	
1	County submits total CSA 152 budget for review and inclusion into overall County Budget.
10	Legal mailing date for estimated assessments on parcels for any new or proposed increases in City CSA 152 rates. County provides list of assessor parcel numbers and estimated assessments to those CSA Cities with new/increased rates.
10	Second installment of taxes/assessments due.

May	
1	County provides Cities with second statement of accounts for year to date City CSA 152 revenue collected.
10	Cities prepare and submit statement of expenses for reimbursement of CSA 152/NPDES program costs.
15	Cities with proposed increased CSA 152 assessments over the current year hold public forums to address City constituents and questions.
20	County reviews/approves expense statement of Cities and effects reimbursement to Cities.
June/July	County Board of Supervisors conducts public hearings on CSA assessments rates including CSA 152 rates or proposed rate increases. Changes may occur to CSA rates at discretion of Board.
July	
15	Reconciliation of statement of accounts for County and each CSA 152 City (zone of benefit). Balanced statement reflects total revenue collected for prior fiscal year. Cities may apply for balance to cover reimbursement of underfunded City NPDES expenses or balance is carried forward into next fiscal year within CSA 152 City account (zone of benefit).
July/August	County Board approves final County budget including CSA budgets. Budgets may change at the discretion of the Board.
September	First County and City tax/assessments bills of the fiscal year are mailed.
October	
15	Cities provided with update BAU summary and list of assessor parcel numbers and actual assessments.
October	Cities respond to taxpayer requests for parcel re-assessments or re-evaluations and forward recommendations and corrections to County.
November	
1	City provides BAU and assessor parcel corrections to County for updating in file.
December	
10	First installment of taxes and assessments due/collected by County for current fiscal year.

* Use schedule for CSA 152 planning purposes.

June 30, 1995

CITY COUNCIL MEETING
JULY 11, 1995

TO: City Council

FROM: Paul Toor, Public Works Director/City Engineer

SUBJECT: **RESOLUTION NO. 1995-125, "APPROVING THE BUDGET FOR CITY OF BANNING NPDES PROGRAM FOR FISCAL YEAR 1995-96"**

RECOMMENDATION: Adopt Resolution No. 1995-125:

I) Approving the budget for the National Pollutant Discharge Elimination System (NPDES) Program for fiscal year 1995-96 for an amount of $43,844.00.

II) Direct staff to coordinate with the County of Riverside to record assessments under CSA - 152 with estimated annual assessment Option A or Option B:

Option A) assess $3.85/BAU to find the program for fiscal year 1995/96.

Option B) to assess $1.79/BAU utilizing a portion of reserves collected under this program,

Option C) not assess any charges utilizing the reserves collected under this program and other revenues if needed.

JUSTIFICATION: It is essential to appropriate the funds for implementation of the NPDES program.

BACKGROUND: The National Pollutant Discharge Elimination System (NPDES) is a federally mandated program to control non-permit source of water pollution enacted as part of the Clean Water Act in 1987. The Federal government did not provide any funding for the program, assigning the responsibility to the cities and county to implement and fund the same. Local Agency Formation Commission (LAFCO) of the County of Riverside approved the formation of the community service area (CSA) 152 to fund the NPDES program. Riverside County Flood Control & Water Conservation District is the lead agency and all the cities are participating as co-permitees to coordinate the program effectively and to minimize the costs. The implementation of the program has been delayed due to extensive planning work involved and the Regional Quality Control Board is in the process of issuance of permit.

FISCAL DATA: Due to the delays in the implementation of the program, a small expenditure has been made during fiscal year 1994-95. The assessments for fiscal year 1994-95 were $4.72/BAU. Total

revenues collected as of June 1995 are $54,183 and total expenditure by the County charged to City is $7,185. In addition, there are some expenses incurred by the city which are minimal. Three options are proposed for City Council's review and approval. Under ***Option I***, all the budget amounts will be assessed city wide, setting an estimated annual assessment of $3.85/BAU. Under ***Option II***, a sum of $ 23,449, 50% of available cash balance will be utilized from the reserves collected in fiscal year 1994-95 resulting into annual assessments of $1.79/BAU. ***Option III***, it is proposed to use the reserves available from 1994-95 and does not call for any assessments for Fiscal Year 1995-96.

RECOMMENDED BY:

Paul Toor, Public Works Director/
City Engineer

APPROVED BY:

David C. Weitzel, City Manager

RESOLUTION NO. 1995-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE BUDGET FOR COUNTY SERVICE AREA 152 TO FUND CITY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM FOR FISCAL YEAR 1995-96

WHEREAS, the County of Riverside, by this Resolution No. 93-454 adopted December 21, 1993, annexed the City of Banning to its County Service Area (CSA) 152 at the City's request to meet the Environmental Protection Agency's requirement to obtain operating permits for discharges from storm drain systems and to pay for anticipated project costs that places an assessment on property owner's tax bills to fund expenditures required by the permit; and

WHEREAS, City staff has estimated the storm water management program requirements will cost the city approximately $43,844.00 annually; and

WHEREAS, a "Benefit Assessment Unit" is defined in the Riverside County Flood Control and Water Conservation District Manual, the portion of which defining Benefit Assessment Unit is attached as Exhibit 1 and by this reference make a part hereof; and

WHEREAS, this City Council has determined, based on staff's calculations, that annual assessments are anticipated to be approximately $ per Benefit Assessment Unit.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Banning hereby approves the annual budget for fiscal year 1994-95 NPDES program attached as Exhibit "A".

PASSED, APPROVED, AND ADOPTED this 11th day of July, 1995.

Donald E. Smith, Mayor
City of Banning, California

ATTEST:

City Clerk of the City of Banning

APPROVED AS TO FORM AND
LEGAL CONTENT:

_____

John F. Wilson
City Attorney

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing **Resolution No. 1995-125**, was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 11th day of July, 1995, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Marie Calderon, City Clerk,
City of Banning, California

EXHIBIT "A"

CITY OF BANNING
NPDES BUDGET FOR CSA 152
FY 1995-96

PERSONNEL - SALARIES AND BENEHTS **$14,424**

EACH CO-PERMITTEE OF THE MUNICIPAL NPDES PERMIT MUST SUBMIT ANNUAL PROGRESS REPORTS, ADMINISTER BMP PROGRAMS, PERFORM RECONNAISSANCE SURVEY, PREPARE ANNUAL BUDGET, AND PERFORM VARIOUS OTHER TASKS AS REQUIRED BY THE RWQCB.

ASSISTANT ENGINEER (57950 x .10)
PUBLIC WORKS INSPECTOR (48675 x .10)
ENGINEERING TECHNICIAN (37615 x .10)

STORM DRAIN SYSTEM INSPECTION **$4,600**

INITIAL INSPECTION (1200)
MAP EXISTING S.D. FACILITIES (2000)
WATER QUALITY TESTING (1000)
DOCUMENT VIOLATIONS (400)

DRAINAGE AREA MANAGEMENT PLAN (DAMP) **$8,650**

DAMP PREPARATION (RCFC & WCD)
IMPLEMENTATION OF BEST MANAGEMENT PRACTICES
INSPECTION FORMS FOR PUBLIC WORKS INSPECTOR (250)
ADDITIONAL CATCH BASIN MAINTENANCE (2000)
ADDITIONAL STREET SWEEPING (1800)
CATCH BASIN STENCILING (1500)
DEVELOPMENT OF GRADING ORDINANCE (1800)
DEVELOPMENT OF BMP MANUAL FOR NEW DEVELOPMENT (800)
SPOT INSPECTION OF COMMERCIAL/INDUSTRIAL
AREAS FOR ILLEGAL DUMPING (500)

EDUCATION **$5,700**

PESTICIDE TRAINING FOR CITY PERSONNEL (1200)
PERMIT TRAINING REQUIREMENTS FOR INSPECTORS, PLAN CHECKERS, ENGINEERS AND PLANNERS (500)
INSPECTOR TRAINING TO ENFORCE BMP'S (500)
UTILITY BILL INSERTS WITH INFORMATION ON IMPACTS FUEL SPILLS, ILLEGAL DUMPING, EROSION, ETC. (3500)

CONTINGENCIES 10%	**$3,340**
OThER	**$5,930**

LEGAL MAILINGS 29 X 7448 (2160) ASSESSOR LINE ITEM CHARGE .25 X 7448 (1870) RCFC & WCD BAU COMPUTER TIME (1900)

CSA ADMINISIRATION FEE	**$1,200**
TOTAL	**$43,844**
ESTIMATED BAU'S INCLUDING 10% DEFAULT RATE	11,368
ESTIMATED BAU RATE:	$3.85

TOTAL P.02

COUNTY SERVICE AREA 152 - NPDES

CITY OF BANNING ACCOUNT

FISCAL YEAR 94/95 - AS OF JUNE 23, 1995

1.	FY 94/95 Secured Tax Roll Revenue Fixed Charges	59,859	
2.	FY 94/95 City Parcel Paid Listing Revenue Collected[1]		54,183
	January	31,185	
	May	22,998	
	June	Due	
	July	Due	
3.	FY 94/95 City CSA 152 Expenses	7,185	
	Mailing	2,138	
	Assessor Line Charge	1,247	
	Flood BAU Charge	560	
	CSA Admin Fee	3,240[2]	
4.	FY 94/95 City of Banning NPDES Expenses To Date	0	
5.	Total City of Banning/CSA 152 Expenses		7,185
6.	Balance Available As of June 23, 1995		46,998

[1] Actual revenue collected/posted to City account.

[2] Admin Fee is 6% of projected FY 94/95 revenue - $54,000 ($3,240).

CSA 152 FY 95/96 PARCEL FEES/BUDGET

CSA 152 Zone	FY 95-96 Budget	New Revenue	FY 95/96 Parcel Fee*	Parcel Count	FY 94/95 Parcel Fee
CSA 152	3,596,000	3,531,383	—	507,647	—
Banning	54,000	54,000	~~$4.72~~ ?	9,773	$4.72
Cathedral City	167,000	167,000	$8.48	16,815	$8.48
Coachella	0	0	$0.00	3,844	n/a
Corona	223,000	223,000	$5.82	24,449	$5.82
Desrt Ht Srp	11,000	11,000	$1.57	9,385	$1.57
Indio	0	0	$0.00	12,347	n/a
La Quinta	105,000	105,000	$9.99	12,719	$9.99
Lake Elsinore	149,000	149,000	$13.88	12,000	n/a
Moreno Valley	387,000	387,000	~~$8.15~~ ?	38,648	$1.55
Murrieta	130,000	130,000	$10.00	13,708	$10.00
Norco	50,000	50,000	$5.78	6,404	$5.78
Palm Desert	0	0	$0.00	19,028	n/a
Palm Springs	337,000	337,000	$9.50	25,810	$9.50
Rancho Mirage	68,000	68,000	$4.68	10,230	$4.68
Riverside City	270,000	270,000	$2.83	65,626	$2.83
San Jacinto	45,000	45,000	$4.26	10,950	n/a
	1,996,000	1,996,000	—	289,988	
Riverside Co	1,600,000	1,430,383	$7.97**	218,260	$7.97
	3,596,000	3,531,383	—	507,647	—

* Parcel Fee is Benefit Assessment Unit (BAU) rate. FY 95/96 fees remain the same as FY 94/95 except for Moreno Valley ($8.15), Lake Elsinore ($13.88 - new CSA member) and San Jacinto ($4.26 - new CSA member).

** Riverside County has two zone rates per Board action Feb 1, 1994. Urban rate is $7.97 and rural rate is $4.09 for 27,000 parcels.

Post-it® Fax Note 7671 | Date 6/23 | # of pages ▶ 1
To Brian Gaulden | From Colleen
Co./Dept. Bennie Pobre | Co. Lago
Phone # 909 | Phone # 225-1137
Fax # | Fax #

TOTAL P.01

176

STATE OF CALIFORNIA - CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN • REGION 7
73-720 FRED WARING DR., SUITE 100
PALM DESERT, CA 92260
Phone (619) 346-7491
FAX (619) 341-6820

RECEIVED
MAY 02 1994
CITY ENGINEER

APR 2 8 1994

Bruce C. Daniels, City Manager
City of Coachella
1515 Sixth Street
Coachella, CA 92236

RE: Areawide Municipal Storm Water Program for the Coachella Valley

This letter is to inform you that the City of Coachella is required to finance a storm water pollution prevention program. Title 40 of the Code of Federal Regulations, Part 122, Section 26 (40 CFR 122.26) requires that a National Pollutant Discharge Elimination System (NPDES) Permit be obtained for discharges of storm water in areas designated by the Director of the NPDES Program. In a letter dated March 14, 1991, the Regional Board's Executive Officer designated the Whitewater River Basin Region as an area subject to the statutory requirements for municipal separate storm sewer system permits.

There is no question that the storm water program is federally mandated and support funding is not available. However, this program does provide significant benefits for the citizens of Coachella and all the citizens of the Coachella Valley. Many citizens are unaware that storm water runoff is a leading cause of water quality impairment throughout the nation. This program emphasizes pollution prevention, a common sense and much more cost effective approach, rather than cleaning up polluted storm water. Examples of such measures include public education, regulatory powers (e.g., ordinances), programs to detect illegal connections and discharges, and land use planning, all of which emphasize elimination of storm water pollution at its source.

Since all municipalities contribute to the cumulative storm water pollution problem, a cooperative, coordinated approach to its management and control is essential. For this reason, the ten cities in the Coachella Valley (including the City of Coachella), along with the County of Riverside, Riverside County Flood Control and Water Conservation District, and Coachella Valley Water District, have formed together as a group to be regulated under a single permit. Part 1 of the permit application was submitted on May 17, 1992, and Part 2 of the application is expected to be submitted on May 17, 1994. As a requirement of the Part 2 application, a fiscal analysis must be provided showing how the co-applicants will provide the operational and maintenance expenditures necessary to accomplish the activities specified in the storm water management program (40 CFR 122.26(d)(2)(vi)).

Most of the co-applicants of the permit have decided to finance their storm water programs through County Service Agreement 152 (CSA 152), a tax assessment on properties within the areas serviced by the agreement. It is our understanding that Coachella has decided to join CSA 152, but proposes not to assess a fee to

property owners within the City, thereby, generating no revenues to support the program.

Unless there is an alternative plan for financing, the City will be unable to effectively implement its storm water program. This could eventually lead to violations of the areawide municipal storm water permit for the Coachella Valley, which is expected to be adopted by the Regional Board in early 1995. Violations of this permit could lead to significant enforcement action by the Regional Board against the City including issuance of a Cease and Desist Order, administrative imposition of civil monetary liability, or referral to the Attorney General for judicial assessment of up to $50,000 per day of violation, in addition to injunctive relief.

Please submit a response to this letter by May 17, 1994, indicating the action(s) the City of Coachella intends to take to finance its storm water program.

If you have any questions or comments regarding this letter, please contact Vincent Christian of the Regional Board staff at (619) 776-8933.

PHIL GRUENBERG
Executive Officer

VC/ci

cc: All co-applicants (see attached list)
Elizabeth Jennings, OCC
Bruce Fujimoto, DWQ
Mike Cohen, CVAG
Jennifer Cohen, Woodward and Clyde
Gilbert Rangel, County of Riverside, Administrative Office

File Ref: STW MUN GC 1.0

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

ITEM: 19.1
(ID # 25313)
MEETING DATE:
Tuesday, July 09, 2024

FROM : OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Public Hearing on the Adoption of Resolution No. 2024-117, County Service Area Charges for Fiscal Year 2024-2025. All Districts. [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a Public Hearing to Allow Public Testimony Regarding Enactment of the Proposed County Service Area Charges for Fiscal Year 2024-2025, as Shown in Exhibit A of Resolution No. 2024-117; and

2. At the Close of the Public Hearing, Adopt Resolution No. 2024-117, a Resolution of the Board of Supervisors of the County of Riverside Adopting Charges for Extended Services Provided in County Service Areas for Fiscal Year 2024-2025.

ACTION:Policy

Suzanne Holland
Suzanne Holland, Director of Office of Economic Development 6/20/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	July 9, 2024
xc:	OED

Kimberly A. Rector
Clerk of the Board
By: Naomy Li
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$0	$0	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: N/A			**Budget Adjustment:** N/A	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The State legislature enacted the County Service Area Law to provide broad statutory authority for county Boards of Supervisors to County Service Areas (CSA) as a method to finance and provide needed public facilities and services within unincorporated areas of the county. Pursuant to Riverside County Ordinance No. 573 and Government Code section 25215 et seq., the proposed fiscal year 2024-2025 charges are attached as Exhibit A. County Service Areas provide municipal services to residential neighborhoods such as landscape maintenance, street lighting, street sweeping and road maintenance. The services each community receives are determined during the planning phase of new development, and the cost associated with providing those services are unique to each community. All new residential development is required to prepare an engineer's report that allows for annual adjustments by the greater of two percent or the cumulative percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), as applicable. Rising utility costs for electricity, water, and trash services as well as increases in labor costs require some CSA charges to increase to ensure the successful delivery of municipal services. Further, Riverside County Ordinance No. 573 Section 3 sets the parameters for the annual setting of charges for CSAs. A written report of (1) the extended services provided in the County by county service areas, and each county service area extending each such service, (2) each parcel of real property within each county service area, and which extended services each such parcel receives, and (3) the amount of charge to each such parcel for each extended service provided thereto. At the public hearing the Board of Supervisors shall hear and consider all objections and protests, if any, to the report. At the conclusion of the hearing, the Board of Supervisors may by resolution adopt, revise, change, reduce, or modify any charge and shall make a determination upon each charge as described in the report.

Impact on Residents and Businesses

County Service Areas allow communities in unincorporated areas to pay for and receive specific municipal services. These services are unique to each community and offer a quality-of-life enhancement.

ATTACHMENT

- ☐ Resolution No. 2024-117
- ☐ Exhibit A – Proposed County Service Areas Charges

Scott Bruckner 6/28/2024

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel 6/27/2024

RESOLUTION NO. 2024-117

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE ADOPTING CHARGES FOR EXTENDED SERVICES PROVIDED IN COUNTY SERVICE AREAS FOR THE FISCAL YEAR 2024-2025

FORM APPROVED COUNTY COUNSEL
BY: STEPHANIE K. NELSON DATE 6/25/24

WHEREAS, pursuant to California Government Code section 25215.4, the Board of Supervisors (the "Board") is permitted, by resolution or ordinance, to establish user fees, rates, or other charges that are not property-related and to collect said fees, rates, or charges for the services and facilities that the County Service Area ("CSA") provides;

WHEREAS, Section 2 of Ordinance No. 573 of the County of Riverside provides that all parcels of real property within the boundaries of a CSA shall be subject to a charge for each extended service provided in the service area, and that all such charges shall be computed on the basis of benefit conferred to each parcel, without regard to the assessed value of such parcel;

WHEREAS, Section 6 of Ordinance No. 573 ordains the Board of Supervisors, for every fiscal year, to determine the nature, extent and cost of the extended services to be provided by and within each County Service Area, in conjunction with the proceedings for adoption of the budget for the County;

WHEREAS, Section 6 of Ordinance No. 573 further provides that the rate of charge for each service shall be computed by dividing the net cost of each such service by the total number of parcels in the service area receiving the particular service;

WHEREAS, Ordinance No. 573 requires that the Board of Supervisors conduct a public hearing to hear and consider testimony regarding extended services and charges to be applied within County Service Areas within the County of Riverside;

WHEREAS, any person affected by the proposed charges may submit written comments to the Clerk of the Board before the hearing or may appear in support of, or opposition to, the proposals at the time of the hearing; and

WHEREAS, a public hearing pursuant to Government Code Section 25215 et seq. was conducted by this Board of Supervisors on July 09, 2024, to determine the appropriate charges for the fiscal year 2024-2025 shown on Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on July 09, 2024, at 9:30 am or soon thereafter in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that the County Service Area charges as shown on Exhibit "A" attached hereto and incorporated herein by reference are adopted for fiscal year 2024-2025.

////

Chair of the Board of Supervisors

Chuck Washington

ATTEST:

Kimberly A. Rector

Clerk to the Board of Supervisors

By: _____

Deputy

Board of Supervisors **COUNTY OF RIVERSIDE**

RESOLUTION NO. 2024-117

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

ADOPTING CHARGES FOR EXTENDED SERVICES

PROVIDED IN THE COUNTY SERVICE AREAS

FOR THE FISCAL YEAR 2024-2025

ROLL CALL:

Ayes:	Jeffries, Washington, Spiegel, Perez, and Gutierrez
Nays:	None
Absent:	None

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

KIMBERLY A. RECTOR, Clerk of said Board

By: Naomy Li
Deputy

07/09/2024 19.1

COUNTY SERVICE AREA CHARGES
EXHIBIT A

The report below reflects the extended services currently provided along with the assessment range from lowest to highest. The exact charge and extended services provided for a particular parcel may be obtained by calling the Office of Economic Development at 866.504.2067.

CSA#	SERVICES PROVIDED	PARCELS[(1)]	FY 2024-2025[(2)]
1	Lighting	83	$12.28
13	Lighting	166	$9.36
22	Lighting	483	$1.76 to $45.95
27	Lighting	432	$20.66 to $79.80
36	Lighting, Park & Recreation	3,565	$35.00
43	Lighting	379	$13.20 to $91.64
*51	Lighting, Water, Sewer	169	$529.00 to $59,700.00
59	Lighting	70	$21.02
62	Lighting, Water, Sewer	331	$60.00
69	Lighting	3,214	$7.54 to $246.55
84	Lighting	2,360	$39.34 to $109.95
*85	Lighting, Park Maintenance	3,310	$20.00 to $338.58
87	Lighting	621	$32.32 to $88.84
89	Lighting	457	$51.70
91	Lighting	2,606	$51.24 to $79.39
94	Lighting	49	$6.04
*97	Lighting	1,054	$18.06 to $3,486.37
103	Lighting	11,919	$27.10 to $136.45
104	Roads	1,311	$65.00
105	Roads	395	$125.00
108	Roads	151	$85.00
113	Lighting	12	$55.00
115	Lighting and Road Maintenance	569	$34.35
117	Lighting	598	$12.17 to $225.72
*121	Lighting, Drainage Basin	4,900	$7.38 to $373.06
122	Lighting, Water	404	$110.00
124	Roads	547	$5.00
*126	Lighting, Landscaping, Park & Rec, Sheriff	3,246	$120.00 to $8,021.52
128E	Roads	432	$75.00
128W	Roads	113	$75.00
132	Lighting	3,199	$22.43 to $229.88
*134	Lighting, Landscaping, Park & Recreation	7,216	$28.86 to $1,707.81
135	Lighting	209	$6.52 to $68.08
142	Lighting	258	$31.50 to $111.31
*143	Lighting, Landscaping, Park & Recreation	3,971	$98.14 to $14,749.24
146	Street Lighting	33	$124.50
149	Roads	1,541	$200.00 to $292.98
*149A	Landscaping	46	$3,352.21 to $4,176.49
*152	NPDES	73,005	$3.06 to $4,597.98
152	Drainage Basin	5,895	$42.75 to $839.76
152B	Regional Sports Facilities	2,152	$250.00 to $996.16
152 NPDES	City of Corona	39,610	$10.00 BAU
	City of Desert Hot Springs	9,373	$10.00 BAU
	City of Lake Elsinore	19,462	$13.88 BAU
	City of La Quinta	22,323	$9.98 BAU
	City of Moreno Valley	47,083	$8.14 BAU
	City of Murrieta	32,677	$10.00 BAU
	City of Norco	7,180	$10.00 BAU
	City of Palm Springs	28,977	$9.50 BAU
	City of Rancho Mirage	13,782	$4.68 BAU
	City of Riverside	71,994	$10.00 BAU
	City of San Jacinto	13,505	$10.00 BAU

1. The actual parcels / lots may change depending upon parcel splits / changes.

2. The exact charge for a particular parcel may be obtained upon request by calling the Office of Economic Development 866.504.2067.

*These CSAs include residential, multi-family and commercial parcels

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**September 24, 2024**
SUBJECT:	**City of Banning Reinstatement i n County Service Area ("CSA") 152 - National Pollution Discharge Elimination System ("NPDES") Stormwater Assessment**

RECOMMENDATION:

Discuss with and obtain City Council direction on reinstating the CSA 152 NPDES stormwater assessment originally approved in 1994.

BACKGROUND:

The National Pollutant Discharge Elimination System (NPDES) is a federally mandated program to control non-point sources of runoff pollution. The NPDES program is part of the Clean Water Act enacted by Congress in 1987. The California Regional Water Quality Control Board, Colorado River Basin, Region No. 7, in implementing the U.S. Environmental Protection Agency's storm water National Pollutant Discharge Elimination System (NPDES) permit program, requires that the Districts and Incorporated Cities within the Whitewater River Basin obtain a joint permit to discharge storm water into the various storm channels and washes throughout the Whitewater River Watershed area. The Riverside County Flood Control and Water Conservation District (RCFC&WCD) and Riverside County are acting as the Lead Agency with the City of Banning being a co-permittee, along with the various other agencies and municipalities located within the Whitewater River Basin. This current Permit was adopted by the Regional Board on June 20, 2013, expired on June 19, 2018 and has been negotiated and worked on with the affected parties over the past six years. A new permit (2025 NPDES Permit) that has been negotiated with the Regional Board is in review. It is anticipated to be adopted by the end of FY 2024/25 and will take effect 90 days later.

The City of Banning is required, through Best Management Practices (BMPs), to implement practices within our community which reduce pollutants entering into the storm drain system to the maximum extent practicable. The major components of the existing and 2025 NPDES Permit to implement the BMPs include: project management, attendance at Desert Task Force meetings, record keeping and Annual Report preparation; illegal dumping and illicit connection detection, inspection, spill prevention and cleanup activities; commercial and industrial facilities inspections (about 60 per year) and the review of all City issued business licenses for SB 205 compliance; implementing land development and plan review procedures including plan check, preparing Conditions of Approval, reviewing erosion control plans and WQMPs and ensuring post construction self-inspections are performed annually by required businesses; enforcing and implementing construction activities requirements of City and private development projects including construction site inspections, review of developer's BMPs, erosion control plans and SWPPPs (Stormwater Pollution Prevention Plans), and ensuring compliance with the Regional Board's Construction General Permit requirements; maintaining City facilities, including the City

Corporate and Water Yards and Fire Station, and storm drains and performing inspections and maintenance, removing trash and debris from the storm drain system, and from roads through street sweeping; and implementing public education and outreach programs by providing brochures to the public at City events and at the public counter, to businesses and contractors through inspections and storm water training of municipal staff.

The main new requirements of the 2025 NPDES Permit are:
- Asset Management
- Fiscal Cost Analysis/Cost Reporting
- Urban Pesticides
- Trash Amendment/Trash Capture Device Installation
- New Construction General Permit
- Continued SB 205 Compliance, business license verification of SIC Codes

The NPDES program costs the City about $300,000 annually to manage the current NPDES Permit. The new 2025 NPDES Permit will cost more due to its new requirements. One way to generate revenue for the program would be to reinstate a "grandfathered" assessment from 1994, called the CSA 152 NPDES assessment. This stormwater assessment is currently collected by the County on behalf of a number of participating cities via property tax bills. The County administers and manages the CSA 152 program funds pursuant to CSA 152 Administrative Services Agreements with the participating cities. The County last collected the assessment in the City in 1994 at a rate of $4.72/BAU/year. A BAU is a "benefit assessment unit" as defined by the County. If the assessment is resumed, an owner of a single-family home in the City would pay 1 BAU/year, amounting to $4.72/year. Since the rate was adopted in 1994 prior to the passage of Proposition 218, any increase in the rate would require a Proposition 218 Hearing and vote through an assessment balloting proceeding.

Recent Updates

Engineering Division staff met with the Riverside County Economic Development Office and the City Attorney's Office several times over the past year to gather information and determine if the City or County had ever withdrawn from the CSA 152 Administrative Services Agreement with the County. After researching this, it appears neither the City nor County ever withdrew from the CSA 152 Agreement and, if the City Council would be inclined to do so, the City could have the County resume collecting the assessment starting in FY 25/26. In essence, the stormwater assessment is "grandfathered in" as an allowable assessment prior to Proposition 218 so long as the rate is not increased.

Additionally, there appears to be a reserve of about $46,000 collected by the County from 1994 that was not utilized for City stormwater expenses and thus is due to be reimbursed to the City, for qualified stormwater expenses. These funds could be used to pay a portion of the CSA 152 Assessment consultant or for other stormwater expenses.

Background on CSA 152 NPDES Assessment

LAFCO annexed the City of Banning into County Service Area 152 when the County of Riverside adopted Resolution No. 93-454 (Attachment 2) on December 21, 1993, at the City's request, in order to have the County place an assessment on property owner's tax bills to fund expenditures required by the NPDES Permit. On March 22, 1994, City Council Resolution No. 1994-028 (Attachment 3) was adopted to fund the City's NPDES program, whereby the annual assessment rate for FY 94/95 for CSA 152 was set at $4.72 per Benefit Assessment Unit.

On September 27, 1994 the City Council adopted Resolution No. 1994-107, approving the Administrative Services Agreement for the CSA 152 Program between the City of Banning and Riverside County, shown as Attachment 4. The County had formed CSA 152 to finance portions of its programs and obligations associated with its Municipal NPDES Permit. The Agreement sets forth the responsibilities of

the County and City with respect to the assessment. It provides for the City to annually approve a budget and report its activities in connection with its NPDES costs to the City. In addition, the City is responsible for updating parcel information for properties in the City. The County incorporates the City's budget and the budgets of other participating cities into the County's CSA 152 budget, holds an annual hearing, approves the assessments, and submits the assessments for collection on the Tax Roll. Both County and City Engineering Division staff performed research, and no records were found showing either party has ever withdrawn from this Agreement. Numerous other cities also joined CSA 152 to ensure funding of their NPDES program.

On July 11, 1995, by approving Resolution No. 1995-125 (Attachment 5), the City Council elected to use reserves (Option C) from the previous FY 94/95 instead of requiring that the property owners be assessed in FY 95/96. Therefore, the annual assessment was $0.00 per BAU for FY 95/96. It should be noted there was a surplus that first year because the NPDES program was just starting. Further research shows that no annual staff reports or resolutions were approved by City Council to allow for collection of the annual assessment in subsequent years.

Calculation of the CSA 152 Assessment

In late 1993, the County of Riverside annexed the City of Banning into its County Service Area 152. The City, acting through the County and CSA 152, is able to collect an assessment on individual parcels within the City that contain a structure. Each parcel is assigned a certain number of "benefit assessment units" or "BAUs." For instance, a single-family home, regardless of its size, is assigned one BAU, while commercial property is assigned 12 BAUs per acre. One BAU costs the property owner $4.72/year. Vacant and undeveloped land is exempt, regardless of its land use code.

When CSA 152 was formed, the County determined the formula and methodology to use to calculate the number of BAUs for each type of property. The details and examples of calculations for various land uses are shown on Resolution No. 1994-028 (Attachment 3), starting on page 4 of 12, which is County Ordinance No. 573. A parcel's land use was used to determine its runoff coefficient and BAU/acre (listed in the table), and the developed (assumed to be impervious) area in acres of the parcel is used to determine the number of BAUs and thus cost per year. If the CSA 152 stormwater assessment is proposed to resume, a municipal assessment consultant will be hired by the City to calculate the BAUs for each parcel to be placed on the Tax Roll.

As an example calculation, a Commercial/Industrial property (see below table, Group A, with 12 BAUs/Acre) that is a 10.0 acre commercial/industrial parcel, with a developed area of 8.0 acres, with a City of Banning BAU rate of $4.72 per year:
No. of BAUs = (Developed Parcel Area) X 12 BAUs/Acre = 8 X 12 = 96 BAUs
Therefore, the assessment would be: 96 BAUs X $4.72/BAU = $453.12 per year.

The Table below shows the six (6) categories of land use, their respective runoff factors and the BAU per acre. Note that a single-family residence was used as the basis for one BAU. It is the proportionate runoff from a 1/6 acre or .17 acre property for one BAU and other sized parcels and land uses will have multiples of this basic unit.

BENEFIT ASSUSSMENT UNIT	(BAU's)		
Group	Land Use	Coefficient Factor	BAUs Per Acre
A	Commercial Industrial	0.8	12

B	Apartments/Mobile Homes, Churches, Schools	0.6	9
C	Single Family Residential*	0.4	6*
D	Poultry, Irrigated or Cultivated Crops, Vacant or Undeveloped	0	0
E	Golf Courses Private Parks	0.0067	0.1
F	Parcels with Miscellaneous Structures	0.0033	0.05
*For simplicity, all single family residential properties, regardless of size, have been assigned 1 BAU.			

Schedule of Requirements to Reenact CSA 152

If the City Council would like to pursue reinstating the CSA 152 assessment, a public participation and community outreach phase would occur in October and November of 2024. The Public Information Officer would perform outreach and let the residents and property owners know of public meetings held with the Public Works Dept. to explain the CSA 152 assessment and its purpose with regards to providing funds for the NPDES Program. A Request for Proposals (RFP) would simultaneously be released during this time to hire a municipal special district financing consultant firm. This RFP would provide for preparing the required Assessment/Levy Report to determine the number of benefit assessment units (BAUs) for each property within the City, identify which parcels within the City are eligible to be assessed and prepare any required assessment documents. The City would need to provide the County with the list of Assessor Parcel Numbers (APNs) to place on the FY 25/26 Tax Roll by mid May of 2025.

Cities must provide any updates/additional parcels from new development annually to the County. The same consultant used to identify the appropriate parcels for the fiscal year 2025/2026 levy could manage this process for the City.

The CSA 152 Agreement with the County of Riverside is being updated by the County and will be released in late 2024. No significant changes are expected; their Administration Fee for managing the assessment funds for the cities will remain at 6% of the revenues collected. If the Council decides to proceed with resuming the CSA 152 assessment, it is anticipated that in January of 2025, this new CSA 152 Agreement will be executed by the City of Banning and the Assessment Services professional services contract will need to be awarded by the City Council in December of 2024. Following this schedule will ensure the CSA 152 assessment can be collected on the FY 2025/2026 Tax Roll.

JUSTIFICATION:

The upcoming 2025 NPDES Permit will become effective in late 2025 and it has new and enhanced requirements that will significantly impact the City financially, as additional computer software, trash capture devices, consultant costs and City staff time will be needed.

FISCAL IMPACT:

No direct impacts from this workshop item, but potential impacts are discussed below.

CSA 152 provides a funding mechanism for the NPDES program. Eleven cities, including Palm Springs, Rancho Mirage, and Desert Hot Springs also joined CSA 152 to ensure funding of their NPDES program. The County adopted Resolution No. 2024-117 on July 9, 2024, adopting charges for the County Service Areas, including CSA 152, for FY 24/25, shown as Attachment 6.

Since assessments have not been collected from properties in the City since 1994, the funding source for the NPDES program is now absorbed by City of Banning Public Works Department, Streets Division (Fund 100). The Streets Division assists with the implementation and Engineering Division staff manages the NPDES program in-house. Consultants are utilized for Water Quality Management Plan and Erosion Control Plan review (the developer pays these fees through plan check deposits) and for NPDES stormwater and industrial waste inspections. The NPDES program costs the City about $300,000 annually to manage the current NPDES Permit. Those costs are expected to be much higher (likely 35%) with the new permit given the new mandates. The municipal special district financing consultant will determine the estimated revenue to be collected from the assessment, a rough estimate of the revenues is between $75,000 and $110,000/year, which would substantially help with the NPDES program costs. Stormwater program responsibilities are completed by about ten (10) Public Works Dept. staff members on a part-time and as-needed basis; there are no full-time staff assigned to the program.

ALTERNATIVES:

This workshop is providing information to the City Council and staff is seeking direction on whether to move forward with the next steps to reinstate the stormwater assessment for FY 25/26.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Attach 1 CSA 152 Assessment PowerPoint.pdf
2. Attach. 2 County Reso. No. 93-454, formation of CSA 152, 12.21.93.pdf
3. Attach. 3 CC Reso. No. 1994-028, approving initial CSA 152 rates, 3.22.94.pdf
4. Attach. 4, CC Reso. No. 1994-107, approving CSA 152 Agree..pdf
5. Attach. 5, CC Reso. No. 1995-125, asking Council to approve or cease CSA 152, 7.11.95.pdf
6. Attach. 6 County Reso. 2024-117, CSA adoption FY 2425, 7.9.24.pdf

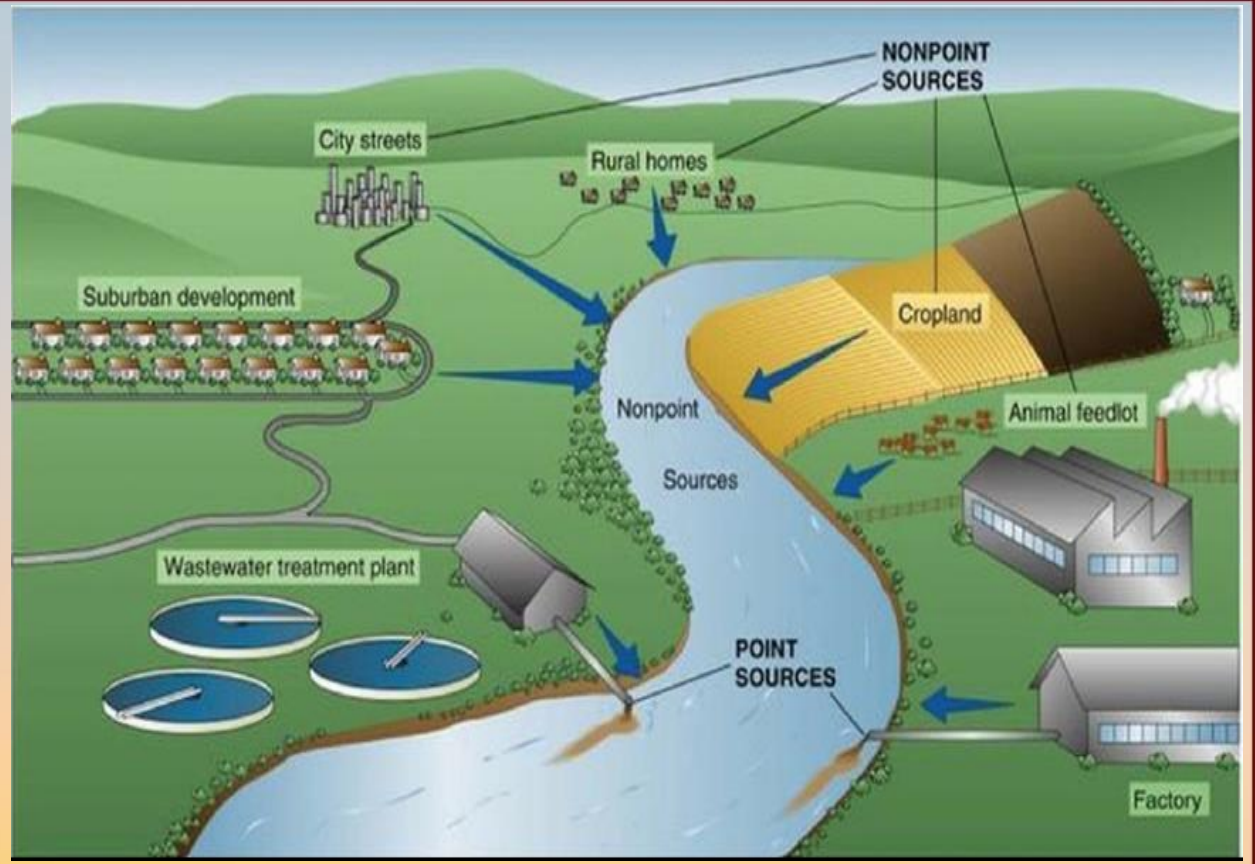
CSA 152 NPDES Stormwater Assessment

1. Discuss and Obtain City Council Direction
2. Background of CSA 152
3. Calculation of Assessment
4. New 2025 Permit Requirements
5. Schedule/Next Steps
6. Questions



What is a NPDES Permit

- A National Pollutant Discharge Elimination System (NPDES) Permit regulates point and nonpoint source discharges of pollutants into Waters of the United States
- The Federal Clean Water Act prohibits discharges of pollutants from point and nonpoint sources unless regulated by an NPDES Permit
- A joint NPDES Permit to discharge storm water into the various storm channels and washes throughout the Whitewater River Watershed area was issued by the Colorado River Basin Regional Board No. 7



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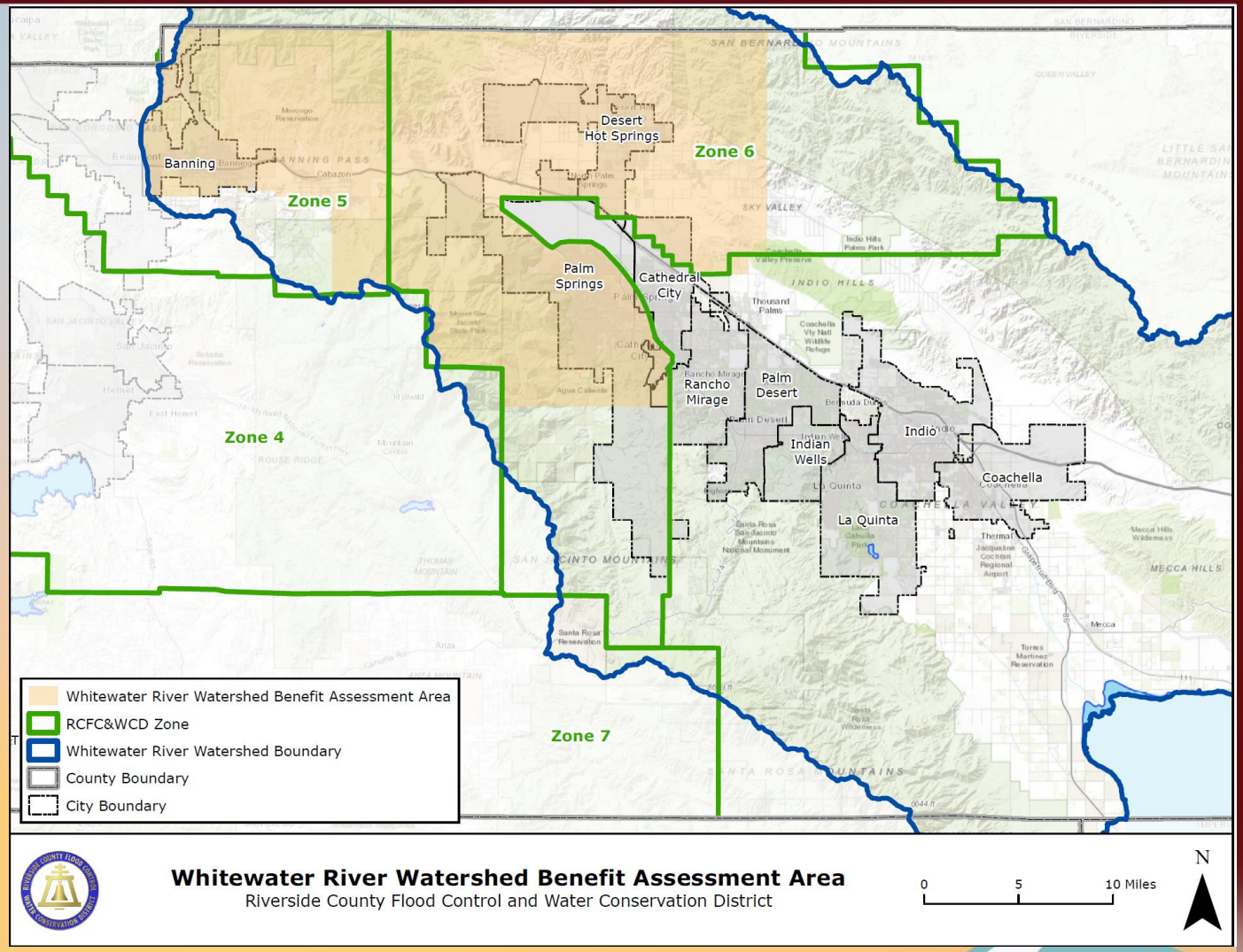
BANNING CALIFORNIA

Whitewater River Region

- Two Principal Permittees – RCFC&WCD and Riverside County
- Eleven Co-Permittees – Ten cities and the Coachella Valley Water District
- Designated as a Phase I MS4 in 1991
- Under the fourth term permit since 2013



Background of CSA 152

- On December 21, 1993, the County of Riverside adopted County Resolution No. 93-454, annexing the City of Banning to its County Service Area (CSA) 152 to fund a portion of its expenditures associated with the NPDES Permit by placing an assessment on property owners' tax bills.
- On March 22,1994 the City Council approved Resolution No. 1994-028, setting the annual assessment rate for FY 1994/95 at $4.72 per Benefit Assessment Unit (BAU) and following the formula and methodology of County Ordinance No. 573 to determine the number of BAUs for each type of property
- The City Council then approved the Administrative Services Agreement with the County for the CSA 152 Program on September 27, 1994, via Resolution No. 1994-107
- The following year, on July 11, 1995, the City Council approved Resolution No. 1995-125 and elected not to participate in CSA 152 and instead used the reserve funds from the previous FY to fund the NPDES Permit for FY 1995/96

Background of CSA 152

- From both City and County research, no records have been found showing that either party has ever withdrawn from the Agreement and therefore the City can reinstate the CSA 152 Assessment for the upcoming FY 25/26 if City Council is inclined to do so
- Since the rate was adopted in 1994 prior to the passage of Proposition 218, any increase in the rate would require a Proposition 218 Hearing and vote through an assessment balloting proceeding

Calculation of Benefit Assessment Unit (BAU)

- When CSA 152 was formed, the County determined the formula and methodology to use to calculate the number of BAUs for each type of property based on land use
- Each parcel that contains a structure is assigned a number of Benefit Assessment Units (BAUs). Vacant and undeveloped land is exempt
- A single family home is charged 1 BAU, regardless of its size, amounting to a charge of $4.72/home/year
- The City has an estimated 10,700 residential and 650 commercial accounts
- A parcel's land use was used to determine its runoff coefficient and BAU/acre (listed in the table on the next slide), and the developed (assumed to be impervious) area in acres of the parcel is used to determine the number of BAUs and thus cost to the property owner per year
- If the CSA 152 stormwater assessment is proposed to resume, a municipal assessment consultant will be hired by the City to calculate the BAUs for each parcel to be placed on the Tax Roll

Calculation of Benefit Assessment Unit (BAU)

- As an example calculation, a Commercial/Industrial property (see below table, Group A, with 12 BAUs/Acre) that is a 10.0 acre commercial/industrial parcel, with a developed area of 8.0 acres, with a City of Banning BAU rate of $4.72 per year:
- No. of BAUs = (Developed Parcel Area) X 12 BAUs/Acre = 8 X 12 = 96 BAUs
- Therefore, the assessment would be: 96 BAUs X $4.72/BAU = $453.12 per year.

BENEFIT ASSESSMENT UNITS (BAUs)

Group	Land Use	Coefficient Factor	Per Acre
A	Commercial/Industrial	0.8	12
B	Apartments/ Mobile Homes, Churches, Schools	0.6	9
C	Single family, Residential*	0.4	6*
D	Poultry, Irrigated or Cultivated Crops, Vacant or Undeveloped	0	0
E	Golf Courses, Private Parks	0.0067	0.1
F	Parcels with Miscellaneous Structures	0.0033	0.05

* For simplicity, all single family residential properties regardless of size have been assigned 1 BAU.

Other Participating Cities and Collected Revenues

- Below is a list of revenue collected by some cities within CSA 152 for Tax Year 2024. Desert Hot Springs charges $10.00/BAU with 9,477 parcels and Rancho Mirage $4.68/BAU and 13,814 parcels

Riverside County Auditor-Controller

Special Assessment Value Report - Summary

Criteria

Tax Year: 2024

8/8/2024 4:38:53 PM 68-1853-FC	68-1853-FC CSA 152-RIVERSIDE STORMWATER	72,013	$1,547,149.50
8/8/2024 4:38:53 PM 68-1854-FC	68-1854-FC CSA 152-CORONA STORMWATER	39,986	$822,410.20
8/8/2024 4:38:53 PM 68-1857-FC	68-1857-FC CSA 152-DHSPRINGS STORMWATER	9,477	$153,740.12
8/8/2024 4:38:53 PM 68-1859-FC	68-1859-FC CSA 152-LA QUINTA STORMWATER	22,531	$300,203.62
8/8/2024 4:38:53 PM 68-1860-FC	68-1860-FC CSA 152-MORENO VLY STORMWATER	47,136	$708,057.80
8/8/2024 4:38:53 PM 68-1861-FC	68-1861-FC CSA 152-MURRIETA STORMWATER	32,973	$540,444.08
8/8/2024 4:38:53 PM 68-1862-FC	68-1862-FC CSA 152-NORCO STORMWATER	7,211	$138,162.80
8/8/2024 4:38:53 PM 68-1864-FC	68-1864-FC CSA 152-PLM SPRINGS STORMWATER	29,309	$479,304.82
8/8/2024 4:38:53 PM 68-1865-FC	68-1865-FC CSA 152-RNCHOMIRAGE STORMWATER	13,814	$136,929.64

Benefits of Reinstating the CSA 152 Annual Assessment

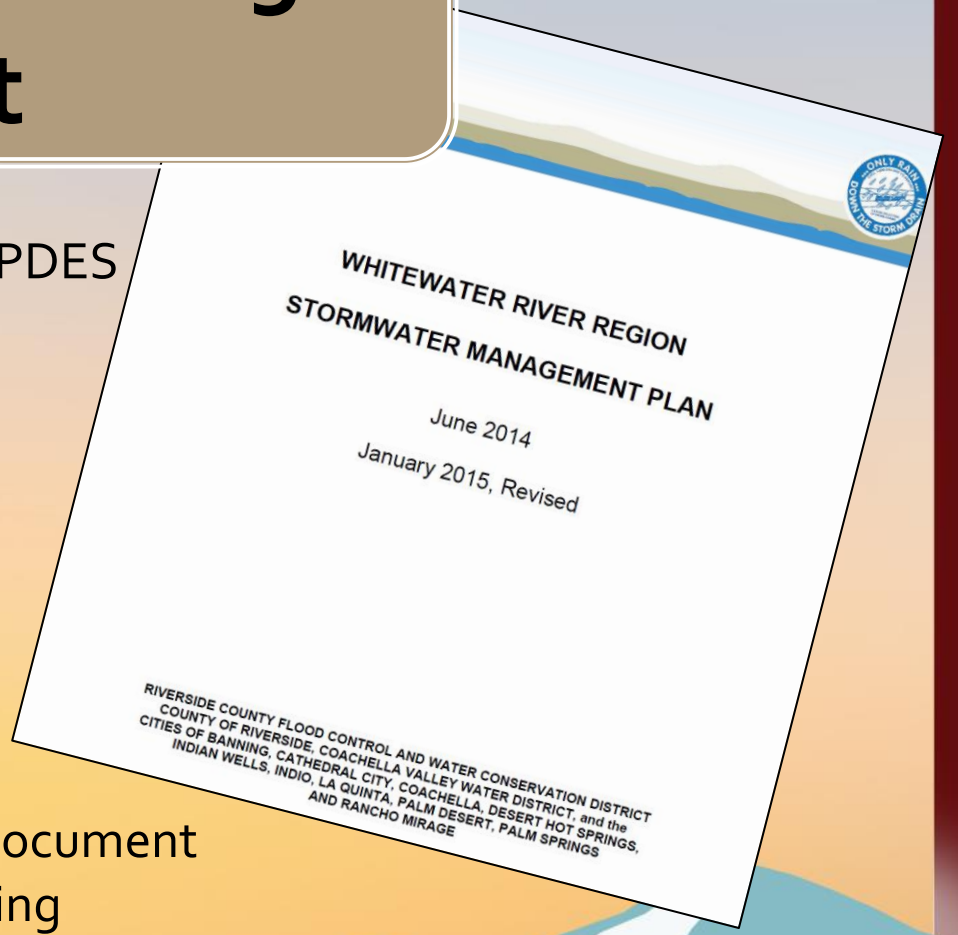
- CSA 152 provides a funding mechanism for the NPDES program. Eleven cities joined CSA 152 to ensure revenue is collected to fund a portion of their NPDES Program
- Since assessments have not been collected from properties in the City since 1994, the funding source for the NPDES program is now absorbed by City of Banning Streets Department (Fund 100).
- The NPDES program costs the City about $300,000 annually to manage the current NPDES Permit. Those costs are expected to be much higher with the new permit given the new requirements and will keep rising over time
- The municipal special district financing consultant will determine the estimated revenue to be collected from the assessment, and a rough estimate would be between $75,000 and $110,000/year, which would substantially help with the NPDES program costs

New Provisions in the 2025 NPDES Permit

The following **new** provisions will be incorporated into the 2025 NPDES Permit:

1. Asset Management
2. Fiscal Cost Analysis/ Cost Reporting
3. Urban Pesticides
4. Trash Amendment/Management
5. New Construction General Permit
6. Continued SB 205 Compliance re: Business Licenses

The WWR Stormwater Management Plan is the implementation document and it will be updated to incorporate these provisions and continuing provisions within 12 months of the effective date of the Permit.



Asset Management

40 CFR 122.41(e) *Proper operation and maintenance*. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

- Permittees will develop an Asset Management Program:
  - Asset Inventory
  - Asset Management Plan

Asset Inventory

Due twelve months following the effective date of the Permit

Maintain a database consisting of:

- Municipal Facilities
- Municipal Storm Sewer Infrastructure (storm drains, basins, inlets, channels, outfalls)
- Full Capture Systems (FCS), trash capture devices

The Asset Inventory will require the following information:

- Name or ID of the facility
- Address or Coordinates
- Inspection frequency based on prioritization
- Last inspection date
- For trash control devices, whether the device is a certified FCS

Asset Management Plan

Complete 24 months following the effective date of the Permit

The Asset Management Plan shall contain the following:

- SOPs for routine maintenance of MS4 facilities, including visual monitoring, removal of trash and debris, reducing the discharge of contaminants during routine cleanouts, and proper disposal of waste
- MS4 facility prioritization – establish the frequency at which each facility/asset is maintained and establish procedures for reprioritization
- How to identify facilities/assets that require maintenance/repair
- Establish a schedule when facilities are expected to be rehabilitated/replaced or when new facilities are established



Fiscal Cost Analysis

- Under the 2013 Permit, Permittees were not required to report on the costs of stormwater program implementation
- Under the 2024 Permit, Permittees will be required to report total stormwater program budgets for the preceding, current, and future fiscal years, and a description of the sources of funding
- Contingencies for asset failure or repair
- If the SWRCB adopts a new Order for Cost Reporting, extensive tracking of NPDES Permit costs including staff time, equipment and materials, amounting to about 100 categories, would be required
- Monthly reporting on storm water costs including street sweeping and storm drain cleaning and corresponding debris removed from the street, storm drains and catch basins would have to be measured

Category		Capital Expenditures[1]	Land Costs	Personnel Cost	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(1) Program Management[2]										
(2) NPDES MS4 Permit Fees										
(3) Minimum Control Measures (MCMs)	PIPP									
	Industrial / Commercial Facilities Program									
	Planning & Land Development Program[3]									
	Construction Program									
	Public Agency Activities Program									
	IDDE Program									
	Additional Institutional BMPs / "Enhanced" MCMs									

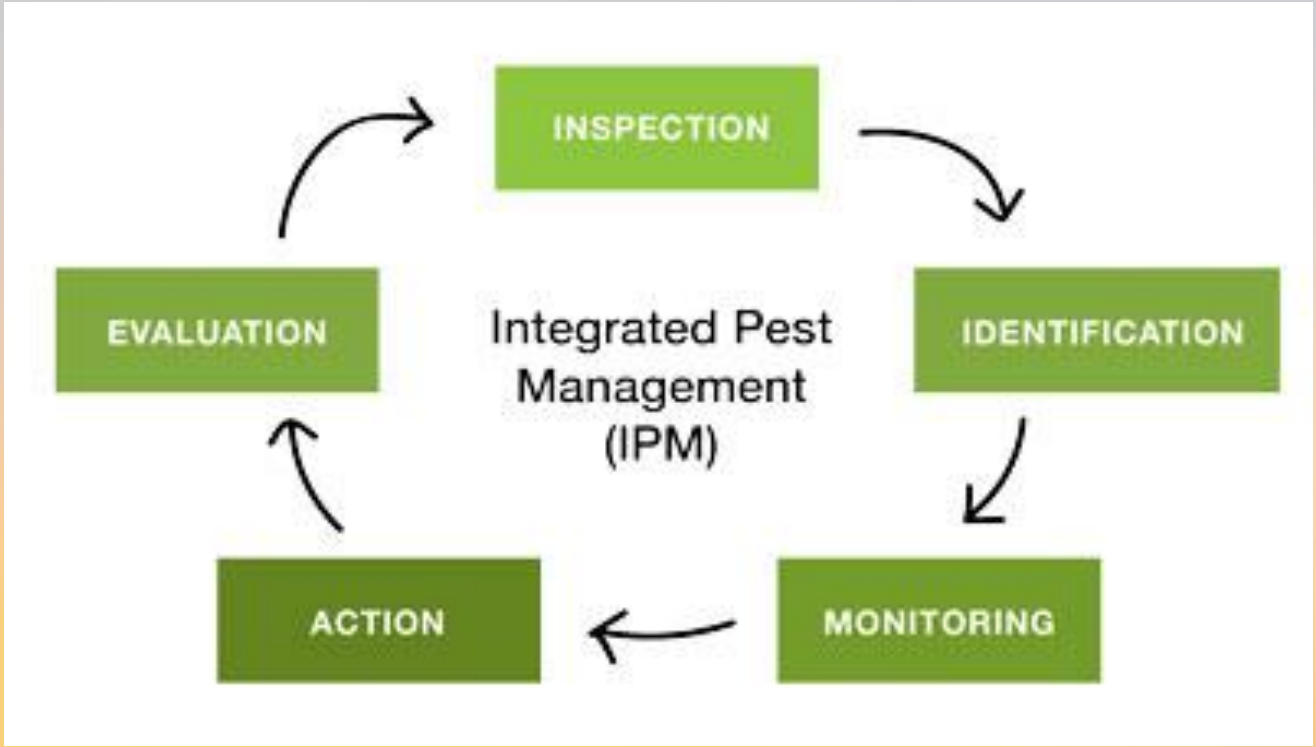
Category		Capital Expenditures[1]	Land Costs	Personnel Cost	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(4) TMDL Implementation Plan / Watershed Management Program Development[4]										
(5) Projects[5]	Distributed Projects and Green Streets									
	Regional Projects									
	Other Structural BMPs									
(6) Trash Compliance	Trash TMDLs[6]									
	Discharge Prohibitions - Trash[7]									

Category		Capital Expenditures[1]	Land Costs	Personnel Cost	Consultant (s) Cost	Overhead Costs	Construction Costs	Permit(s), Operation, and Maintenance (O&M) Costs	Total Expenditures for this Reporting Year	Program Budget for Next Reporting Year
(7) Monitoring	Monitoring Plan Development[8]									
	Outfall and Receiving Water Quality Monitoring									
	BMP Effectiveness Monitoring									
	Regional Studies[9]									
	Special Studies[10]									
(8) Other[11]										
TOTAL										

~100 cost categories

Urban Pesticides

- Each Permittee will develop and implement policies, procedures, and ordinances to reduce the use of pesticides and fertilizers
- Each Permittee will develop an Integrated Pest Management (IPM) Plan within 18 months of the effective date of the Permit.



Integrated Pest Management Plan

Preventative Measures

- Only use pesticides/fertilizers when needed
- Use least-toxic alternatives
- Prohibit banned/unregistered products

Proper Application

- Do not use during rain, and establish a routine application schedule

Proper Storage and Disposal

- Store indoors within secondary containment
- List procedures to dispose of pesticides
- Keep manifests as a "chain of custody"

Applicator Management

- Ensure Permittee staff are trained to apply pesticides
- Pesticides application must be overseen by a certified pesticide applicator
- Contractors must implement Permittee's IPM at municipal facilities/operations

Education and Outreach







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Trash Amendment/Management





Trash larger than a diameter of 5 mm must be captured and removed from Priority Land Uses (PLUs) or designated land uses include:

- High Density Residential
- Industrial
- Commercial
- Mixed Urban
- Public Transportation Stations

Interim Compliance Deadline: 50% trash capture devices installed in about 40 City catch basins by 2028

Requires full trash capture from PLUs by December 2, 2030

Annual Reporting

- Update Jurisdictional Map to show installed devices
- Total area, debris removed & percentage area served by device

New Construction General Permit

- New Permit became effective September 1, 2023
- The WDID number must be posted at the site
- Public construction projects now require QSD and QSP involvement
- WQMPs and post construction maintenance plans to be uploaded to SMARTS, allowing for public viewing
- Reissuance Training for QSDs and QSP.



Senate Bill 205

Effective January 1, 2020

Codified under California Business and Professions Code, Section 16000.3 and California Water Code 13383.10

Requires Cities and Counties that have a business license program to:

- Update business license permit applications to provide SIC codes and WDIDs, NEC identification numbers, or NONA numbers
- Identify whether the business license applicant's provided SIC codes require IGP coverage (see IGP Attachment A)
- Enforce SB 205 provisions, which may include withholding/suspending business licenses for facilities that require IGP coverage and do not have a WDID

Industrial General Permit (IGP)

- The IGP, adopted in 2014, and amended in 2015 and 2018, regulates industrial stormwater discharges and non-stormwater discharges from industrial facilities
- Industrial sites can contribute pollutants such as Nutrients (Nitrate, Nitrite, Ammonia) and Heavy Metals (Copper, Lead, Zinc) to receiving waters
- Attachment A of the IGP identifies 9 categories of facilities requiring coverage under the IGP. Those businesses are identified by their SIC Codes





Proposed Schedule and Next Steps

September 24, 2024 CSA 152 Workshop

Discuss the reinstatement of CSA 152 and obtain City Council direction

Public Outreach in October and November, 2024

Provide outreach to residents with PIO's assistance and hold meetings to explain CSA 152 and its purpose

September - November, 2024

Release RFP for Assessment Services, solicit and select a consultant

December 12, 2024

Provide feedback on community outreach and award Assessment Services Contract to a consultant

January, 2025

City Council approves the new CSA 152 Agreement with the County

April, 2025

Consultant completes the final Assessment/ Levy Report for Engineering staff to review

March, 2025

City Council approves the BAU levy and the City's CSA 152 budget for FY 25/26 and submits the Resolution to the County

May, 2025

Engineering staff submits the Assessment/Levy Report for the FY 25/26 Tax Roll to the County

June – August, 2025

The County prepares their staff report and budget and submits the FY 25/26 CSA 152 assessments to the County Assessor's Office

Questions?

Contact Information

Nate Smith, P.E. Deputy Director of
Public Works/ City Engineer

nsmith@banningca.gov

Board of Supervisors County of Riverside

RESOLUTION NO. 93-454

RESOLUTION ORDERING TERRITORY DESIGNATED AS
LAFCO NO. 93-39-ALL ANNEXED
TO COUNTY SERVICE AREA NO. 152

WHEREAS, the Local Agency Formation Commission of the County of Riverside adopted its Resolution No. 74-93 on October 28, 1993, making determinations and approving the proposed annexation to County Service Area 152 of territory described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the reasons for this proposed annexation are to provide a revenue collection mechanisr for the implementation of the National Pollutant Discharge Elimination System Program (NPDES); and

WHEREAS, the regular county assessment roll is utilized by this district; and

WHEREAS, the affected territory will not be taxed for existing general bonded indebtedness of this district; and

WHEREAS, this annexation is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3); and

WHEREAS, a public hearing on this annexation was called for and held by this Board at the place and time noticed therefore on December 21, 1993, and this Board finds and determines that the value of written protests filed and not withdrawn is less than 25 percent of the registered voters residing within the territory to be annexed and less than 25 percent of the number of owners of land owning less than 25 percent of the assessed value of land within the territory.

12/21/93 11.4 1701

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED, by the Board of Supervisors of the County of Riverside in regular session assembled on December 21, 1993, that it hereby orders the territory described in Exhibit "A" annexed, and directs the Clerk of the Board to transmit a certified copy of this resolution with applicable fees required by Section 54902.5 of the Government Code to the executive officer of the Local Agency Formation Commission of Riverside County.

Roll Call:
Ayes: Buster, Dunlap, Ceniceros, Larson, Younglove
Noes: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.
GERALD A. MALONEY, Clerk of said Board
By _____ Deputy

JSR:dbf-f:\prop\db\resoluti\93reso-121393

The boundaries of the subject territory are: the entire corporate boundaries of the cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indio, La Quinta, Moreno Valley, Murrieta, Norco, Palm Desert, Palm Springs and Rancho Mirage.

EXHIBIT "A"

RESOLUTION NO. 1994-28

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING SETTING RATES FOR COUNTY SERVICE AREA 152 - TO FUND CITY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM

WHEREAS, the County of Riverside, by its Resolution No. 93-454 adopted December 21, 1993, annexed the City of Banning to its County Service Area (CSA) 152 at the City's request to meet the Environmental Protection Agency's requirement to obtain operating permits for discharges from storm drain systems and to pay for anticipated project costs that places an assessment on property owners' tax bills to fund expenditures required by the permit; and

WHEREAS, City staff has estimated the stormwater management program requirements will cost the City approximately $53,600 annually; and

WHEREAS, a "Benefit Assessment Unit" is defined in the Riverside County Flood Control and Water Conservation District Manual, the portion of which defining Benefit Assessment Unit is attached as exhibit 1 and by this reference made a part hereof; and

WHEREAS, this City Council has determined, based on staff's calculations, that annual assessments are anticipated to be $4.72 per Benefit Assessment Unit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Banning that the annual assessment rate for fiscal year 1994-95 for CSA 152 - Banning is hereby set at $4.72 per Benefit Assessment Unit.

PASSED, APPROVED, AND ADOPTED this 22th day of March, 1994.

Gary Reynolds, Mayor
City of Banning, California

ATTEST:

Lucille M. Elizondo
City Clerk of the City of
Banning, California

APPROVED AS TO FORM
AND LEGAL CONTENT

John F. Wilson, Esq.
City Attorney

CERTIFICATION

I, Lucille M. Elizondo, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 1994-28, was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 22th day of March, 1994, by the following vote, to wit;

AYES: Councilmembers Anderson, Lewis, Williams, Mayor Reynolds
NOES: Councilmember Smith
ABSENT: None
ABSTAIN: None

Lucille M. Elizondo
City Clerk, City of Banning
California

Brian\1994-28

ORDINANCE NO. 573, AUTHORITY FOR CSA 152

The purpose of this ordinance is to establish a procedure for the levy and collection of charges for extended governmental service provided in county service areas, under the authority of the County Service Area Law as set forth in Government Code Section 25210.1 et. seq. The charges established hereunder shall be levied to pay in whole or part the cost of providing such extended governmental services.

BENEFIT ASSESSMENT UNIT (BAU) BACKGROUND AND METHODOLOGY

The assessment computation methodology adopted for this CSA is the BAU method developed by Riverside County Flood Control District.

This method spreads the total assessment to parcels within the benefit assessment area in proportion to each parcel's runoff. Runoff is determined by first knowing a parcel's size in acres its present land use (Residential, Commercial, Industrial, etc.) and then assigning a runoff factor to its general land use category. Runoff factors are estimates of how much rainfall runs off a parcel in comparison to the amount of rainfall that fall on a parcel. In other word, the runoff factor is a way of expressing the relative degree of imperviousness of parcels with different land uses, Paved and improved parcels have runoff factors closer to 1.0 (where 1.0 equals 100% runoff) than do unpaved or unimproved parcels. Reducing the large number of land uses in the County to six general categories for estimating runoff under the benefit assessment procedure provides for a manageable and reasonable computation method.

For the National Pollutant Discharge Elimination System (NPDES) Program additional factors have been brought in to the analysis which consider the type of activity on that land use. This program is required by Federal Regulation to focus its attention on urbanized areas or developments and to exclude agricultural properties. Therefore agricultural and vacant undeveloped properties have been completely exempted from assessments even though they obviously may have some amount of runoff.

The computation of the assessment for any parcel is based on the number of BAUs assigned to that parcel. A single-family residential parcel of 7,200 square feet (1/6 acre) in size with a runoff factor of 0.40 was selected as the standard BAU. The number of BAUs for any other parcel can be computed by relating its size and land use to the BAU as described under the heading "Computation of Units for Each Parcel".

Again, the principle involved is relating storm runoff to the amount of impervious area present (actual developed acreage).

The table below shows the six categories of land use, their respective runoff factors and the BAU per acre.

BENEFIT ASSESSMENT UNITS

GROUP	LAND USE	FACTOR	PER ACRE
A	Commercial, Industrial	0.80	12
B	Apartments/Mobile Home Parks,Churches,Schools	0.60	9
C	Single-Family Residential	0.40	6
D	Poultry,Irrigated/Cultivated Crops, Livestock,Vacant Undeveloped	0.00	0
E	Golf Courses, Private Parks	0.0067	0.10
F	Parcels with Miscellaneous Structures	0.0033	0.05

EXAMPLES OF TYPICAL LAND USE CODES

GROUP A - COMMERCIAL/INDUSTRIAL
Land Use Codes: C1 - Commercial Properties
CL - Commercial Buildings on leased land

GROUP B - APARTMENTS/MOBILE HOME PARKS, CHURCHES, SCHOOLS
Land Use Codes: CA - Apartment Buildings (4 or more units)
CH - Churches
MP - Mobile Home Rental Park (3 or more units)
R3 - Apartment Buildings (4 or more units)
SC - Schools

GROUP C - SINGLE-FAMILY RESIDENTIAL
Land Use Codes: AR - Agricultural Residential
CR - Single-Family Residential (3 or less units)
MF - Individually owned parcel with mobile home
MO - Individually owned parcel with mobile home
MP - Mobile Home on leased land
PR - Residential on agricultural preserve
R1 - Single-Family Residential
R2 - Residential (2 or 3 units)
RC - Condominiums with private entry
RD - Condominiums with common entries
RI - Single-Family Residential
RM - Individually owned mobile home lot
RR - Single-Family Residential
RX - Exceptional Residential

GROUP E - GOLF COURSE, PRIVATE PARKS
Land Use Codes: CS - Cemeteries (Excluding non-profit)
GC - Golf Course

GROUP F - PARCELS WITH MISCELLANEOUS STRUCTURES
Land Use Codes: AS - Vacant with miscellaneous structure
YS - Land with miscellaneous structure only
Examples: Old foundations, pump houses or sheds not in use

COMPUTATION OF UNITS FOR EACH PARCEL

As previously stated, the BAU is the proportionate runoff from a single-family residential parcel with an area of 1/6 (0.17) acre. Other sized parcels and land use categories will have multiples of the basic unit.

One (1) Unit = (0.17 Acre) X (Single-Family Residential Runoff Factor)

or,

One (1) Unit = (0.17 Acre X 0.40)

For simplicity all single-family residential properties regardless of size have been assigned 1 BAU.

The number of assessment units for all parcels (other than single-family residential larger than 0.17 acres) is determined by the following equation:

$$\text{Number of Units} = \frac{(\text{Area of Parcel in Acres}) \times (\text{Runoff Factor})}{\text{One Basic Assessment Unit}}$$

Therefore,

Group A: **Commercial, Industrial**
Runoff Factor = 0.80
BAUs = (Area of Parcel Developed) X 12 BAU/Acre

Group B: **Apartments, Mobile Home Parks, Churches, Schools**
Runoff Factor = 0.60
BAUs = (Area of Parcel Developed) X 9 BAU/Acre

Group C: **Single-Family Residential**
Runoff Factor = 0.40
BAUs = (.17 Acres) X 6 BAU/Acre

Group D: **Poultry, Irrigated Crops, Cultivated Crops, Dairies, Livestock Feeding Yards, Vacant Undeveloped**
Runoff Factor = 0.00
BAUs = 0.00

Group E: **Golf Courses, Private Parks**
Runoff Factor = 0.0067
BAUs = (Area of Parcel Developed) X 0.10 BAU/Acre

Group F: **Parcels with miscellaneous structures**
Runoff Factor = 0.0033
BAUs = (Area of Parcel Developed) X 0.05 BAU/Acre

EXAMPLES OF TYPICAL ASSESSMENTS

1. Commercial/Industrial (Group A)

ASSUME: A 10.0 acre commercial/industrial parcel with a developed area of 8.0 acres which has a BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 12 BAU/Acre
= 8 X 12 = 96 BAUs

Therefore, the assessment would be:
96 BAUs X $4.00/BAU = $384.00 per year

2. Apartments, Mobile Home Parks (Group B)

ASSUME: A 10.0 acre mobile home park with a developed area of 8.0 acres which has a BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 9 BAU/Acre
= 8.0 X 9 = 72 BAUs

Therefore, the assessment would be:
72 BAUs X $4.00/BAU = $288.00 per year

3. Residential (Group C)

ASSUME: A 10.0 acre single-family residential parcel is which has a BAU rate of $4.00 per year:

No. of BAUs = (0.17 acres) X 6 BAU/Acre
= 0.17 X 6 = 1 BAU

Therefore, the assessment would be:
1 BAU X $4.00/BAU = $4.00 per year

4. Poultry, Irrigated Crops, Cultivated Crops, Dairies, Livestock, Vacant Undeveloped (Group D)

ASSUME: A 10.0 acre Poultry parcel which has a recommended BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 0 BAU/Acre
= 10.0 X 0 = 0 BAUs

Therefore, the assessment would be:
0 BAU X $4.00/BAU = $0.00 per year

5. Golf Courses, Private Parks (Group E)

ASSUME: A 10.0 acre Golf Course or Private Park with a developed area of 8.0 acres which has a recommended BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 0.10 BAU/Acre
= 8.0 X 0.10 = 0.80 BAUs

Therefore, the assessment would be:
0.80 BAUs X $4.00/BAU = $3.20 per year

6. Parcels with miscellaneous structures (Group F)

ASSUME: A 10.0 acre parcel with 8.0 acres of old foundations, or pump houses not occupied or being used which has a recommended BAU rate of $4.00 per year:

No. of BAUs = (Developed Parcel Area) X 0.05 BAU/Acre
= 8.0 X 0.05 = .40 BAUs

Therefore, the assessment would be:
0.40 BAUs X $4.00/BAU = $1.60 per year

EXCEPTIONS

The assessment system is designed to identify and compute assessments on "TYPICAL" properties closely meeting those land use descriptions. However the system is flexible enough to accommodate situations which do not meet the average or typical land use within the 6 categories. In those instances "EXCEPTION RULES" have been established to provide a consistent method to evaluate those properties.

1. RV Parks having seasonal occupation will have a 50% reduction rate applied to the calculated assessment

2. Even though agricultural parcels are exempt a single-family residential unit on an agricultural parcel is not exempt and will be assessed at the normal single-family residential calculation

3. All vacant/undeveloped land is exempt regardless of the land use code

4. All agricultural parcels are exempt, packing sheds or storage buildings used in conjunction with the agricultural activity are exempt

5. Indian Federal lands and Bureau of Land Management lands are exempt, however Indian lands leased to non-Indian entities with structures are not exempt

PROCEDURE FOR TYPICAL CSA 152 RE-EVALUATION

For property owners who feel that their parcel does not meet the typical situation, a system for evaluation has been established.

Using the following Sample form to re-evaluate a property owner's CSA 152 assessment, City staff should determine if the assessment is incorrect by reviewing aerial photos or by field inspection if necessary.

The evaluation form could be provided to the property owner by mail or made available at the counter. The top half of the form (Property Information) can be completed by the property owner and mailed back to staff or information can be gathered by staff over the telephone. The bottom half of the form is for staff use to record the information about the property gathered during the evaluation which is necessary to determine if a corrected assessment is necessary.

Questions regarding the re-evaluation procedure may be directed to:

Judy Watterlond
(909) 275-6829
Special Programs Section
Riverside County Transportation Department

Completed forms should be transmitted to:

Riverside County Transportation Department
1695 Spruce Street
Riverside, CA 92507
Attn: Judy Watterlond

SAMPLE FORM

CSA 152
ASSESSMENT RE-EVALUATION

OWNER'S NAME _____ DATE _____

PROPERTY ADDRESS _____ TAX YEAR 93-94

MAILING ADDRESS _____

TELEPHONE NO. _____ CONTACT PERSON _____

ASSESSOR PARCEL NO. _____ ASSESSMENT $ _____

****

FOR STAFF USE ONLY

PARCEL ACREAGE _____ AC. DEVELOPED ACREAGE _____ AC.

PROPERTY EVALUATION: AERIAL PHOTO _____ SITE VISIT _____

PROPERTY DESCRIPTION/COMMENTS _____

_____

ASSESSMENT DATA

LAND USE	BAU/ ACRE	* DEVELOPED ACREAGE	$ RATE /BAU	$ ASSESSMENT

RECOMMENDED CORRECTED ASSESSMENT $ _____

CSA 152 FUND NUMBER _____

* APPROXIMATE DEVELOPED ACREAGE ROUNDED TO THE NEAREST HUNDREDTH FOR THIS CALCULATION.

QUESTIONS REGARDING THIS ASSESSMENT, PLEASE CONTACT:

PROCESSING CSA 152 ASSESSMENT RE-EVALUATIONS PRIOR TO PROPERTY TAX STATEMENTS BEING MAILED (Before September, 1)

Re-evaluation forms should be submitted to the Special Programs Section of the County Transportation Department prior to property tax statements being mailed (prior to September 1 of every year). The approved corrections to the assessments will be updated to the computer data base assessment roles prior to generation of property tax statements. There is no charge for corrections made prior to issuance of property tax statements.

PROCESSING CSA 152 ASSESSMENT RE-EVALUATIONS AFTER PROPERTY TAX STATEMENTS ARE MAILED

Re-evaluation forms submitted to the Special Programs Section after property tax statements have been mailed will be forwarded to the County Auditor-Controller's office for processing. The Auditor Controller will make the correction to the property tax statement using one of two methods; 1) issue a revised property tax statement or 2) issue a refund check. The correction to the computer data base assessment roles will be made by the Special Programs Section prior to the next tax year.

Method 1:

If 1/2 of the property taxes were paid on the first installment, the Auditor Controller will issue a revised property tax statement showing the second installment balance reduced by the difference between the actual assessment and the recommended corrected assessment.

The property owner will not see a reduction in the actual CSA 152 assessment on the revised tax statement, the only noticeable difference will be in the second installment balance due.

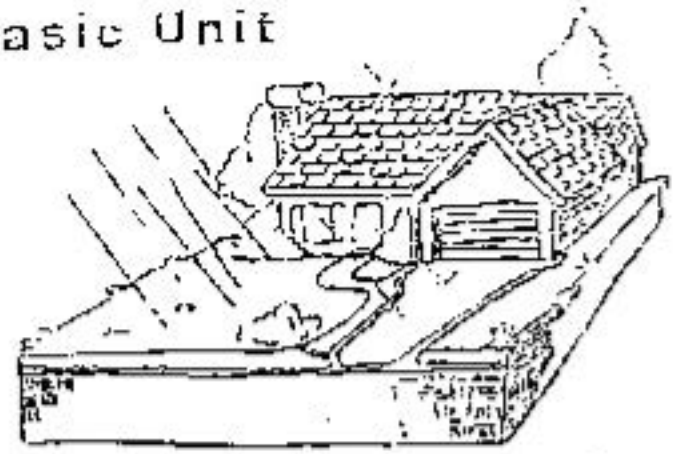
Method 2:

If the property taxes were paid in their entirety on the first installment and the difference between the actual assessment and the recommended corrected assessment exceeds $10.00 the Auditor Control will issue a refund check to the property owner. This may take anywhere from 3 to 6 months to occur.

Each revised property tax statement or refund check processed by the Auditor Controller will cost $15.00 which will be charged to the corresponding CSA 152 fund number.

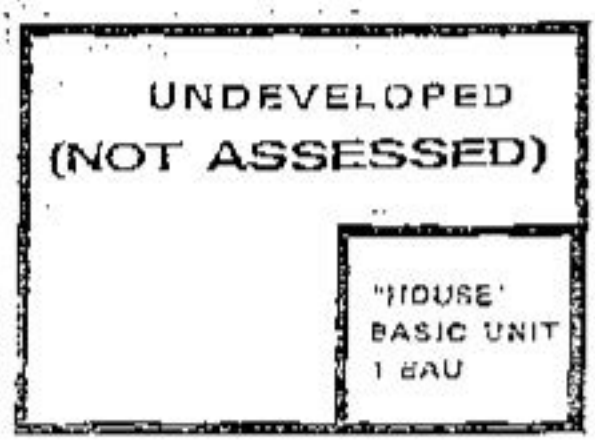
RESIDENTIAL

Basic Unit



1/6 Acre Single Family Residential Parcel
Run off Factor 0.40 or 40%
BAU's 1.00

Sample: 2.17 Acre Parcel

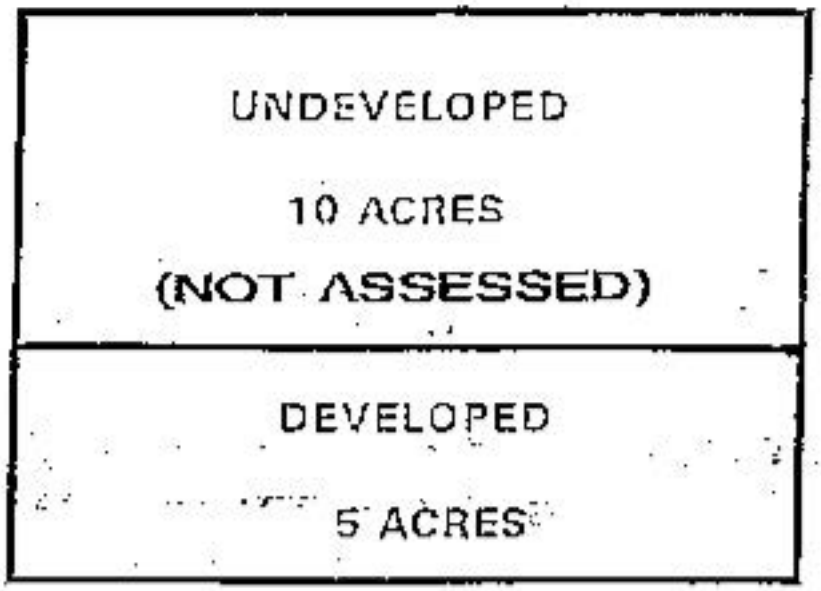


1/6 ACRE = .17 ACRE

HOUSE (BASIC UNIT 1/6 acre) = 1 BAU

1 BAU X BAU RATE = $ ASSESSMENT

COMMERCIAL / INDUSTRIAL



SAMPLE:

12 BAU / ACRE X 5 ACRES DEVELOPED = 60 BAU'S

60 BAU X BAU RATE = $ ASSESSMENT

Resolution No. 1994-107

APPROVING ADMINISTRATIVE SERVICES AGREEMENT FOR CSA 152 PROGRAM BETWEEN THE CITY OF BANNING AND RIVERSIDE COUNTY

WHEREAS, Section 402(p) of the Federal Clean Water Act requires municipalities to obtain a National Pollutant Discharge Elimination System (NPDES) Permit before discharging stormwater into the waters of the United States; and,

WHEREAS, County has formed CSA 152 to finance a portion of its programs and obligations associated with the municipal NPDES permits and individual General NPDES Permits; and,

WHEREAS, cooperation between County and City in the administration and implementation of the NPDES Permits is in the best interests of County and City; and,

WHEREAS, City was formally annexed into CSA 152 by County Resolution No. 93-454 on December 21, 1993; and,

WHEREAS, County and City are to perform certain duties prescribed in this Agreement that will benefit all parties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning that the attached Agreement labeled Exhibit "A" be approved and the Mayor is authorized to execute the agreement.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 1994.

Gary Reynolds
Mayor

ATTEST:

Lucille M. Elizondo
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

John F. Wilson
City Attorney

CERTIFICATION

I, LUCILLE M. ELIZONDO, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 1994-107 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 27th day of September, 1994, by the following vote, to wit:

AYES: Councilmembers Anderson, Lewis, Smith, Mayor Reynolds

NOES: None

ABSTAIN: None

ABSENT: Councilmember Williams

Lucille M. Elizondo, City Clerk
City of Banning, California

ADMINISTRATIVE SERVICES AGREEMENT
FOR CSA 152 PROGRAM
BETWEEN
RIVERSIDE COUNTY AND CITY OF BANNING

This Agreement, entered into as of this _____ day of _____ 1994 by the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and the CITY OF BANNING, hereinafter called "CITY", establishes the responsibilities and obligations of each party concerning the management and financing of COUNTY SERVICE AREA 152, hereinafter called "CSA 152".

RECITALS

WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water Act (CWA) [33 U.S.C. 1342(p)]; and,

WHEREAS, Section 402(p) requires certain municipalities, construction and industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES) Permit before discharging stormwater into the waters of the United States; and,

WHEREAS, COUNTY and CITY have obtained or will obtain a municipal NPDES Permit for each of the three watersheds of the County; and,

WHEREAS, COUNTY has formed CSA 152 to finance a portion of its programs and obligations associated with the municipal NPDES Permits and individual General NPDES Permits; and,

WHEREAS, cooperation between COUNTY and CITY in the administration and implementation of the NPDES Permits is in the best interests of COUNTY and CITY; and,

WHEREAS, CITY was formally annexed into CSA 152 by COUNTY Resolution No. 93-454 on December 21, 1993; and,

WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this

Agreement that will benefit all parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. DELEGATION OF RESPONSIBILITIES. The responsibilities of each party shall be as follows:

A. COUNTY shall assume the responsibilities and meet the requirements of CSA 152 administration for COUNTY and CITY by:

(1) Preparing CSA 152 budget and reports in compliance with County Ordinance No. 573.

(2) COUNTY shall also:

(a) Prepare the required narrative for said budget and reports along with COUNTY'S individual budget or report on COUNTY activities.

(b) Annually prepare and forward to the appropriate agency computer tape information on individual assessments of parcels within CITY for generation of Benefit Assessment Units (BAU) totals and assessments for CITY.

(c) Forward CITY corrections to assessments and tax bills to Auditor-Controller/Tax Collector.

(d) Review and coordinate CITY CSA 152 budget with overall CSA 152 budget.

(e) Reimburse CITY for actual expenditures incurred under provision of approved CITY CSA 152 budget and allocations.

(f) Conduct mailing of proposed tax rate assessment for CITY for FY 94/95 and any year CITY requires notices. COUNTY shall bill CITY for these services at cost.

(g) Provide to CITY annual property assessment printouts and a BAU

summary.

(h) Provide to CITY standardized forms including but not limited to assessment re-evaluation forms, budget and expense reimbursement formats.

(i) Serve as administrative and technical advisor on CSA budget preparation and assessment re-evaluations.

(j) Assess CITY an annual six percent (6%) administrative fee on new revenue for CITY CSA 152 budget.

(k) Be responsible to CITY for reasonable requests by CITY for information, billing tapes, data, changes, corrections, refunds, issuances of new CITY tax bills or revisions. Said requests will be at expense of CITY.

(l) Conduct annual County public budget hearing of CSA 152.

(m) Assist CITY with first year CITY public information forum on NPDES program and CSA 152 administration by providing administrative and technical guidance.

(n) Provide CITY with copy of CSA 152 budget prior to submittal to COUNTY Board of Supervisors.

B. CITY shall assume the responsibilities and meet the requirements of CSA 152 administration for CITY by:

(1) Preparing CITY CSA 152 budget and reports on its activities using COUNTY format, hereto attached as Exhibit A and incorporated herein by reference. Said budget and reports shall be submitted to COUNTY for incorporation with COUNTY CSA 152 budget narrative and in accordance with Schedule of Events, hereto attached as Exhibit B and incorporated herein by reference.

(2) CITY shall also:

(a) Conduct NPDES and CSA 152 public forum for CITY constituents prior to COUNTY CSA 152 public hearing for new or increased CSA 152 assessment over prior fiscal year assessment.

(b) Be responsible for CITY updates, corrections or revisions to be entered into COUNTY data base for CSA 152 or any corrections, revisions, refunds or issuance of new CITY tax bills through COUNTY at CITY expense.

(c) Be responsible to COUNTY for any proposed tax assessment printing and/or mailings CITY may want COUNTY to perform at CITY expense.

(d) Be responsible for replies to CITY taxpayer inquiries and requests for CITY CSA 152 budget information and NPDES Program within CITY boundaries.

(e) Provide COUNTY with CITY telephone numbers and public forum dates for CITY taxpayer inquiries on CITY CSA 152 program and for inclusion on CITY CSA 152 assessment mailings or proposed assessment increases by February 15 of each year, and keep such numbers updated as necessary.

2. FEES AND PAYMENT. COUNTY shall administer CSA 152 for the benefit of COUNTY and CITY. CITY share of annual CSA 152 administration shall be a six percent (6%) fee of CITY CSA 152 annual budget.

A. CITY shall be responsible for payment to COUNTY, at cost, for services that require:

(1) COUNTY to provide information, billings tapes, data changes, corrections, refunds, issuances of new CITY tax or revisions to CITY. COUNTY shall

provide an itemized billing of completed work to CITY.

(2) COUNTY to perform printing and/or mailing of proposed tax assessment rates of CITY assessed parcel numbers.

3. SHARE OF COSTS. In the event CSA 152 requires the services of a consultant, as mutually determined by COUNTY and CITY, to prepare manuals and/or perform studies such as, but not limited to, management audits and fiscal reports that are relevant to the entire CSA 152 boundary, the cost of said consultant services will be shared by COUNTY and CITY using the methodology of this Section.

A. Share of Cost Methodology. The individual percentage contribution from COUNTY and CITY shall be a function of population. Contribution shall be calculated as the population of COUNTY or CITY, divided by the aggregate total population of all CSA 152 members, thusly:

(1) Contribution (%) = Xn/Xt

Xn = population of COUNTY or CITY

Xt = total population of all CSA 152 members combined.

(2) The population of COUNTY, CITY and CSA 152 member cities will be based on the latest California State Department of Finance population figures issued in May of each year.

B. COUNTY shall keep CITY apprised and notified of COUNTY requests for proposal (RFP), selection of consultant, consultant's fee, any contract timetables and consultant schedule of payments.

4. TERM OF AGREEMENT. The term of this Agreement shall commence on the date the last duly authorized representative of COUNTY or CITY executes it. The term of the agreement shall be indefinite or as long as required for the Clean Water Act.

5. WITHDRAWAL FROM AGREEMENT. Either Party may withdraw from this Agreement thirty (30) days after giving written notice to other Party. In event withdrawal

becomes effective, withdrawal shall constitute forfeiture by the withdrawing party of its share of costs and administrative fees paid as described in Sections 2 and 3 of this Agreement up to the effective date of withdrawal. The withdrawing party shall be responsible for all lawfully assessed penalties as a consequence of withdrawal.

6. AMENDMENTS TO THE AGREEMENT. This Agreement may be amended by mutual consent of the parties to the Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the parties.

7. NOTICES. All notices shall be deemed duly given when delivered by hand; or five (5) days after deposit in the U. S. mail, postage prepaid.

8. GOVERNING LAW. This Agreement will be governed and construed in accordance with laws of the United States and the State of California. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

9. CONSENT TO BREACH NOT A WAIVER. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party so waiving or consenting. Any consent by any party to, or waiver of, a breach by the other party, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

10. APPLICABILITY OF PRIOR AGREEMENTS. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter; all CSA 152 prior agreements, representations, statements, negotiations and understandings are superseded hereby.

11. HOLD HARMLESS. Each Party shall indemnify and hold harmless the other party from liability or damages resulting from its own acts or omissions including those of its

officers or employees in the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CITY OF BANNING

ATTEST:

City Clerk

By _____

_____

Mayor

_____

City Manager

Form Approved

County Counsel

COUNTY OF RIVERSIDE,

BY _____

on behalf of CSA 152

Deputy

_____

Chairman, Board of Supervisors

ATTEST:

Gerald A. Maloney

Clerk of the Board

By _____

Deputy

/

/

BUDGET FORMAT* EXHIBIT A

CITY CSA 152 (NPDES)
FY ___

APPROPRIATIONS**

Storm Drainage System Inspection -
(36" and larger)
Initial Inspection ----
Underground/Open Channel ----
Water Quality Testing ----
Document Violations ----
Inspection Preparation Plan ----
Updating Construction/
Facilities Drawings ----

Drainage Area Management Plan (DAMP) -
DAMP Preparation ----
Implementation of Best Management Practices (BMPs)
Inspection Forms for Building/Public
Works Inspectors ----
Additional Catch Basin Maintenance ----
Additional Street Sweeping in Industrial/
Commercial/Central Business Areas ----
Administration of Volunteer Catch Basin
Basin Stenciling ----
Development of Grading Ordinance ----
Develop BMP Manual for New Development ----
Inspection of Construction Sites for
Compliance of Grading Ordinance ----
Testing of Sediment in Sediment Basin ----
Spot Inspection of Commercial/Industrial
Areas for Illegal Dumping ----

Education
Pesticide Training for City Personnel ----
Permit Training Requirements for Inspectors,
Plan Checkers, Engineers and Planners ----
Training for Review/Inspection of BMP and
Inspection for Illegal Dumping ----
Utility Bill Inserts with information on
Impacts of Fuel Spills, Illegal
Dumping, Erosion, etc.. ----

Administration of NPDES Permit -	----
Contingencies -	----
Other -	
Legal Mailings	----
Assessor Line Item Charge	----
Riverside County Flood Control BAU computer time	----
Public Education Program ***	----
CSA 152 Administration Fee (6%)	----
TOTAL PROJECTED APPROPRIATIONS	----

* Illustrative budget format. Line items may vary with Cities.
** A brief narrative and cost breakdown to each appropriation.
*** NPDES Public Education as provided by Flood Control/County.

SCHEDULE OF EVENTS *

January	
2	Cities and County begin CSA 152/NPDES budget process for upcoming fiscal year.
15	County provides updated BAU summary to first year CSA 152 Cities.
20	County provides statement of accounts to each City for first tax collection period of fiscal year (December). Statement reflects year to date CSA 152 revenue collected from each City and its zone of benefit (incorporated city boundaries).
30	City prepares and submits to County a statement of expenses for City CSA 152/NPDES program.
February	
10	County receives expense statement of Cities and effects reimbursement to Cities. Reimbursement is limited to the amount of City CSA 152 revenue collected less County expenses as outlined in CSA 152 agreement. County shall submit to City on a quarterly basis County expenses for inclusion in City expense statement.
15	Deadline for City to notify County of proposed increase in City CSA 152 assessment rate.
March	
1	Cities and County finalize individual CSA 152 budgets and proposed BAU assessment rates.
10	Deadline for first year CSA Cities or Cities with CSA rate increase to submit information for CSA legal mailing of estimated assessments. Required information includes times, dates, appropriate addresses of public forum/offices including phone numbers and proposed BAU rate of City.
15	City CSA 152 budgets due to County for consolidation of overall CSA 152 budget.
15	County conducts BAU computer and print services of CSA legal mailings for first year CSA Cities and Cities with rate increases.
April	
1	County submits total CSA 152 budget for review and inclusion into overall County Budget.
10	Legal mailing date for estimated assessments on parcels for any new or proposed increases in City CSA 152 rates. County provides list of assessor parcel numbers and estimated assessments to those CSA Cities with new/increased rates.
10	Second installment of taxes/assessments due.

May	
1	County provides Cities with second statement of accounts for year to date City CSA 152 revenue collected.
10	Cities prepare and submit statement of expenses for reimbursement of CSA 152/NPDES program costs.
15	Cities with proposed increased CSA 152 assessments over the current year hold public forums to address City constituents and questions.
20	County reviews/approves expense statement of Cities and effects reimbursement to Cities.
June/July	County Board of Supervisors conducts public hearings on CSA assessments rates including CSA 152 rates or proposed rate increases. Changes may occur to CSA rates at discretion of Board.
July	
15	Reconciliation of statement of accounts for County and each CSA 152 City (zone of benefit). Balanced statement reflects total revenue collected for prior fiscal year. Cities may apply for balance to cover reimbursement of underfunded City NPDES expenses or balance is carried forward into next fiscal year within CSA 152 City account (zone of benefit).
July/August	County Board approves final County budget including CSA budgets. Budgets may change at the discretion of the Board.
September	First County and City tax/assessments bills of the fiscal year are mailed.
October	
15	Cities provided with update BAU summary and list of assessor parcel numbers and actual assessments.
October	Cities respond to taxpayer requests for parcel re-assessments or re-evaluations and forward recommendations and corrections to County.
November	
1	City provides BAU and assessor parcel corrections to County for updating in file.
December	
10	First installment of taxes and assessments due/collected by County for current fiscal year.

* Use schedule for CSA 152 planning purposes.

June 30, 1995

CITY COUNCIL MEETING
JULY 11, 1995

TO: City Council

FROM: Paul Toor, Public Works Director/City Engineer

SUBJECT: **RESOLUTION NO. 1995-125, "APPROVING THE BUDGET FOR CITY OF BANNING NPDES PROGRAM FOR FISCAL YEAR 1995-96"**

RECOMMENDATION: Adopt Resolution No. 1995-125:

I) Approving the budget for the National Pollutant Discharge Elimination System (NPDES) Program for fiscal year 1995-96 for an amount of $43,844.00.

II) Direct staff to coordinate with the County of Riverside to record assessments under CSA - 152 with estimated annual assessment Option A or Option B:

Option A) assess $3.85/BAU to find the program for fiscal year 1995/96.

Option B) to assess $1.79/BAU utilizing a portion of reserves collected under this program,

Option C) not assess any charges utilizing the reserves collected under this program and other revenues if needed.

JUSTIFICATION: It is essential to appropriate the funds for implementation of the NPDES program.

BACKGROUND: The National Pollutant Discharge Elimination System (NPDES) is a federally mandated program to control non-permit source of water pollution enacted as part of the Clean Water Act in 1987. The Federal government did not provide any funding for the program, assigning the responsibility to the cities and county to implement and fund the same. Local Agency Formation Commission (LAFCO) of the County of Riverside approved the formation of the community service area (CSA) 152 to fund the NPDES program. Riverside County Flood Control & Water Conservation District is the lead agency and all the cities are participating as co-permitees to coordinate the program effectively and to minimize the costs. The implementation of the program has been delayed due to extensive planning work involved and the Regional Quality Control Board is in the process of issuance of permit.

FISCAL DATA: Due to the delays in the implementation of the program, a small expenditure has been made during fiscal year 1994-95. The assessments for fiscal year 1994-95 were $4.72/BAU. Total

revenues collected as of June 1995 are $54,183 and total expenditure by the County charged to City is $7,185. In addition, there are some expenses incurred by the city which are minimal. Three options are proposed for City Council's review and approval. Under ***Option I***, all the budget amounts will be assessed city wide, setting an estimated annual assessment of $3.85/BAU. Under ***Option II***, a sum of $ 23,449, 50% of available cash balance will be utilized from the reserves collected in fiscal year 1994-95 resulting into annual assessments of $1.79/BAU. ***Option III***, it is proposed to use the reserves available from 1994-95 and does not call for any assessments for Fiscal Year 1995-96.

RECOMMENDED BY:

Paul Toor, Public Works Director/
City Engineer

APPROVED BY:

David C. Weitzel, City Manager

RESOLUTION NO. 1995-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE BUDGET FOR COUNTY SERVICE AREA 152 TO FUND CITY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM FOR FISCAL YEAR 1995-96

WHEREAS, the County of Riverside, by this Resolution No. 93-454 adopted December 21, 1993, annexed the City of Banning to its County Service Area (CSA) 152 at the City's request to meet the Environmental Protection Agency's requirement to obtain operating permits for discharges from storm drain systems and to pay for anticipated project costs that places an assessment on property owner's tax bills to fund expenditures required by the permit; and

WHEREAS, City staff has estimated the storm water management program requirements will cost the city approximately $43,844.00 annually; and

WHEREAS, a "Benefit Assessment Unit" is defined in the Riverside County Flood Control and Water Conservation District Manual, the portion of which defining Benefit Assessment Unit is attached as Exhibit 1 and by this reference make a part hereof; and

WHEREAS, this City Council has determined, based on staff's calculations, that annual assessments are anticipated to be approximately $ per Benefit Assessment Unit.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Banning hereby approves the annual budget for fiscal year 1994-95 NPDES program attached as Exhibit "A".

PASSED, APPROVED, AND ADOPTED this 11th day of July, 1995.

_____
Donald E. Smith, Mayor
City of Banning, California

ATTEST:

_____
City Clerk of the City of Banning

APPROVED AS TO FORM AND
LEGAL CONTENT:

_____

John F. Wilson
City Attorney

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing **Resolution No. 1995-125**, was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 11th day of July, 1995, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Marie Calderon, City Clerk,
City of Banning, California

EXHIBIT "A"

CITY OF BANNING
NPDES BUDGET FOR CSA 152
FY 1995-96

PERSONNEL - SALARIES AND BENEHTS **$14,424**

EACH CO-PERMITTEE OF THE MUNICIPAL NPDES PERMIT MUST SUBMIT ANNUAL PROGRESS REPORTS, ADMINISTER BMP PROGRAMS, PERFORM RECONNAISSANCE SURVEY, PREPARE ANNUAL BUDGET, AND PERFORM VARIOUS OTHER TASKS AS REQUIRED BY THE RWQCB.

ASSISTANT ENGINEER (57950 x .10)
PUBLIC WORKS INSPECTOR (48675 x .10)
ENGINEERING TECHNICIAN (37615 x .10)

STORM DRAIN SYSTEM INSPECTION **$4,600**

INITIAL INSPECTION (1200)
MAP EXISTING S.D. FACILITIES (2000)
WATER QUALITY TESTING (1000)
DOCUMENT VIOLATIONS (400)

DRAINAGE AREA MANAGEMENT PLAN (DAMP) **$8,650**

DAMP PREPARATION (RCFC & WCD)
IMPLEMENTATION OF BEST MANAGEMENT PRACTICES
INSPECTION FORMS FOR PUBLIC WORKS INSPECTOR (250)
ADDITIONAL CATCH BASIN MAINTENANCE (2000)
ADDITIONAL STREET SWEEPING (1800)
CATCH BASIN STENCILING (1500)
DEVELOPMENT OF GRADING ORDINANCE (1800)
DEVELOPMENT OF BMP MANUAL FOR NEW DEVELOPMENT (800)
SPOT INSPECTION OF COMMERCIAL/INDUSTRIAL
AREAS FOR ILLEGAL DUMPING (500)

EDUCATION **$5,700**

PESTICIDE TRAINING FOR CITY PERSONNEL (1200)
PERMIT TRAINING REQUIREMENTS FOR INSPECTORS, PLAN CHECKERS, ENGINEERS AND PLANNERS (500)
INSPECTOR TRAINING TO ENFORCE BMP'S (500)
UTILITY BILL INSERTS WITH INFORMATION ON IMPACTS FUEL SPILLS, ILLEGAL DUMPING, EROSION, ETC. (3500)

CONTINGENCIES 10%	**$3,340**
OThER	**$5,930**

LEGAL MAILINGS 29 X 7448 (2160) ASSESSOR LINE ITEM CHARGE .25 X 7448 (1870) RCFC & WCD BAU COMPUTER TIME (1900)

CSA ADMINISIRATION FEE	**$1,200**
TOTAL	**$43,844**
ESTIMATED BAU'S INCLUDING 10% DEFAULT RATE	11,368
ESTIMATED BAU RATE:	$3.85

TOTAL P.02

COUNTY SERVICE AREA 152 - NPDES

CITY OF BANNING ACCOUNT

FISCAL YEAR 94/95 - AS OF JUNE 23, 1995

1.	FY 94/95 Secured Tax Roll Revenue Fixed Charges		59,859	
2.	FY 94/95 City Parcel Paid Listing Revenue Collected[1]			54,183
	January	31,185		
	May	22,998		
	June	Due		
	July	Due		
3.	FY 94/95 City CSA 152 Expenses		7,185	
	Mailing	2,138		
	Assessor Line Charge	1,247		
	Flood BAU Charge	560		
	CSA Admin Fee	3,240[2]		
4.	FY 94/95 City of Banning NPDES Expenses To Date		0	
5.	Total City of Banning/CSA 152 Expenses			7,185
6.	Balance Available As of June 23, 1995			46,998

[1] Actual revenue collected/posted to City account.

[2] Admin Fee is 6% of projected FY 94/95 revenue - $54,000 ($3,240).

CSA 152 FY 95/96 PARCEL FEES/BUDGET

CSA 152 Zone	FY 95-96 Budget	New Revenue	FY 95/96 Parcel Fee*	Parcel Count	FY 94/95 Parcel Fee
CSA 152	3,596,000	3,531,383	—	507,647	—
Banning	54,000	54,000	~~$4.72~~ ?	9,773	$4.72
Cathedral City	167,000	167,000	$8.48	16,815	$8.48
Coachella	0	0	$0.00	3,844	n/a
Corona	223,000	223,000	$5.82	24,449	$5.82
Desrt Ht Srp	11,000	11,000	$1.57	9,385	$1.57
Indio	0	0	$0.00	12,347	n/a
La Quinta	105,000	105,000	$9.99	12,719	$9.99
Lake Elsinore	149,000	149,000	$13.88	12,000	n/a
Moreno Valley	387,000	387,000	~~$8.15~~ ?	38,648	$1.55
Murrieta	130,000	130,000	$10.00	13,708	$10.00
Norco	50,000	50,000	$5.78	6,404	$5.78
Palm Desert	0	0	$0.00	19,028	n/a
Palm Springs	337,000	337,000	$9.50	25,810	$9.50
Rancho Mirage	68,000	68,000	$4.68	10,230	$4.68
Riverside City	270,000	270,000	$2.83	65,626	$2.83
San Jacinto	45,000	45,000	$4.26	10,950	n/a
	1,996,000	1,996,000	—	289,988	
Riverside Co	1,600,000	1,430,383	$7.97**	218,260	$7.97
	3,596,000	3,531,383	—	507,647	—

* Parcel Fee is Benefit Assessment Unit (BAU) rate. FY 95/96 fees remain the same as FY 94/95 except for Moreno Valley ($8.15), Lake Elsinore ($13.88 - new CSA member) and San Jacinto ($4.26 - new CSA member).

** Riverside County has two zone rates per Board action Feb 1, 1994. Urban rate is $7.97 and rural rate is $4.09 for 27,000 parcels.

Post-it® Fax Note 7671 | Date 6/23 | # of pages ▶ 1
To Brian Coulter | From Colleen
Co./Dept. Bennie Pobre | Co. Lafco
Phone # 4[illegible] | Phone # 275-1127
Fax # | Fax #

TOTAL P.01

176

STATE OF CALIFORNIA - CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

PETE WILSON, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN • REGION 7
73-720 FRED WARING DR., SUITE 100
PALM DESERT, CA 92260
Phone (619) 346-7491
FAX (619) 341-6820

RECEIVED
MAY 02 1994
CITY ENGINEER

APR 2 8 1994

Bruce C. Daniels, City Manager
City of Coachella
1515 Sixth Street
Coachella, CA 92236

RE: Areawide Municipal Storm Water Program for the Coachella Valley

This letter is to inform you that the City of Coachella is required to finance a storm water pollution prevention program. Title 40 of the Code of Federal Regulations, Part 122, Section 26 (40 CFR 122.26) requires that a National Pollutant Discharge Elimination System (NPDES) Permit be obtained for discharges of storm water in areas designated by the Director of the NPDES Program. In a letter dated March 14, 1991, the Regional Board's Executive Officer designated the Whitewater River Basin Region as an area subject to the statutory requirements for municipal separate storm sewer system permits.

There is no question that the storm water program is federally mandated and support funding is not available. However, this program does provide significant benefits for the citizens of Coachella and all the citizens of the Coachella Valley. Many citizens are unaware that storm water runoff is a leading cause of water quality impairment throughout the nation. This program emphasizes pollution prevention, a common sense and much more cost effective approach, rather than cleaning up polluted storm water. Examples of such measures include public education, regulatory powers (e.g., ordinances), programs to detect illegal connections and discharges, and land use planning, all of which emphasize elimination of storm water pollution at its source.

Since all municipalities contribute to the cumulative storm water pollution problem, a cooperative, coordinated approach to its management and control is essential. For this reason, the ten cities in the Coachella Valley (including the City of Coachella), along with the County of Riverside, Riverside County Flood Control and Water Conservation District, and Coachella Valley Water District, have formed together as a group to be regulated under a single permit. Part 1 of the permit application was submitted on May 17, 1992, and Part 2 of the application is expected to be submitted on May 17, 1994. As a requirement of the Part 2 application, a fiscal analysis must be provided showing how the co-applicants will provide the operational and maintenance expenditures necessary to accomplish the activities specified in the storm water management program (40 CFR 122.26(d)(2)(vi)).

Most of the co-applicants of the permit have decided to finance their storm water programs through County Service Agreement 152 (CSA 152), a tax assessment on properties within the areas serviced by the agreement. It is our understanding that Coachella has decided to join CSA 152, but proposes not to assess a fee to

property owners within the City, thereby, generating no revenues to support the program.

Unless there is an alternative plan for financing, the City will be unable to effectively implement its storm water program. This could eventually lead to violations of the areawide municipal storm water permit for the Coachella Valley, which is expected to be adopted by the Regional Board in early 1995. Violations of this permit could lead to significant enforcement action by the Regional Board against the City including issuance of a Cease and Desist Order, administrative imposition of civil monetary liability, or referral to the Attorney General for judicial assessment of up to $50,000 per day of violation, in addition to injunctive relief.

Please submit a response to this letter by May 17, 1994, indicating the action(s) the City of Coachella intends to take to finance its storm water program.

If you have any questions or comments regarding this letter, please contact Vincent Christian of the Regional Board staff at (619) 776-8933.

PHIL GRUENBERG
Executive Officer

VC/ci

cc: All co-applicants (see attached list)
Elizabeth Jennings, OCC
Bruce Fujimoto, DWQ
Mike Cohen, CVAG
Jennifer Cohen, Woodward and Clyde
Gilbert Rangel, County of Riverside, Administrative Office

File Ref: STW MUN GC 1.0

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

ITEM: 19.1
(ID # 25313)
MEETING DATE:
Tuesday, July 09, 2024

FROM : OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Public Hearing on the Adoption of Resolution No. 2024-117, County Service Area Charges for Fiscal Year 2024-2025. All Districts. [$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a Public Hearing to Allow Public Testimony Regarding Enactment of the Proposed County Service Area Charges for Fiscal Year 2024-2025, as Shown in Exhibit A of Resolution No. 2024-117; and

2. At the Close of the Public Hearing, Adopt Resolution No. 2024-117, a Resolution of the Board of Supervisors of the County of Riverside Adopting Charges for Extended Services Provided in County Service Areas for Fiscal Year 2024-2025.

ACTION:Policy

Suzanne Holland
Suzanne Holland, Director of Office of Economic Development 6/20/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	July 9, 2024
xc:	OED

Kimberly A. Rector
Clerk of the Board
By: Maomy Li
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$0	$0	$0	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: N/A			**Budget Adjustment:** N/A	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The State legislature enacted the County Service Area Law to provide broad statutory authority for county Boards of Supervisors to County Service Areas (CSA) as a method to finance and provide needed public facilities and services within unincorporated areas of the county. Pursuant to Riverside County Ordinance No. 573 and Government Code section 25215 et seq., the proposed fiscal year 2024-2025 charges are attached as Exhibit A. County Service Areas provide municipal services to residential neighborhoods such as landscape maintenance, street lighting, street sweeping and road maintenance. The services each community receives are determined during the planning phase of new development, and the cost associated with providing those services are unique to each community. All new residential development is required to prepare an engineer's report that allows for annual adjustments by the greater of two percent or the cumulative percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), as applicable. Rising utility costs for electricity, water, and trash services as well as increases in labor costs require some CSA charges to increase to ensure the successful delivery of municipal services. Further, Riverside County Ordinance No. 573 Section 3 sets the parameters for the annual setting of charges for CSAs. A written report of (1) the extended services provided in the County by county service areas, and each county service area extending each such service, (2) each parcel of real property within each county service area, and which extended services each such parcel receives, and (3) the amount of charge to each such parcel for each extended service provided thereto. At the public hearing the Board of Supervisors shall hear and consider all objections and protests, if any, to the report. At the conclusion of the hearing, the Board of Supervisors may by resolution adopt, revise, change, reduce, or modify any charge and shall make a determination upon each charge as described in the report.

Impact on Residents and Businesses

County Service Areas allow communities in unincorporated areas to pay for and receive specific municipal services. These services are unique to each community and offer a quality-of-life enhancement.

ATTACHMENT

- ☐ Resolution No. 2024-117
- ☐ Exhibit A – Proposed County Service Areas Charges

Scott Bruckner 6/28/2024

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel 6/27/2024

RESOLUTION NO. 2024-117

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE ADOPTING CHARGES FOR EXTENDED SERVICES PROVIDED IN COUNTY SERVICE AREAS FOR THE FISCAL YEAR 2024-2025

FORM APPROVED COUNTY COUNSEL
BY: STEPHANIE K. NELSON DATE 6/25/24

WHEREAS, pursuant to California Government Code section 25215.4, the Board of Supervisors (the "Board") is permitted, by resolution or ordinance, to establish user fees, rates, or other charges that are not property-related and to collect said fees, rates, or charges for the services and facilities that the County Service Area ("CSA") provides;

WHEREAS, Section 2 of Ordinance No. 573 of the County of Riverside provides that all parcels of real property within the boundaries of a CSA shall be subject to a charge for each extended service provided in the service area, and that all such charges shall be computed on the basis of benefit conferred to each parcel, without regard to the assessed value of such parcel;

WHEREAS, Section 6 of Ordinance No. 573 ordains the Board of Supervisors, for every fiscal year, to determine the nature, extent and cost of the extended services to be provided by and within each County Service Area, in conjunction with the proceedings for adoption of the budget for the County;

WHEREAS, Section 6 of Ordinance No. 573 further provides that the rate of charge for each service shall be computed by dividing the net cost of each such service by the total number of parcels in the service area receiving the particular service;

WHEREAS, Ordinance No. 573 requires that the Board of Supervisors conduct a public hearing to hear and consider testimony regarding extended services and charges to be applied within County Service Areas within the County of Riverside;

WHEREAS, any person affected by the proposed charges may submit written comments to the Clerk of the Board before the hearing or may appear in support of, or opposition to, the proposals at the time of the hearing; and

WHEREAS, a public hearing pursuant to Government Code Section 25215 et seq. was conducted by this Board of Supervisors on July 09, 2024, to determine the appropriate charges for the fiscal year 2024-2025 shown on Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on July 09, 2024, at 9:30 am or soon thereafter in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that the County Service Area charges as shown on Exhibit "A" attached hereto and incorporated herein by reference are adopted for fiscal year 2024-2025.

////

Chair of the Board of Supervisors

Chuck Washington

ATTEST:

Kimberly A. Rector

Clerk to the Board of Supervisors

By: _____

Deputy

Board of Supervisors **COUNTY OF RIVERSIDE**

RESOLUTION NO. 2024-117

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

ADOPTING CHARGES FOR EXTENDED SERVICES

PROVIDED IN THE COUNTY SERVICE AREAS

FOR THE FISCAL YEAR 2024-2025

ROLL CALL:

Ayes:	Jeffries, Washington, Spiegel, Perez, and Gutierrez
Nays:	None
Absent:	None

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

KIMBERLY A. RECTOR, Clerk of said Board

By: Naomy Li
Deputy

07/09/2024 19.1

COUNTY SERVICE AREA CHARGES
EXHIBIT A

The report below reflects the extended services currently provided along with the assessment range from lowest to highest. The exact charge and extended services provided for a particular parcel may be obtained by calling the Office of Economic Development at 866.504.2067.

CSA#	SERVICES PROVIDED	PARCELS[(1)]	FY 2024-2025[(2)]
1	Lighting	83	$12.28
13	Lighting	166	$9.36
22	Lighting	483	$1.76 to $45.95
27	Lighting	432	$20.66 to $79.80
36	Lighting, Park & Recreation	3,565	$35.00
43	Lighting	379	$13.20 to $91.64
*51	Lighting, Water, Sewer	169	$529.00 to $59,700.00
59	Lighting	70	$21.02
62	Lighting, Water, Sewer	331	$60.00
69	Lighting	3,214	$7.54 to $246.55
84	Lighting	2,360	$39.34 to $109.95
*85	Lighting, Park Maintenance	3,310	$20.00 to $338.58
87	Lighting	621	$32.32 to $88.84
89	Lighting	457	$51.70
91	Lighting	2,606	$51.24 to $79.39
94	Lighting	49	$6.04
*97	Lighting	1,054	$18.06 to $3,486.37
103	Lighting	11,919	$27.10 to $136.45
104	Roads	1,311	$65.00
105	Roads	395	$125.00
108	Roads	151	$85.00
113	Lighting	12	$55.00
115	Lighting and Road Maintenance	569	$34.35
117	Lighting	598	$12.17 to $225.72
*121	Lighting, Drainage Basin	4,900	$7.38 to $373.06
122	Lighting, Water	404	$110.00
124	Roads	547	$5.00
*126	Lighting, Landscaping, Park & Rec, Sheriff	3,246	$120.00 to $8,021.52
128E	Roads	432	$75.00
128W	Roads	113	$75.00
132	Lighting	3,199	$22.43 to $229.88
*134	Lighting, Landscaping, Park & Recreation	7,216	$28.86 to $1,707.81
135	Lighting	209	$6.52 to $68.08
142	Lighting	258	$31.50 to $111.31
*143	Lighting, Landscaping, Park & Recreation	3,971	$98.14 to $14,749.24
146	Street Lighting	33	$124.50
149	Roads	1,541	$200.00 to $292.98
*149A	Landscaping	46	$3,352.21 to $4,176.49
*152	NPDES	73,005	$3.06 to $4,597.98
152	Drainage Basin	5,895	$42.75 to $839.76
152B	Regional Sports Facilities	2,152	$250.00 to $996.16
152 NPDES	City of Corona	39,610	$10.00 BAU
	City of Desert Hot Springs	9,373	$10.00 BAU
	City of Lake Elsinore	19,462	$13.88 BAU
	City of La Quinta	22,323	$9.98 BAU
	City of Moreno Valley	47,083	$8.14 BAU
	City of Murrieta	32,677	$10.00 BAU
	City of Norco	7,180	$10.00 BAU
	City of Palm Springs	28,977	$9.50 BAU
	City of Rancho Mirage	13,782	$4.68 BAU
	City of Riverside	71,994	$10.00 BAU
	City of San Jacinto	13,505	$10.00 BAU

1. The actual parcels / lots may change depending upon parcel splits / changes.

2. The exact charge for a particular parcel may be obtained upon request by calling the Office of Economic Development 866.504.2067.

*These CSAs include residential, multi-family and commercial parcels

- Zen City Website updated on September 30, 2024 to include a new CSA 152 Storm Water Assessment Project Page, Public Meeting Dates, September 24, 2024 City Council Workshop Information and FAQ sheet



County Service Area 152 (CSA 152) Storm Water Assessments

PUBLIC WORKS

As part of our ongoing commitment to maintaining a safe and vibrant Banning, we are exploring existing plans to sustain and improve the vital infrastructure of our city. One initiative currently under consideration is the reestablishment of the CSA 152 Storm Water Assessment, a measure initially introduced and approved by our City Council back in 1994 to offset costs associated with our mandatory storm water compliance requirements.

The National Pollutant Discharge Elimination System (NPDES) is a federally mandated program to control non-point sources of runoff pollution. The California Regional Water Quality Control Board, Colorado River Basin, Region No. 7, in implementing the U.S. Environmental Protection Agency's storm water NPDES Permit program, requires that the Districts and Incorporated Cities within the Whitewater River Basin obtain a joint permit to discharge storm water into the various storm channels and washes throughout the Whitewater River Watershed area. Therefore, the City of Banning is mandating by its NPDES Permit to meet state and federal storm water discharge requirements.

The City of Banning is required, through Best Management Practices (BMPs), to implement practices within our community which reduce pollutants entering into the storm drain system to the maximum extent practicable. The major components of the existing and upcoming 2025 NPDES Permit to implement the BMPs include: project management, attendance at Desert Task Force meetings, record keeping and Annual Report preparation; illegal dumping and illicit connection detection, inspection, spill prevention and cleanup activities; commercial and industrial facilities inspections (dozens per year) and the review of all City issued business licenses for SB 205 compliance; implementing land development and plan review procedures including plan check, preparing Conditions of Approval, reviewing erosion control plans and WQMPs and ensuring post construction self-inspections are performed annually by required businesses; enforcing and implementing construction activities requirements of City and private development projects including construction site inspections, review of developer's BMPs, erosion control plans and SWPPPs (Stormwater Pollution Prevention Plans), and ensuring compliance with the Regional Board's Construction General Permit requirements; maintaining City facilities, including the City Corporate and Water Yards and Fire Station, and storm drains and performing inspections and maintenance, removing trash and debris from the storm drain system, and from roads through street sweeping; and implementing public education and outreach programs by providing brochures to the public at City events and at the public counter, to businesses and contractors through inspections and storm water training of municipal staff.

The NPDES program costs the City about $300,000 annually to manage the current NPDES Permit. The new 2025 NPDES Permit will cost more due to new requirements. One way to generate revenue for the program would be to reinstate a "grandfathered" assessment from 1994, called the CSA 152 NPDES assessment. This storm water assessment is currently collected by the County on behalf of a number of participating cities via property tax bills.

Dues to the fact that assessments have not been collected from properties in the City since FY 1994/95, the funding source for the NPDES program is now absorbed by City of Banning's Streets Department. Since expenses will continue to rise, the CSA 152 assessment is needed to help offset some of these costs. If it is not implemented, the General Fund may be used and impact the budget of other programs. A municipal special district financing consultant will be hired to prepare the Assessment Report and perform the BAU calculations and will determine the estimated revenue to be collected from the assessment. A very rough estimate would be between $75,000 and $110,000/year, which would substantially help with the NPDES program costs.

In late 1992, the County of Riverside annexed the City of Banning into its County Service Area (CSA) 152. The City, acting through the County and CSA 152, is able to collect an assessment on individual parcels within the City that contain a structure. Each parcel is assigned a certain number of "Benefit Assessment Units" or "BAUs." For instance, a single-family home, regardless of its size, is assigned one BAU, while commercial property is assigned 12 BAUs per acre. One BAU costs the property owner $4.72/year. Vacant and undeveloped land is exempt, regardless of its land use code. **A homeowner will pay $4.72/home/year.**

In an effort to safeguard our scenic city and streamline the crucial responsibility of our Public Works Department, we are giving due thought to reinstatement of this assessment. It aims to financially fortify our measures towards storm water compliance, issued forth by the Environmental Protection Agency (EPA), the State of California Water Resources Control Board and our localized Colorado River Basin Regional Water Quality Control Board. As a community, we have the ability to join forces and ensure our unique environment's

" The City of Banning is looking for the community's input as the City Council is considering the reinstatement of the CSA 152 assessment for mandatory storm water programs. There will be opportunities on this forum and other public meetings for the community to provide feedback for City Council's consideration before formal action is taken. The proposed assessment would be $4.72 per house/per year on the annual property tax assessments."

Nate Smith
Deputy Director of Public Works/City Engineer

PROJECT PHASES

Public Outreach
October 2024 - November 2024

City Council Consideration of Reinstatement
December 2024 - December 2024

Implementing Council Actions (if adopted by City Council)
January 2025 - June 2025

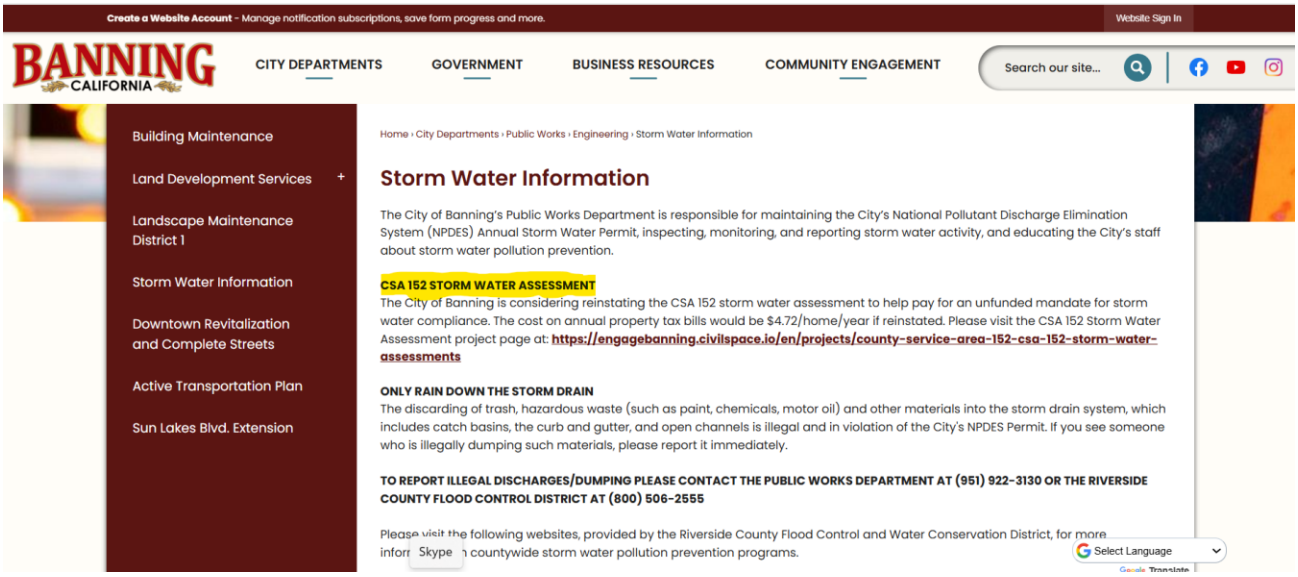
1st Assessment (If adopted by City Council)
December 2025 - December 2025

IMPORTANT DATES

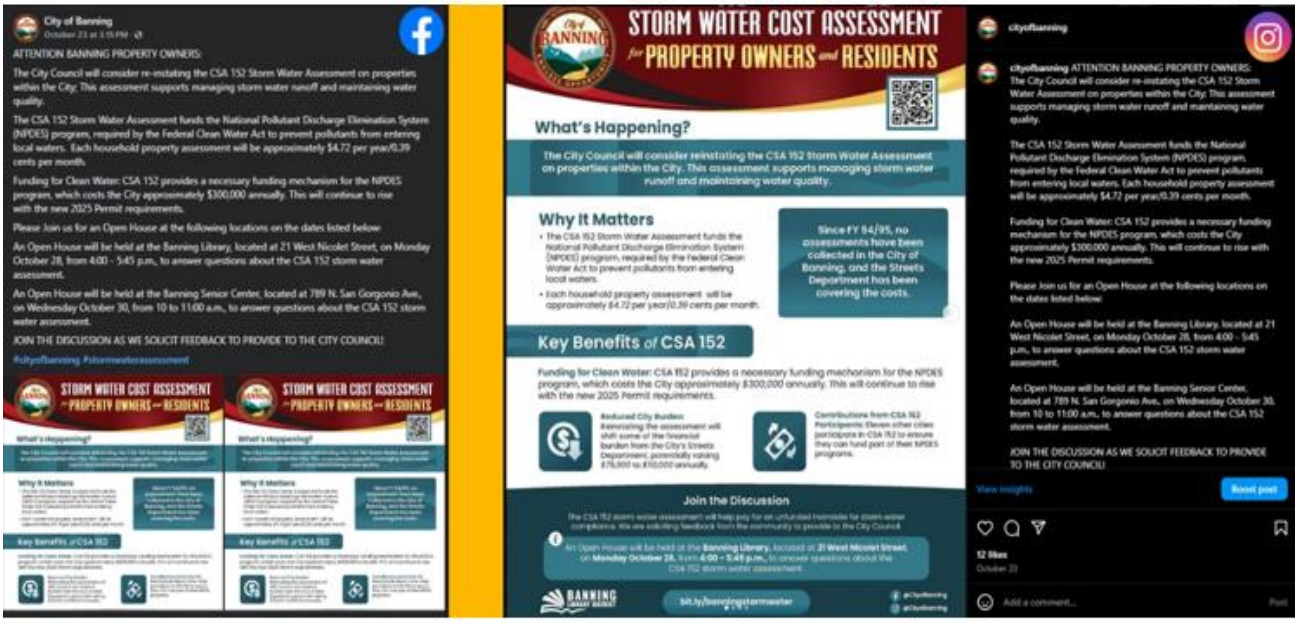
October 28, 2024
CSA 152 Storm Water Assessment Consideration, Open House at the Banning Library, from 4 pm to 5:45 pm

Come visit the Open House held on Monday, October 28th, from 4 pm to 5:45 pm, at the Banning Library located at 21 West Nicolet Street, to learn about the consideration of the reestablishment of the CSA 152 Storm Water Assessment. This measure was initially introduced and approved by our City Council back in 1994 to offset costs associated with our

- City Website updated on October 23, 2024, to include CSA 152 Storm Water Assessment, with direct link to Zen City Project Page



- Advertisement of Public Outreach Events at the Banning Library and Senior Center, flyers were dropped off at each location advertising the Open House meetings and the City Posted Facebook and Instagram Posts on October 23, 2024:



October 23, 2024 Facebook and Instagram Posts

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **The Press-Enterprise** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(951) 368-9229**.

Notice ID: 5jMPRhfp8FtghpTA4RNC | **Proof Updated: Oct. 08, 2024 at 03:46pm PDT**
Notice Name: RFP # 24-086 MUNICIPAL ASSESSMENTS SERVICES

FILER	FILING FOR
angelo heidt aheidt@banningca.gov (951) 922-3121	The Press-Enterprise

Columns Wide: 4

Ad Class: Legals

10/11/2024: Notice for Bids	136.77

Subtotal	$136.77
Tax %	0
Total	**$136.77**

See Proof on Next Page

CITY OF BANNING Request for Proposal Advertisement RFP # 24-086 Project: **MUNICIPAL ASSESSMENTS SERVICES TO REINSTATE COUNTY SERVICE AREA (CSA 152) STORMWATER ASSESSMENT.** Bids due online only, BEFORE 11:59pm Local time on October 30, 2024, Visit the City's online bidding website for inquiries, details, instructions, and bid openings at: \www.banningca.gov/bids.
The Press-Enterprise
Published: 10/11/24



Webb MUNICIPAL FINANCE

Proposal to Provide Municipal Assessments Services to

REINSTATE COUNTY SERVICE AREA CSA 152 STORMWATER ASSESSMENT

October 30, 2024

Prepared for:

City of BANNING — INCORPORATED 1913 — ENDLESS OPPORTUNITY

webbmfinance.com

3788 McCray Street
Riverside, CA 92506

951.686.1070

Webb
MUNICIPAL FINANCE

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REINSTATE COUNTY SERVICE AREA CSA 152

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COVER LETTER

Webb
MUNICIPAL FINANCE

3788 McCray Street
Riverside, CA 92506
951.686.1070

webbmfinance.com
DIR: 1000061305

October 30, 2024

Barbara Mason, Purchasing Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Quotes: Municipal Assessments Services to Reinstate County Service Area 152 Stormwater Assessment

Dear Ms. Mason,

Webb Municipal Finance, LLC (WMF) would like to express our enthusiastic interest to continue partnering with the City of Banning to provide Municipal Assessment Services to Reinstate the CSA 152 Stormwater Assessment. Our statement of qualifications reflects an experienced technical team strong in all consulting services required for your various projects. WMF is confident we can tailor solutions to meet your needs and develop a strong relationship moving forward. Our extensive experience in administration services has helped us successfully complete similar projects for public agencies such as the Cities of Desert Hot Springs, Riverside, and Norco. Our track record speaks for itself, and we are confident that we can bring significant value to the City of Banning.

Our approach is deeply collaborative, ensuring that we work closely with our clients to understand their unique needs and challenges. For your project, we aim to bring this same level of dedication and partnership. With an eye on the specific deliverables you outlined, including data collection, calculation of BAUs, parcel identification, and more, WMF is prepared to leverage our skills and resources to contribute to your success.

As President/Managing Director and Chief Compliance Officer, I offer my personal commitment to provide the City of Banning the best resources and services available. If you have the need to talk to me at any time, either before or after your selection decision, please call me at my direct number at 951.320.6087, or you can email me at hschoeppe@webbmfinance.com.

WMF intends to perform the services and confirms that all elements of the RFP have been reviewed and understood. WMF confirms its willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement without exception.

Sincerely,

Heidi Schoeppe

Heidi Schoeppe | Registered Principal Municipal Advisor Representative
President/Managing Director, Chief Compliance Officer
hschoeppe@webbmfinance.com | 951.320.6087



B. STATEMENT OF UNDERSTANDING AND APPROACH

STATEMENT OF EXPERIENCE

WMF supports agencies in recovering lost revenues in CSA 152 through advanced GIS and KML mapping techniques, which accurately delineate city boundaries and monitor real-time parcel development. Additionally, WebbSTAR, our proprietary software, effectively helps manage parcel data, facilitating the recognition of parcel splits, merges, and any changes in land use or ownership, ensuring that all relevant information is systematically captured and utilized.

PROJECT TEAM QUALIFICATIONS

- Our team leads, Heidi Schoeppe and Charmaine McCarvel, have over 40 years of combined experience providing similar services to other public agencies throughout Southern California
- Key personnel will be available as proposed for the duration of the project

QUALITY ASSURANCE

QA/QC is a core value at WMF that shapes our unique project management approach. Reinforced by experience and commitment to best practices, our QA/QC standards provide optimal results. WMF maintains a high level of quality assurance by following the protocols outlined below.

1. Communication Open Dialogue - Communication between team members and City Staff is critical for project success. WMF coordinates with our clients to set goals, procedures, and expectations, and to be an expert resource for any challenges that may arise. At the start of a project, we evaluate and confirm the preferred methods of communication with your staff. WMF then uses the established methods of communication throughout the project, improving the time it takes to develop quick and efficient resolutions in case an issue arises.

2. Compliance Government Codes and Regulations - To ensure proper compliance is maintained, WMF stays current and compliant with the California Streets and Highways Code Landscape and Lighting Act of 1972, Proposition 218, the Benefit Assessment Act of 1982, as well as any case laws that affect the formation or administration of these Districts and other state and federal requirements.

STATEMENT OF UNDERSTANDING AND PROJECT APPROACH

Task 1: Project Management and Administration

Project Management

WMF will be responsible for managing the project activities throughout the contract, including managing the schedule, budget, setting up meetings, and managing the project team. WMF will ensure that the Assessment Roll and Summary Report meet all applicable State, Riverside County, and local requirements for the levy of assessments.

Kick-off Meeting

This meeting aims to coordinate with the City to review the scope of the project and understand the specific goals, components, and criteria to meet the City's needs. We will also establish the City's preferred method of communication. To achieve this, WMF will coordinate with City Staff to establish a schedule and prepare a timeline, based on the City's

scheduling requirements, outlining key dates, events and responsibilities adhering to statute requirements. We will review the timeline with City Staff and make adjustments as needed. We will also discuss our role in the project, progress reporting, scheduling and invoicing, key milestones, and potential data needed from the various City departments.

Project Milestones/Monthly/Additional Meeting

WMF will prepare a project execution schedule listing the major milestones to the City of Banning for approval. WMF will prepare regular progress reports and meeting Agendas and Minutes for the City of Banning Staff each month. In addition to the kick-off meeting, WMF will attend three (3) monthly meetings, a meeting to go over final submittals and, if requested, a meeting to present the Final Assessment and Summary Report to the City Council, as well as attending the City Council Meeting approving the Resolution authorizing the levy.

Task 2: Public Participation Assistance

Community Outreach

WMF will coordinate with City Staff to engage the residents with proven approaches for outreach. WMF will attend three (3) in-person meetings with stakeholders and provide parcel and property owner details and information to the City's Public Information Officer (PIO) for public notices, flyers, and social media posts he will prepare.

Property Owner Services

WMF will serve as the initial and primary contact to City Staff, property owners and other interested parties for inquiries regarding CSA 152. The City may also refer to WMF, property owners, title companies, and other interested parties with inquiries.

Task 3: Data Collection and Research Parcels Within City Boundaries

WMF will create and maintain a comprehensive parcel database for all the parcels within the City's boundaries using our proprietary software, WebbSTAR™, the latest assessor's parcel maps and secured tax roll information from the Riverside County Assessor's Office and Geographic Information System (GIS) shape files for our in-house GIS platform. The database will include all data related to each Assessor's Parcel Number, including, but not limited to, acreage, classification, land use code, development status, Benefit Assessment Units (BAU), property owner information, situs and mailing address, and tract and lot information.

Task 4: Calculate BAUs, Levy Amounts and Preparation of Roll and Summary Report

WMF will calculate and determine BAUs and the levy amounts, based on the type of property/land use and development status/area, as described in County Ordinance No. 573 for all assessable properties within the City of Banning limits. WMF will prepare a levy submittal file in the format required by the Riverside County Assessor's Office. The levy will be summarized in a Draft Assessment Roll and Summary Report for City Staff to review by mid-April of 2025. The Summary Report and Assessment Roll will be revised as needed in accordance with the City Staff's review comments and changes.

Task 5: Submittal of Initial and Final/Resubmittals Levy Roll, Preparation of Required Documents and County Coordination

WMF will submit the final Assessment Roll and Summary Report to the City who will then submit it to the Riverside County Economic Office, who administers the CSA 152 assessments. WMF will research any rejected PINs by the County Assessor's Office and resubmit the levy as appropriate. WMF will advise and assist the City with any County required staff report, resolution, authorized personnel letter, Prop 218 compliance, etc. required for the CSA 152 reinstatement of assessments and County deadlines. WMF will answer any questions the County or public may have regarding this first initial levy through August of 2025. If requested, WMF will present the Final Assessment and Summary Report to the City Council via a workshop or City Council meeting and answer any questions.

Task 6: Optional

Additional Services

In-House Technology: WMF uses our innovative GIS technology and our proprietary software, WebbSTAR™, to ensure the accuracy of our work products. We use GIS technology to create Audit maps of the District as well as KML files that link directly to Google Earth and allows the City to view the parcels in the district and drill down to the parcel level for the classification and levy information. WebbSTAR™ was designed as a database management system to provide administrative services for property-related fees, assessments, charges, and taxes. Throughout the project we use WebbSTAR™ to store all data including complete parcel information, generate levies, and reporting. Our new client portal feature allows the City to access reports and parcel-related data in real-time.

PROJECT SCHEDULE

Description	Due Date	Party Responsible
WMF schedules a kickoff meeting with City staff to review project scope, go over key milestones and confirm schedule of deliverables.	January 2025	City Staff, WMF
WMF will create a database of all parcels in the City and assign each parcel a land use classification, Benefit Assessment Unit (BAU), and levy amount.	January 2025	WMF
WMF will schedule and attend monthly progress meetings with City staff as well as prepare Agendas and Minutes for all meetings.	TBD	City Staff, WMF
WMF will provide details and information to the City's Public Information Officer (PIO) for public notices, flyers, and social media posts.	TBD	WMF
WMF will attend three community outreach meetings.	TBD	City Staff, WMF
WMF will assist the City with the staff report and resolution, approving the budget and rates.	March 10, 2025	City Attorney, WMF
City Council adopts Resolution approving the budget and Benefit Assessment Unit Rate (charges) for Fiscal Year 2025-26.	March 25, 2025	City Council, City Staff, WMF
WMF prepares and submits a Request to Establish a New Fixed Charge Fund Number Form.	March 28, 2025	WMF
WMF sends a PDF copy of the adopted Resolution and Proposition 218 Letter to EDA via e-mail.	No later than April 4, 2025	WMF
WMF provides the City with a Draft Assessment Roll and Summary Report for review.	April 10, 2025	WMF
WMF provides City with an excel spreadsheet that contains all APNs and charges to be enrolled (levied) for CSA 152 for Fiscal Year 2025-26.	No later than April 18, 2025	WMF
EDA submits the Fiscal Year 2025-26 enrollment (APNs and charges) to the Riverside County Auditor-Controller.	July 2025	EDA
City Staff receives the Fiscal Year 2025-26 Revenue District Fixed Charges Inserted/Rejected report from EDA and forwards the list to WMF to research the parcels that were rejected.	July through August 2025	City Staff, WMF
WMF researches the rejected parcels and submits an Excel spreadsheet with new APNs and charges to the City.	August 2025	WMF
EDA submits the new APNs and charges that were discovered as a result of the rejected parcel research to the Riverside County Auditor-Controller.	August 2025	EDA
WMF provides the City with a Fiscal Year 2025-26 Final Levy Detail Report.	August 2025	WMF

SUMMARY & CLOSURE

WMF has a highly qualified team of professionals with extensive experience in projects very similar to the City's needs. Our work plan is to always provide cost-effective and high-quality customer service to all our client's projects. WMF's project manager and the WMF Team proposed are confident this approach meets and exceeds the City's expectations.



C. COMPANY INFORMATION



FIRM SPECIFICS

Legal Name:
Webb Municipal Finance, LLC

Legal Form:
Limited Liability Corporation

State of Incorporation:
California

Established:
January 18, 2018

MSRB ID:
#K1229

Authorized to Sign (Main Contact):
Heidi Schoeppe
3788 McCray Street
Riverside, CA 92506
951.320.6087
hschoeppe@webbmfinance.com
webbmfinance.com

Additional Office Location:
41870 Kalmia Street #160
Murrieta, CA 92562

In 2018, **Webb Municipal Finance, LLC (WMF)** became a separate entity from Albert A. Webb Associates (WEBB) due to the rules imposed by the U.S. Securities Exchange Commission (SEC) requiring firms and consultants providing certain types of services to municipal agencies to register with the SEC and Municipal Securities Rulemaking Board (MSRB). In compliance with the SEC's ruling, and to ensure our ability to continue providing comprehensive services to our clients, WEBB took measures to transition the Municipal Finance Department to this new entity, now known as Webb Municipal Finance, LLC (WMF). As a registered Municipal Advisor Firm, we are regulated and have a fiduciary duty to our clients above that of any non-registered firm.

Our team of **11 Associates** is comprised of senior-level staff, multiple Registered Municipal Advisors Representatives, and experts who have dedicated their careers to assisting communities build the necessary services and infrastructures through special financing districts.

Our robust list of services, proven experience in all areas of municipal finance, and excellent project management approach, coupled with our mission of "integrity in our dealings with clients, staff, public officials, and the public," is what makes WMF the absolute right choice to provide efficient and fluid management for all projects.

LITIGATION

WMF has no litigation history related to the provision of services within the last five (5) years. We are committed to delivering high-quality work, adhering to industry standards, and maintaining excellent client relationships. This track record of success demonstrates our focus on risk management, clear communication, and effective project execution.



D. COMPANY PERSONNEL

Organizational Chart

PRINCIPAL-IN-CHARGE

Heidi Schoeppe
President/Managing Director & Chief Compliance Officer
Years of Experience: 20
Contact Number: 951.320.6087

PROJECT MANAGER

POINT-OF-CONTACT

Charmaine McCarvel
Assessment Manager
Years of Experience: 20
Contact Number: 951.320.6069

PROJECT SUPPORT

ASSISTANT PROJECT MANAGER

Nadia Benali
Senior Assessment Associate
Years of Experience: 16
Contact Number: 951.830.1591

GIS SPECIALIST

Joshua Norris
Finance Analyst
Years of Experience: 5
Contact Number: 951.248.4296

WMF's collaborative approach fosters relationship-building with your staff, allows for ease in discussion of any potential issues that may arise, and immediately provides quick resolutions. We are experts in the area of California Code and are able to provide progressive solutions in concert with all laws and regulations within the industry. This improves overall project management, reduces the opportunity for mistakes and delays, and allows our staff to provide effective and efficient services. **All WMF Key Team Members are involved in every project and are available for comments, questions, and discussions at any frequency as requested. No key personnel will be substituted without the City's consent.**

Project Manager Overview
Charmaine McCarvel

Assessment Manager

cmccarvel@webbmfinance.com | 951.320.6069

- Charmaine has had the pleasure of working with the City of Banning on past projects and has built a strong rapport with the City Staff members she assisted
- Charmaine has a wealth of experience collaborating with public agencies to implement new charges, focusing on effective public outreach strategies - Her expertise includes engaging stakeholders, communicating changes clearly, and ensuring community understanding of new initiatives
- Charmaine demonstrates strong leadership skills and a keen attention to detail, ensuring that project timelines are adhered to and that all documents are thoroughly reviewed for accuracy



Knowledge, experience, and responsiveness are key elements of a strong team needed to exceed the City's goals and expectations for this project. WMF has a team of professionals that will deliver these key elements to your project. The assembled team has a long history of working together, which increases communication and efficiency when managing projects for the City.

Charmaine McCarvel, will serve as Project Manager and will be the City's primary point-of-contact for all scope of work tasks deliverables. **Heidi Schoeppe**, will be Principal-in-Charge for the City. Heidi will be the direct point-of-contact with the City for all contractual matters and will focus on resolving any critical contract issues as soon as they are identified. Charmaine as the Project Manager is responsible for ensuring customer service needs are met, including on-time performance and delivery of all project deliverables. Charmaine has over 20 years of experience working on Special District projects and multiple public agency projects throughout California.

Our assigned project team consists of senior-level professionals who will perform the required tasks for the City. By taking this approach, an experienced professional always has in-depth and intimate knowledge of each project task. This improves overall project management, reduces the opportunity for costly mistakes and delays, and allows our staff to provide very effective and efficient service to you.

Coordination is critical for your projects. Our team has the experience needed to handle multiple tasks at the same time and the capability to target our skill sets to each task. This translates into a quick turnaround, efficient execution, and better time management.



Heidi Schoeppe

President/Managing Director, Chief Compliance Officer

Registered Principal Municipal Advisor Representative

Heidi Schoeppe is a leader in the development of innovative solutions for the formation and administration of special financing districts for municipalities throughout California. Due to her technical skills and sound approach, Heidi serves as a professional resource to her clients, associates, and finance teams.

Speaking at conferences throughout California, informing clients on proposed and enacted legislation, and being called upon as an expert consultant to financing teams, allows her the opportunity to provide her clients and team with the most up-to-date information in the field of special financing districts with a focus on the needs of her clients and their constituents.

With over 20 years in the field, Heidi has managed infrastructure and services special financing district formations and has participated in numerous bond financing and refinancing projects totaling more than $1 billion in debt issuance, providing significant savings to her clients and their constituents. Heidi has authored disclosure, debt, and land secured special financing district policies, staying in front of legislative updates to ensure her clients are receiving sound advice. Heidi specializes in providing full program management, formation, administration, annexation, district auditing, constituent relations, and consulting services including Proposition 218, Landscaping and Lighting Act of 1972, Municipal Improvement Act of 1913, Improvement Bond Act of 1915, and Mello Roos Act of 1982, and Benefit Assessment Act of 1982.

Formation, Administration, and Annexation Services, City of Desert Hot Springs - Heidi serves as the Principal-In-Charge and is responsible for overseeing all Special District Services for the City of Desert Hot Springs' Districts. These Districts include County Service Area 152, the Citywide Landscaping and Lighting District, Drainage Benefit Assessment District containing 17 zones, Landscape Maintenance District containing 18 zones, two Community Facilities Districts, two Public Safety Measure Tax Districts (includes fire, paramedic and police services), and three tax roll billings for disposal and nuisance abatement services. Services provided in relation to these Special Financing Districts include Preliminary and Final Engineer's Reports, Proposition 218 balloting proceedings, delinquency management, prepayment calculation and analysis, bond redemption analysis and preparation, annual budget preparation, fund balance analysis, City Council resolutions and staff report preparation, mapping and exhibits preparation, attendance of City Council meetings, tracking parcel/district development, levy audit map preparation, Continuing Disclosure and CDIAC Reporting preparation and filing, annual reporting, property owner services, and various other special projects on an as needed basis. Annexation services include the review of improvement. plans and maintenance quantities, establishment of appropriate maintenance categories, the preparation of cost estimates, and special tax rate per residential unit or acre.

Years of Experience:
20 Years

Education:
MS, Finance
San Diego State University

BS, Business Administration
California State University, San Marcos

Affiliations:
California Society of Municipal Finance Officers (CSMFO)
Vice Chair for Communications Committee

Advisor for Professional Standards & Recognition Committee

Leadership Team for Inland Empire Local Chapter

Government Finance Officers Association (GFOA)

California Municipal Treasurers Association (CMTA)
Commercial Liaison to the Board

Disclosure Policy Certification Committee

Women in Public Finance

Association of Women in Water, Energy and Environment Member

Committee on Assessments, Special Taxes & Other Financing Facilities California

Heidi Schoeppe

President/Managing Director, Chief Compliance Officer

Administration and Formation Services for Special Districts, City of Riverside - Heidi serves as the Principal-In-Charge providing formation, annexation, bond issuance, and administration services for the City's County Service Area 152, Community Facility Districts, Assessment Districts, and Landscaping and Lighting Maintenance Districts (LLMD). The City's CFDs and ADs provide funding for the construction and acquisition of improvement facilities, as well as maintenance services throughout the City. The types of facilities financed through the use of special districts include roadway improvements, storm drain, water, landscape and irrigation improvements, wall rehabilitation, and street and display lighting. The City's Street Light Assessment District (SLAD) and LLMDs provide for the operation and maintenance costs of the City's street lighting and landscaping throughout the entire City.

Administration Services, City of Norco - Heidi currently serves as the Principal-In-Charge for the City of Norco administration services. WMF currently performs full administrative services for the City of Norco's five Landscape and Lighting Maintenance Districts (LLMDs), and County Service Area No. 152.

Administration and Annexation Services, City of Rialto - Heidi currently serves as the Principal-In-Charge for the City of Rialto administration and annexation services. WMF currently performs full administrative services for the City of Rialto's Three Landscape and Lighting Maintenance Districts (LLMDs), containing multiple zones, and four Community Facilities Districts (CFDs). Services provided by WMF also include LLMD Annexations and Proposition 218 Ballot proceedings.

Administration and Consulting Services for Special Districts, City of Chino - Heidi serves as the Principal-in-Charge for the City. She is responsible for CFD formations and bond issuances, as well as the annual administration for all Community Facilities Districts, and Landscape and Lighting Maintenance Districts for the City. Services provided in relation to these special financing districts include extensive delinquency management, Proposition 218 consulting services, prepayment calculation and analysis, bond redemption analysis and preparation, annual budget preparation, fund balance analysis, tracking parcel/district development, levy audit map preparation, preparation of Continuing Disclosure and CDIAC and Annual Engineer's Reports, SB 165 Compliance, coordination of arbitrage rebate calculations, and various other special projects on an as needed basis.

Administration and Program Management Services for Special Financing Districts, Jurupa Community Services District - Heidi serves as the Principal-in-Charge for JCSD providing oversight for 120 bonded and non-bonded Community Facility Districts (CFDs) as well as six Landscaping Maintenance Districts (LMDs) with 124 Zones.

Administration & Consulting Services for Special Financing Districts City of Temecula - Heidi serves as the Principal-in-Charge and Program Manager for the City. She is responsible for overseeing the annual administration for all Community Facilities Districts, and Community Service Districts. Services provided in relation to these special financing districts include delinquency management, bond redemption analysis and preparation, annual budget preparation, tracking parcel/district development, preparation of Continuing Disclosure and CDIAC Reports, SB 165 Compliance, Community Facilities District Annexation and formation consulting services, Community Facilities District Defeasance services, and Community Facilities District Refunding services. Services provided for the City also included Proposition 218 services in which Heidi and the WMF Team provided assessment balloting proceedings for 10 Zones within the City's Community Services Districts.



Years of Experience:
20 Years

Affiliations:
California Society of Municipal Finance Officers

Charmaine McCarvel

Assessment Manager

Charmaine McCarvel, Assessment Manager, assists municipalities with formation, annexation, financing, and annual administration services. Her efforts help ensure districts continue to receive appropriate tax funding to provide much-needed community services and infrastructure.

Charmaine offers over 20 years of expertise in the Landscaping and Lighting Act of 1972, the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, the Mello-Roos Community Facilities Districts Act of 1982, and the Benefit Assessment Act of 1982. She has provided a full range of services including Proposition 218 compliance, dynamic client support with the preparation of annual budgets, staff reports, annual Engineer's Reports, annual disclosure reports, and legal documents required for special district formation, annexation, and administration.

Formation, Administration, and Annexation Services, City of Desert Hot Springs - Charmaine serves as the Project Manager and is responsible for providing all Special District Services for the City's Districts. These Districts include the County Service Area 152, Citywide Landscaping and Lighting District, Drainage Benefit Assessment District containing 17 zones, Landscape Maintenance District containing 18 zones, two Community Facilities Districts, two Public Safety Measure Tax Districts (including fire, paramedic and police services), and three tax roll billings for disposal and nuisance abatement services. Services provided in relation to these Special Financing Districts include Preliminary and Final Engineer's Reports, Proposition 218 balloting proceedings, delinquency management, prepayment calculation and analysis, bond redemption analysis and preparation, annual budget preparation, fund balance analysis, City Council resolutions and staff report preparation, mapping and exhibits preparation, attendance of City Council meetings, tracking parcel/district development, levy audit map preparation, Continuing Disclosure and CDIAC Reporting preparation and filing, District Audit review, annual reporting, property owner services, and various other special projects on an as needed basis. Annexation services include the review of improvement plans and maintenance quantities, establishment of appropriate maintenance categories, the preparation of cost estimates, and special tax rate per residential unit or acre.

Administration and Formation Services for Special Districts, City of Riverside - Charmaine serves as the Project Manager providing administration services for the City's County Service Area 152, Community Facility Districts, Assessment Districts, Street Light Assessment District, Community Services District, and Landscaping and Lighting Maintenance Districts. The City's CFDs and ADs provide funding for the construction and acquisition of improvement facilities, as well as maintenance services throughout the City. The types of facilities financed through the use of special districts include roadway improvements, storm drain, water, landscape and irrigation improvements, wall rehabilitation, and street and display lighting. The City's Street Light Assessment District (SLAD) and LLMDs provide for the operation and maintenance costs of the City's street lighting and landscaping throughout the entire City.

Charmaine McCarvel

Assessment Manager

Administration and Annexation Services, City of Rialto - Charmaine serves as the Project Manager and manages full administrative services for the City's Three Landscape and Lighting Maintenance Districts (LLMDs), which containes multiple zones. Services provided by WMF also include LLMD Annexations and Proposition 218 Ballot proceedings.

Administration and Consulting Services for Special Districts, City of Chino - Charmaine serves as the Project Manager for the annual administration for all Landscape Maintenance Districts (over 170 zones) and Community Facilities Districts for the City. Services provided in relation to these Special Financing Districts include the preparation of Annual Engineer's Reports, Proposition 218 consulting services, extensive delinquency management, prepayment calculation and analysis, annual budget preparation, fund balance analysis, tracking parcel/district development, Levy Audit map preparation, preparation of Continuing Disclosure and CDIAC Reports, SB 165 , SB 1029, and AB 2109 Compliance, property owner services, and various other special projects on an as needed basis.

Administration and Consulting Services for Special Districts, City of Temecula - Charmaine serves as the Project Manager for the City's Community Services Districts and one Citywide Parks and Lighting District. Services provided in relation to the City's special financing districts include annual budget preparation, Annual Engineer's Report, annual noticing, meeting attendance, assistance with preparation of staff reports and resolutions, fund balance analysis, tracking parcel/district development, Levy Audit map preparation, property owner services, and various special projects on an as-needed basis. Services provided for the City also included Proposition 218 services in which Charmaine and the WMF Team provided assessment balloting proceedings for the City's 29 Zones within the City's Community Services Districts.

Administration Services, City of Norco - Charmaine serves as the Project Manager and is responsible for providing all Special District Services for the City's Districts. These Districts include the County Service Area 152 and five Landscaping and Lighting Maintenance Districts.

Formation, Debt Issuance, Administration, & Program Management Services for Special Financing Districts, Jurupa Community Services District - Charmaine serves as an Project Manager for JCSD, assisting with the oversight for 120 bonded and non-bonded Community Facility Districts (CFDs) including six Landscape Maintenance Districts (LMDs)with 124 zones. With nearly 20 years working with JCSD, Charmaine has assisted in formations and bond issuances, and is responsible for the annual administration which includes the preparation of Annual Engineer's Reports, Semi-Annual and Annual Disclosure Reports, CDIAC, SB 165, SB 1029, and AB 2109 reports, annexations, district audits, constituent relations, and consulting services including Proposition 218, 1972 Act Landscaping and Lighting Maintenance Districts, and Community Facilities Districts.



Nadia Benali

Senior Assessment Associate

Nadia Benali, an Senior Assessment Associate at WMF, provides administration and consulting services to municipalities throughout Southern California to ensure their special financing districts function smoothly. Nadia, who earned a Master of Business Administration (MBA) with an emphasis in Accounting in 2005, joined WMF with seven years of experience in district administration in the California municipal market. In fact, she has worked as a financial analyst in district administration for cities and municipalities in five different counties in the state. Nadia, who prides herself on providing excellent customer service, has served as lead contact for all of her clients.

She has administered and consulted on the Landscaping and Lighting Act of 1972, Municipal Improvement Act of 1913, Improvement Bond Act of 1915, and Mello-Roos Community Facilities Act of 1982, in addition to special "park tax" districts and those relating to fire services.

Years of Experience:
16 Years

Education:
MBA, Business Administration - Accounting
University of Phoenix
BS, Hotel & Restaurant Management
University of Nevada, Las Vegas

Affiliations:
California Society of Municipal Finance Officers

Formation, Administration, and Annexation Services, City of Desert Hot Springs - Nadia serves as the Assistant Project Manager and is responsible for providing all Special District Services for the City's Districts. These districts include County Service Area 152, the City-wide Landscaping and Lighting District, Drainage Benefit Assessment District containing 17 zones, Landscape Maintenance District containing 18 zones, two Community Facilities Districts, two Public Safety Measure Tax districts (including fire, paramedic and police services), and three tax roll billings for disposal and nuisance abatement services.

Administration and Annexation Services, City of Rialto - Nadia seves as Assistant Project Manager and assists in the management of full administrative services for the City's Three Landscape and Lighting Maintenance Districts (LLMDs), which containes. Services provided by WMF also include LLMD Annexations and Proposition 218 Ballot proceedings.

Formation, Administration, and Annexation Services, City of Thousand Oaks - Nadia serves as the Project Manager and is responsible for providing all Special District Services for the City of Thousand Oaks Landscape and Lighting Assessment District (LLAD) 79-2, including 43 landscape maintenance zones and six lighting maintenance zones.

Administration and Consulting Services for Special Districts, City of Temecula - Nadia serves as the Assistant Project Manager for the City's Community Services Districts and one Citywide Parks and Lighting District. Services provided in relation to the City's special financing districts include annual budget preparation, Annual Engineer's Report, annual noticing, meeting attendance, assistance with preparation of staff reports and resolutions, and fund balance analysis. Services provided for the City also included Proposition 218 services in which Nadia and the WMF Team provided assessment balloting proceedings for the City's 29 Zones within the City's Community Services Districts.

Nadia Benali

Senior Assessment Associate

Administration and Consulting Services for Special Districts, City of Chino - Nadia serves as the Assistant Project Manager for the annual administration for all Landscape Maintenance (over 170 zones) and Community Facilities Districts for the City. Services provided in relation to these Special Financing Districts include the preparation of Annual Engineer's Reports, Proposition 218 consulting services, extensive delinquency management, prepayment calculation and analysis, annual budget preparation, fund balance analysis, tracking parcel/district development, Levy Audit map preparation, preparation of Continuing Disclosure and CDIAC Reports, SB 165 and AB 2109 Compliance, property owner services, and various other special projects on an as needed basis.

Administration Services, City of Norco - Nadia serves as the Assistant Project Manager and assists in the management of full administrative services for the City's County Service Area 152 and five Landscaping and Lighting Maintenance Districts.



Josh Norris

Finance Analyst

Joshua Norris is a Finance Analyst and serves as the lead Geographic Information Systems (GIS) Specialist at WMF. He is an accomplished administrative specialist with an extensive background in customer service, financial analysis, GIS mapping, and policy governance. Prior to joining WMF, Joshua honed his skills as a Senior Housing Specialist for the County of Riverside's Division of Economic Development. During his tenure he developed a reputation for his strong analytical capability, unwavering reliability, and high standard of integrity. He has assisted in the administration and GIS mapping for Lighting and Landscaping Maintenance Districts (LMD), Community Facilities Districts (CFD), and other special districts.

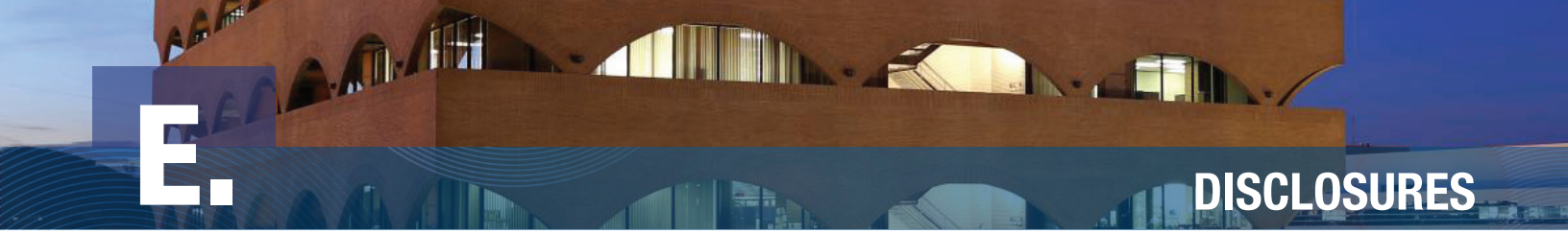
Project Role:
GIS Specialist and Project Analyst

Years of Experience:
5 Years

Education:
BA, Business Administration
California Baptist University

Creation and Maintenance of Boundary maps, Regional maps, Location Maps, Assessment Audit Maps, and KMLs for all CFDs, LMDs, and Special Districts Administered by WMF - Such clients include: City of Riverside CFDs, ADs, LMDs SLAD and CSA, Eastern Municipal Water District CFDs and ADs, City of Desert Hot Springs CFDs and LMDs, City Jurupa Community Services District LMDs and CFDs, and more. Joshua serves as the lead GIS Specialist and is responsible for the creation of all maps for WMF's clients.

Formation and Parcel Audit Services - Joshua and the WMF Team also perform parcel audit services for all newly assumed districts and have taken on the program management for Eastern Municipal Water District's entire book of CFD and AD work. Using GIS data, Joshua can plot parcels on a map to confirm their placement in a potential district, export the date for review, and research the characteristics of each parcel. When a new district is forming, Joshua creates the various maps that are used in formation packets and assists in getting official boundary maps recorded.



E. DISCLOSURES

CONFLICT OF INTEREST STATEMENT

WMF discloses that it does not have any past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.



E. EXPERIENCE AND REFERENCES



ADMINISTRATION, ANNEXATION, AND FORMATION SERVICES

Client:
City of Desert Hot Springs
11999 Palm Drive
Desert Hot Springs, CA 92240

Client Contact:
Geoffrey Buchheim
Administrative Services Director
760.329.6411 Ext. 227
gbuchheim@cityofdhs.org

Fiscal Years (FY) of Service:
FY 2010-2011 to Present

Project Team:
Heidi Schoeppe - PIC
Charmaine McCarvel - PM
Nadia Benali - APM
Joshua Norris - GIS

WMF provides a full complement of Special District Services for the City of Desert Hot Springs' Citywide Landscaping and Lighting Maintenance District, Drainage Benefit Assessment District containing 17 zones, Landscaping Maintenance District containing 18 zones, and managed three Assessment Districts through their maturity, two Community Facilities Districts, two public safety measure tax districts, three tax roll billings for disposal and nuisance abatement services, and a County Service Area. In aggregate, 47,383 parcels are administered and maintained.

PROGRAM MANAGEMENT SERVICES

- Data maintenance, preparation of the annual Engineer's Reports, resolutions, council maps, staff reports, and annual levy submission to the Auditor-Controller's Office
- Audit the parcels in the Public Safety Measure Tax area for the purpose of determining whether or not all eligible parcels were taxed accurately for consecutive fiscal year levies
- Preparation of Disclosure, CDIAC, SB165, and AB 2109 Reporting

FORMATION SERVICES

- Provide projections of tax revenues to ensure sufficient funds will be generated to meet debt service, as well as a back-up tax included in the preparation of the Rates and Method of Apportionment

ANNEXATION SERVICES

- Review improvement plans and maintenance quantities
- Establish appropriate maintenance category, prepare cost estimates, and special tax rate per residential unit or acre
- Prepare and mail ballots
- Prepare Engineer's Reports and assist with Resolutions and Staff Reports



ADMINISTRATION AND FORMATION SERVICES FOR SPECIAL DISTRICTS

Client:
City of Riverside
3900 Main Street, 6th Floor
Riverside, CA 92522

Client Contact:
Meline Carranza,
Debt & Treasury Manager
951.826.3904 Ext. 4952
mecarranza@riversideca.gov

Fiscal Years (FY) of Service:
FY 1992-1993 to Present

Project Team:
Heidi Schoeppe - PIC
Charmaine McCarvel - PM
Nadia Benali - APM
Joshua Norris - GIS

WMF has been providing formation, bond issuance, and administration services to the City of Riverside since Fiscal Year 2000-2001. We have formed Community Facility Districts (CFD), Assessment Districts (AD), and Landscape Maintenance Districts (LMD). The City's CFDs and ADs provide funding for the construction and acquisition of improvement facilities, as well as maintenance services throughout the City. The types of facilities financed through the use of special districts include roadway improvements, storm drain, water, landscape and irrigation improvements, wall rehabilitation, and street and display lighting. The City's Street Light Assessment District (SLAD) and LMDs provide for the operation and maintenance costs of the City's street lighting and landscaping throughout the entire City.

ADMINISTRATION SERVICES

- Four Assessment Districts
- Nine Community Facilities Districts
- Two Landscape Maintenance Districts
- One Street Light Assessment District
- Community Service Area 152

FORMATION SERVICES

- Prepared CFD/Engineer's Reports including the outline of the plans & specifications, collection and review of data related to the formation and Rates and Method of Apportionment
- Prepare boundary maps, assessment diagrams, and tax roll preparation
- Currently assisting in the formation of a Public Services Community Facilities Disttrict

BOND ISSUANCE AND REFINANCING

- Research, compile, and analyze appropriate data to generate tables for inclusion in preliminary and final bond offerings
- Review and provide comments to all bond issuance documents and assists in any analysis and presentations for credit ratings



ADMINISTRATION

Client:
City of Norco
2870 Clark Avenue
Norco, CA 92860

Client Contact:
Lisette Free
Director of Finance
951.270.5652
lfree@ci.norco.ca.us

Fiscal Years (FY) of Service:
FY 2016-2017 to Present

Project Team:
Heidi Schoeppe - PIC
Charmaine McCarvel - PM
Nadia Benali - APM
Matthew Webb, PE, TE, LLS - EOR
Joshua Norris - GIS

WMF currently provides administrative services for the City of Norco's County Service Area No. 152 as well as their five Landscape Maintenance Districts Nos. 1, 2, 3, 4, and 5. Administration services provided for the City include researching parcel changes and land use changes to establish the current assessment rates and levies, annual budget preparation, Engineer's Reports, City Council resolutions, and annual calculation and submission of special taxes to the Riverside County Auditor-Controller.

ADMINISTRATION SERVICES

- Five Landscape Maintenance Districts
- County Service Area No. 152

CLIENT REFERENCE LIST

Our team is comprised of senior-level staff, multiple Registered Municipal Advisor Representatives, and experts who have dedicated their careers to assisting communities build the necessary services and infrastructures through special financing districts. Below, we have provided services to multiple public agencies, and we look forward to the opportunity of continuing our strong relationship in providing outstanding services to the City of Banning.

Services	Agency	Contact Person	Contact Information
Program Management, Formation, Annexation and Bond Issuance	City of Desert Hot Springs	Geoffrey Buchheim, Administrative Services Director	760.329.6411 Ext. 227 gbuchheim@cityofdhs.org
Program Management, Formation, Annexation and Bond Issuance	City of Riverside	Meline Carranza Debt & Treasury Manager	951.826.3904 Ext. 4952 mecarranza@riversideca.gov
Administration	City of Norco	Lisette Free Director of Finance	951.270.5652 lfree@ci.norco.ca.us

OUR CLIENTS

We value our relationships and communities in which we do business and are vested in every client's success.

FIRM COMPETENCY

Webb Municipal Finance, LLC has at least five (5) years of experience, within the past five (5) years, under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. Additionally, Webb Municipal Finance, LLC has not filed for bankruptcy under any business name over the past five (5) years.

CITY OF DESERT HOT SPRINGS

11-999 Palm Drive • Desert Hot Springs • CA • 92240
(760) 329-6411 • www.cityofdhs.org

Reference Letter – City of Desert Hot Springs

POC:
Geoffrey Buchheim, Administrative Services Director
760.329.6411 Ext. 227
gbuchheim@cityofdhs.org

October 24, 2024

Geoffrey Buchheim, Administrative Services Director
11999 Palm Drive
Desert Hot Springs, CA 92240

RE: LETTER OF RECCOMENDATION FOR WEBB MUNICIPAL FINANCE

To Whom It May Concern,

It is my pleasure to recommend Webb Municipal Finance, LLC (WMF) for providing municipal assessment and tax services. During my tenure at the City of Desert Hot Springs, I have had the opportunity to work closely with WMF's Management team. Over the past 14 years, WMF has consistently delivered exceptional service to our city, including District administration, formation, and annexation services. Charmaine McCarvel and Nadia Benali, who have served as the Project Team since 2014, have demonstrated unwavering dedication to our agency and its special funding programs.

WMF offers a comprehensive suite of Special District Services for the City of Desert Hot Springs. This includes the Citywide Landscaping and Lighting Maintenance District, the Drainage Benefit Assessment District with 17 zones, and the Landscaping Maintenance District with 18 zones. Additionally, they oversee two Community Facilities Districts, two public safety measure tax districts, three tax roll billings for disposal and nuisance abatement services, and a County Service Area (CSA 152). In total, WMF administers and maintains over 50,000 parcels, showcasing their extensive experience and commitment to prioritizing the needs of the City of Desert Hot Springs.

The WMF team functions as an extension of our staff, consistently providing responsive and supportive service. They assist us in meeting all mandatory deadlines and proactively inform us of any issues affecting our Special Tax districts. WMF keeps us updated on new and proposed legislation that may impact our district administration, ensuring our compliance. Their

CITY OF DESERT HOT SPRINGS

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(760) 329-6411 • www.cityofdhs.org

comprehensive approach makes managing our Special Districts stress-free, from formations to bond issuance and annual administration. Their insightful recommendations facilitate effective decision-making.

Based on my experience with WMF and our reliance on their services, I am pleased to provide this letter confirming their high level of service and accuracy for any public agency in need. Should you have any questions, please feel free to contact me at gbuchheim@cityofdhs.org or 760.329.6411 Ext. 227.

Sincerely,

Geoffrey Buchheim
Administrative Services Director

Finance
Department

City of Arts & Innovation

November 21, 2022

To Whom It May Concern:

It's my pleasure to recommend Webb Municipal Finance, LLC (WMF) to provide CFD Special Tax Administration services. I have worked with their CFD Program Management team at the City of Temecula, at Eastern Municipal Water District, and now at the City of Riverside and could not recommend any other firm more highly. Heidi Schoeppe has served as our Program Manager throughout this time, and I have consistently been impressed with her dedication to our agency and its Land Secured Financing program.

WMF manages our nine Community Facilities Districts with over $39 million in outstanding principal, and four Assessment Districts with over $16 million in outstanding principal. They also prepare the annual Engineer's reports to levy our two Landscape Maintenance Districts and Streetlight Assessment District. WMF provides turnkey services, managing many of the day-to-day aspects of our program. Even more valuable is their considerable expertise. Heidi and her team stay on top of recent legislation and reporting requirements and keep us apprised of changes early in the process.

Along with Heidi and her team's undeniable talent, the WMF team has been an absolute joy to work with. We consider them an extension of our staff due to the energy and commitment they have shown the City. Without a doubt, I confidently recommend Webb Municipal Finance to provide Special Tax Administration services for any busy public agency. They stand shoulders above the rest.

Please feel free to contact me at (951) 826-3904 should you wish to discuss WMF's qualifications and services further.

Sincerely,

Heidi Schrader

Heidi Schrader
Debt & Treasury Manager

CITY OF NORCO
HORSETOWN USA

Reference Letter – City of Norco
POCs:
Lisette Free, Director of Finance
Finance Department
2870 Clark Avenue
Norco, CA 92860
lfree@ci.norco.ca.us
951.270.5652

October 22, 2024

Lisette Free, Director of Finance
Finance Department
2870 Clark Avenue
Norco, CA 92860

RE: LETTER OF RECCOMENDATION FOR WEBB MUNICIPAL FINANCE

To Whom It May Concern,

As the Director of Finance for the City of Norco, it gives me great pleasure to recommend Webb Municipal Finance, LLC (WMF) for their Municipal Finance and Administration consultant services. Webb has been a consultant and consistent resource since 2016 and is an integral part of the City's Finance team for annual administration of its County Service Area 152 special district and more recently for its administration of its Landscape Maintenance Districts.

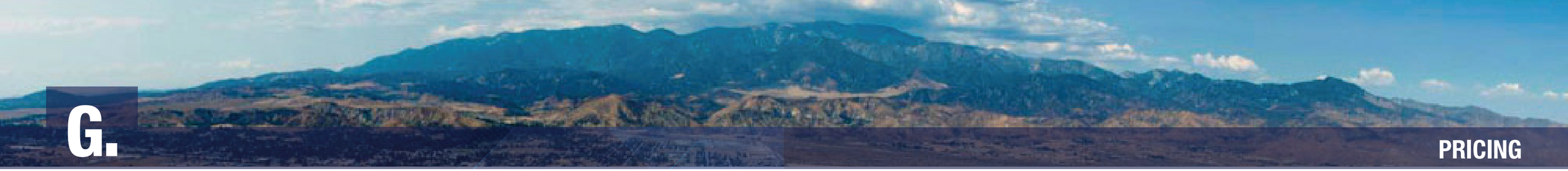
Charmaine McCarvel and Nadia Benali work with City Staff to provide assistance and insight for the City's CSA 152 administration, playing an integral role with data maintenance, levy submissions, updating and maintaining accurate parcel information, exceptions research, BAU rate analysis, and report preparation. The WMF Team also provides excellent administration support for the City's LMDs, including budget review and preparation, resolution preparation, annual special assessment submittals, district mapping, and property owner services.

During that time, they have been an invaluable resource, consistently exceeding expectations and never failing to provide exactly what we need. They are experts in their field, ensuring that we are kept up to date with current legislative requirements, making recommendations where needed, and advising us on industry best practices to ensure that our districts operate smoothly and successfully.

I would be happy to answer any questions regarding this letter of recommendation. Please do not hesitate to contact me at lfree@ci.norco.ca.us or 951.270.5652.

Sincerely,

Lisette Free
Director of Finance



G. PRICING

	Associate Assigned	Heidi Schoeppe	Charmaine McCarvel	Nadia Benali	Josh Norris	Total
	Classification	**Principal II**	**Senior I**	**Assisstant V**	**Assistant IV**	
	Hourly Rate	$321.00	$266.00	$202.00	$180.00	
Task 1	Project Management and Administration	1	5	8		$3,267.00
Task 2	Public Participation Assistance	5	15	15		$8,625.00
Task 3	Data Collection and Research Parcels Within City Boundaries		4	8	5	$3,580.00
Task 4	Calculate BAUs, Levy Amounts and Preparation of Roll and Summary		1	4		$1,074.00
Task 5	Submittal of Initial and Final/Resubmittals Levy Roll, Preparation of Required Documents and County Coordination		2	3	1	$1,318.00
Task 6	Optional Task					$0.00
Total		**6**	**27**	**38**	**6**	**$17,864.00**

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Nate Smith, Deputy Director of Public Works/City Engineer**
Art Vela, Director of Public Works

MEETING DATE: **December 10, 2024**

SUBJECT: **Consideration of Resolution 2024-198, Approving Amendment No. 3 to the Professional Services Agreement with Engineering Resources of Southern California for an additional $1,000,000 for Plan Check, Inspections and Related Administrative Services**

RECOMMENDATION:

Adopt Resolution 2024-198.

BACKGROUND:

On May 9, 2023 City Council approved Resolution 2023-88, "Awarding a Professional Services Agreement to Engineering Resources of Southern California (ERSC) in the Amount of $550,000 for Plan Check, Inspection and related Administrative Services through Fiscal Year 2023/24 with the Option to Renew for Four Additional Single Years" after a competitive open bid process. ERSC has continued to provide a high level quality of service and reliable and consistent plan check and inspection services to the City during the contract and past contract period (FY2018/2019 to FY2022/2023). The consistent and reliable services have provided continuity to development projects in process with the Public Works Department throughout this time, including construction inspection services ensuring that development installs City infrastructure consistent with City standards.

On January 9, 2024, the City Council adopted Resolution No. 2024-08 approving Amendment No. 1 to the professional services agreement with ERSC for an additional $450,000 for plan check, inspections and related administrative services.

On April 9, 2024, the City Council adopted Resolution No. 2024-53 approving Amendment No. 2 to the professional services agreement with ERSC for an additional $900,000 for plan check, inspections and related administrative services and to extend the agreement to through June 30, 2025.

ERSC primarily provides plan check and inspection services to the Atwell project, and that project's vast onsite and offsite civil improvements. The Atwell project continues to develop at a rapid pace in their Phase 1 and Phase 2 areas north of Wilson Street and south of the Southern California Edison power line corridor. There are six tracts of homes in those phases where grading has begun, and civil infrastructure improvements will follow. Public Works staff estimates that the funds requested with this allocation will suffice through the remainder of the fiscal year, based on the amount of work that is anticipated in the coming months.

All plan check and inspection fees are pass through user fees. The Public Works Department assesses plan check and inspection fees to tract home developers based on City Council approved rates. With the

allocation considered in Amendment No. 3, Public Works staff will not authorize ERSC to commence with work until the user fees have been collected for said work. In the event that development activities stops within the Atwell project, the user fees will not be collected, work will not be authorized, plan check and inspection services will not be initiated, and the full requested amount in Amendment No. 3 will not be utilized.

Included with Amendment No. 3 is an $200,000 appropriation from the Water Capital Facilities Fund (661). The funding requested would be for ERSC to provide inspection services related to the Ramsey Waterline Upsizing Project that was approved by City Council with Resolution 2024-166. This expense is anticipated as a project expense to deliver the capital project.

Approval of Resolution 2024-198 will provide 1) authorization to expend up to the requested amended contract amount, and not a guarantee of contract value and 2) approval of an appropriation from the Water Capital Facilities Fund for inspection services for the Ramsey Waterline Upsizing project that was approved by City Council via Resolution 2024-166.

JUSTIFICATION:

ERSC was awarded a Professional Services Agreement to provided the required services with Resolution 2023-088. Prior to the award of this contract, an RFP was put out for open competitive bid. A review committee deemed that ERSC was the highest ranking bidder for the project.

ERSC has provided the highest level service for both plan check and inspection services from any of the vendors contracted by the City to provide similar services. The plan check services have been the most consistent, and staff at ERSC is regularly in contact with City identifying concerns and ensuring that developers prepare plans consistent with City Standards. The inspections team works as an extension of City staff, providing inspection services, support and backup to ensure that contractor submitted change orders are justified, and participates in meetings ensuring that the City's interests are met.

The Public Works Department does not have the staff resources to complete services currently provided by ERSC.

FISCAL IMPACT:

If approved, Amendment No. 3 would increase the Professional Services Agreement with ERSC to a "not to exceed" amount of $2,900,000. Amendment No. 3 would require an appropriation of $200,000 from Water Capital Facilities Fund 661 to Account No. 661-6300-471.95-10 for inspection services related to the Ramsey Waterline Upsizing Project. Additionally, an appropriation of $800,000 from the General Fund to Account No. 001-3000-442.33-53 would be required to cover continued plan check and inspection services.

The expenditures funded by the General Fund will be fully recovered by plan check and inspection user fees paid by developers. No expenditures would be incurred until said fees are collected by the Public Works Department.

ALTERNATIVES:

Do Not Approve Resolution 2024-198 and provide alternative direction to staff. If the resolution is not approved, the City will need to cease inspection services through ERSC, which would slow or stop City capital projects, including the Ramsey Waterline Upsizing Project, as well as continued development at the Atwell project in the intervening time between this action and when the City is able to run through the required process to comply with the alternative direction given.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-198 ERSC Amendment No. 3.docx
2. Exhibit A - ERSC Amendment No 3 to PSA.pdf
3. SR and Reso 2023-088 Award PSA to ERSC.pdf
4. SR and Reso 2024-08 ERSC PSA Amendment 1.pdf
5. SR and Reso 2024-54 ERSC PSA Amendment 2.pdf
6. SR and Reso 2024-166 Award Ramsey Street Water Line.pdf

RESOLUTION 2024-198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA FOR AN ADDITIONAL $1,000,000 FOR PLAN CHECK, INSPECTIONS AND RELATED ADMINISTRATIVE SERVICES

WHEREAS, the Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure; and

WHEREAS, as part of these responsibilities, staff manages public works projects related to private development and determined a need for additional resources in consideration of the current and anticipated increases in workload related to future private land development activities in order to maintain an acceptable level of service; and

WHEREAS, on May 9, 2023, the City Council of the City of Banning adopted Resolution No. 2023-88 awarding a professional services agreement to Engineering Resources of Southern California (ERSC) in the amount of $550,000 for plan checks, inspections and related administrative services; and

WHEREAS, on January 9, 2024, the City Council adopted Resolution No. 2024-08 approving Amendment No. 1 to the professional services agreement with ERSC for an additional $450,000 for plan check, inspections and related administrative services; and

WHEREAS, on April 9, 2024, the City Council adopted Resolution No. 2024-53 approving Amendment No. 2 to the professional services agreement with ERSC for an additional $900,000 for plan check, inspections and related administrative services and to extend the agreement to through June 30, 2025; and

WHEREAS, funds allocated to the current professional services agreement with ERSC will be exhausted as current authorized work is completed; and

WHEREAS, the Public Works Department anticipated inspection fees for additional land development at Atwell and other projects throughout the City between now and the end of the fiscal year; and

WHEREAS, the Public Works Department will require inspection services for the Ramey Waterline Upsizing capital improvement project approved by City Council on October 22, 2024 via Resolution No. 2024-166. An appropriation from the Water Capital Facilities Fund (661) in the amount of $200,000 to Account 661-6300-471.95-10 is required to fund said services; and

WHEREAS, the amount of plan checks and inspections related to the Atwell Development have exceeded staff's expectations and has resulted in a need to increase the Professional Services Agreement with ERSC by $800,000 in order to continue receiving their services; and,

WHEREAS, an appropriation from the General Fund in the amount of $800,000 to Account No. 001-3000-442.33-53 is required to fund Amendment No. 1 and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves Amendment No. 3 to the Professional Services Agreement with Engineering Resources of Southern California in the amount of $1,000,000 for an amended not-to-exceed contract amount of $2,900,000.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to Amendment No. 3 and to execute Amendment No. 3 with Engineering Resources of Southern California on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-198, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 3

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT (C00805) FOR PLAN CHECK AND INSPECTION SERVICES BY AND BETWEEN CITY OF BANNING AND ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR PLAN CHECK AND INSPECTION SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.,** a California corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated July 1, 2023 for the purpose of providing Plan Check and Inspection Services ("Agreement") following Request for Proposals (RFP No. 23-001), Plan Check and Inspection Services and approved by City Council Resolution 2023-88.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated January 11, 2024 to increase the Contract Sum to $1,000,000.00, as approved by City Council Resolution 2024-08.

C. City and Consultant have entered into an Amendment No. 2 to the Agreement dated April 4, 2024 to increase the Contract Sum to $1,900,000.00, as approved by City Council Resolution 2024-54.

D. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026 and increase the Contract Sum to $2,900,000.00.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 3 shall not exceed One Million Dollars ($1,000,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Two Million Nine Hundred Thousand Dollars ($2,900,000.00).

   1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and

effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1, 2, and 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendment Nos. 1, 2, and 3, the provisions of this Amendment No. 3 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 3.

2.3 Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 3 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Caroline Patton Deputy City Clerk	
APPROVED AS TO FORM: Richards, Watson & Gershon	
Serita R. Young City Attorney	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**
Kevin Sin, Senior Civil Engineer

MEETING DATE: **May 9, 2023**

SUBJECT: **Consideration of Resolution 2023-88, Awarding a Professional Services Agreement to Engineering Resources of Southern California (ERSC) in the Amount of $550,000 for Plan Check, Inspection and related Administrative Services through Fiscal Year 2023/24 with the Option to Renew for Four Additional Single Years**

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2023-77:

1. Approving the award of a Professional Services Agreement to Engineering Resources of Southern California (ERSC) in the amount of $550,000 for services as needed including Plan Check, Inspection and related Administrative Services through June 30, 2024 with the option to renew for four (4) additional single years.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with ERSC.
3. Authorizing the City Manager or his designee to execute the Professional Services Agreement with ERSC valid through June 30, 2024 with the option to renew for four (4) additional signal years.

BACKGROUND:

The Public Works Department, currently staffed with three full-time engineers and one inspector, administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure. In addition to managing public works projects, staff is also responsible for processing private land development projects related to Public Works responsibilities (e.g. infrastructure, grading, storm water, etc.). Due to current and anticipated upcoming workloads related to private development (e.g. Atwell, Rancho San Gorgonio) the need to establish an agreement with a firm to continue providing plan check, inspection and related administrative services is necessary in order to maintain an acceptable level service.

On January 4, 2023, a Request for Proposals (RFP) was released through the OpenGov ProcureNow, the City's online bidding system notifying qualified firms of the opportunity. The deadline to submit proposals was February 6, 2023 and five (5) firms responded with submittals.

The scope of services requested for plan checking includes, but is not limited to street, sewer, water, grading and storm drain projects for residential and non-residential projects; responses to staff and applicants regarding permits; and preparation of conditions of approval. The inspection services scope requires inspectors to work under the direction of the Public Works Director and/or assigned staff to provide construction inspections services before, during and after construction insuring conformance with Federal, State and City statutes while maintaining appropriate records.

A three-person proposal evaluation committee consisting of three (3) City staff members evaluated the five (5) proposals that were received based on qualifications, experience of key personnel, approaches in providing services, and rates.

Listed below are the five (5) firms that submitted proposals in order of average score:

CONSULTANT	AVERAGE SCORE
Engineering Resources of Southern California (ERSC)	90.75
Willdan	86.17
Bureau Veritas North America, Inc.	84.00
Transtech Engineers, Inc.	82.05
Albert A. Webb and Associates	74.50

As a result, staff recommends the award of a professional service agreement to the highest ranked firm, ERSC, with a recommended award amount of $550,000. If awarded, the Professional Services Agreement will be for plan check, inspection and related administrative services on an as needed basis valid through June 30, 2024 with the option to renew for four (4) additional single years.

JUSTIFICATION:

Due to current and an anticipated workload related to private land development activities, the Public Works Department has recognized a need for additional resources to provide plan check and inspection services in a timely manner and to maintain an acceptable level service.

ERSC was rated the highest firm that submitted a proposal as a response to the RFP.

FISCAL IMPACT:

The approved Fiscal Year 2023/2024 budget includes $550,000 in the Engineering Fund, Account No. 001-3000-442.33-53 which will be allocated to fund the Agreement with

ERSC. The expense will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department. If workload and projects increase, additional authorizations may be necessary for the fiscal year, with developer and inspection fees paid to the City of Banning directly offsetting expenses.

ALTERNATIVES:

1. Approve as recommended.
2. Do not approve and provide alternative direction. This alternative would cause a reduction in the level of service to private development applicants in processing of their projects. Additionally, staff would have less time to work on the City's capital improvement projects.

ATTACHMENTS:

1. Resolution 2023-88
   https://banningca.gov/DocumentCenter/View/12742/Att-1-Resolution-2023-88
2. Request for Proposals
   https://banningca.gov/DocumentCenter/View/12740/Att-2-RFP-23-001
3. Draft Professional Services Agreement with ERSC
   https://banningca.gov/DocumentCenter/View/12741/Att-3-C00805-PSA-ERSC-Plan-check-and-Inspection

Approved by:



Douglas Schulze
City Manager

RESOLUTION 2023-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA IN THE AMOUNT OF $550,000 FOR PLAN CHECKS, INSPECTIONS AND RELATED ADMINISTRATIVE SERVICES THROUGH FISCAL YEAR 2023/24 WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL YEARS

WHEREAS, the Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure; and

WHEREAS, as part of these responsibilities, staff manages public works projects related to private development and has determined a need for additional resources in consideration of the current and an anticipated increase in workload related to future private land development activities in order to maintain an acceptable level of service; and

WHEREAS, on January 4, 2023, a Request for Proposals (RFP) was released through the OpenGov ProcureNow, the City's online bidding system, notifying qualified firms of the opportunity to submit proposals for the plan check and inspection services; and

WHEREAS, on February 6, 2023, five (5) firms submitted proposals for the requested plan check and inspection services; and

WHEREAS, the scope of services requested for plan checking includes, but is not limited to street, sewer, water, grading and storm drain projects for residential and non-residential projects; responses to staff and applicants regarding permits; and preparation of conditions of approval; and

WHEREAS, the inspection services scope requires an inspector to work under the direction of the Public Works Director and/or assigned staff to provide construction inspections services before, during and after construction while insuring conformance with Federal, State and City statutes while maintaining appropriate records; and

WHEREAS, an evaluation committee consisting of a three person evaluation committee comprised of three (3) City staff members evaluated the proposals based on qualifications, experience, approach and rates; and

WHEREAS, as a result, staff recommends the award of an agreement to the highest ranked firm, Engineering Resources of Southern California, in the amount of $550,000; and

WHEREAS, agreements will be for plan check, inspection and related administrative services on an as needed basis valid through June 30, 2024 with the option to renew for four (4) additional single years; and

WHEREAS, the approved Fiscal Year 2023/2024 budget includes $550,000 in the Engineering Fund, Account No. 001-3000-442.33-53 which will be allocated to fund the Agreement with Engineering Resources of Southern California. The expense will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. City Council awards a Professional Services Agreements for Plan Checks, Inspections and related Administrative Services through Fiscal Year 2023/2024 with the option to renew for four (4) additional single years.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the project.

SECTION 3. City Council authorizes the City Manager or his designee to make necessary non-substantive changes and to execute the Professional Services Agreement with Engineering Resources of Southern California in the amount of $550,000 for services as needed including Plan Checks, Inspections and Administrative Services through June 30, 2024 with the option to renew for four (4) additional single years.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of May 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-88, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of May 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Kevin Sin,** **Art Vela, Director of Public Works**
MEETING DATE:	**January 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-08, Approving Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California for an Additional $450,000 for Plan Check, Inspections and Related Administrative Services**

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2024-08:

1. Approving Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California (ERSC) for an additional $450,000 for plan check, inspections and related administrative services.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with ERSC.
3. Authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with ERSC.

BACKGROUND:

The Public Works Department, currently staffed with three full-time engineers and one inspector, administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure. In addition to managing public works projects, staff is also responsible for processing private land development projects related to Public Works responsibilities (e.g. infrastructure, grading, storm water, etc.). Due to current and anticipated workloads related to private development (e.g. Atwell, Rancho San Gorgonio) the need to establish an agreement with a firm to continue providing plan check, inspection and related administrative services is necessary in order to maintain an acceptable level service. As a result, the City Council adopted Resolution 2023-88 on May 9, 2023 awarding a professional services agreement to ERSC for plan checks, inspections and related administrative services in the amount of $550,000.

The amount of plan checks and inspections related to the Atwell Development have exceeded staff's expectations and has resulted in a need to increase the Professional Services Agreement with ERSC by $450,000 in order to continue receiving their services.

JUSTIFICATION:

Due to current and an anticipated workload related to private land development activities, the Public Works Department has recognized a need for additional resources to provide plan check and inspection

services in a timely manner and to maintain an acceptable level service.

FISCAL IMPACT:

An appropriation from the General Fund in the amount of $450,000 to Account No. 001-3000-442.33-53 is necessary and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department. Funds exhausted to date have been recovered by said fees. Some revenue has been received already with the remainder expected in FY 2023-24 and FY 2024-25. The expected FY 2023-24 revenues will be included in the mid-year budget adjustment item for Council consideration on February 13, 2024.

ALTERNATIVES:

1. Approve as recommended.
2. Do not approve and provide alternative direction. This alternative would cause a reduction in the level of service to private development applicants in processing of their projects. Additionally, staff would have less time to work on the City's capital improvement projects.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2024-08.pdf
2. Amendment No.1 to PSA Plan Check and Insp.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Kevin Sin,** **Art Vela, Director of Public Works**
MEETING DATE:	**April 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-54, Approving Amendment No. 2 to the Professional Services Agreement with Engineering Resources of Southern California to Increase the Total Compensation by $900,000 and to Extend the Term of the Agreement through June 30, 2025 for Plan Check, Inspections and Related Administrative Services**

RECOMMENDATION:

Adopt Resolution 2024-54.

BACKGROUND:

The Public Works Department, currently staffed with four full-time engineers and one inspector, administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure. In addition to managing public works projects, staff is also responsible for processing private land development projects related to Public Works responsibilities (e.g. infrastructure, grading, storm water, etc.). Due to current and anticipated upcoming workloads related to private development (e.g. Atwell, Rancho San Gorgonio) the need to maintain an agreement with a firm to continue providing plan check, inspection and related administrative services is necessary in order to maintain an acceptable level service.

Due to staff resources and the anticipated workload increase related to land development projects such as the Atwell Development (previously known as the Butterfield Specific Plan), the City Council adopted Resolution No. 2023-88 on May 9, 2023 awarding a professional services agreement to ERSC for plan checks, inspections and related administrative services in the amount of $550,000 on an as needed basis with an option to renew for four additional years.

On January 9, 2024, the City Council also adopted Resolution No. 2024-08 approving Amendment No. 1 to the professional services agreement with ERSC for an additional $450,000 for plan check, inspections and related administrative services.

The amount of plan checks and inspections related to the Atwell and other subdivision developments have exceeded staff's expectations and has resulted in a need to increase total compensation by $900,000 and to extend the term of the agreement through June 30, 2025 with ERSC in order to continue receiving their plan check, inspections and related administrative services. The current term of the Professional Services Agreement expires on June 30, 2024.

JUSTIFICATION:

Due to current and an anticipated workload related to private land development activities, the Public Works Department has recognized a need for additional resources to provide plan check and inspection services in a timely manner and to maintain an acceptable level service.

FISCAL IMPACT:

An appropriation from the General Fund in the amount of $900,000 to Account No. 001-3000-442.33-53 is necessary and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department. Funds exhausted to date have been 100% recovered by said fees.

ALTERNATIVES:

1. Adopt Resolution 2024-54, as recommended.
2. Do not adopt Resolution 2024-54 and provide alternative direction to staff. Not adopting Resolution 2024-54 would cause a reduction in the level of service to private development applicants in processing of their projects. Additionally, staff would have less time to work on the City's capital improvement projects.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-54, ERSC Amendment No. 2.docx
2. Amendment No.2 to PSA Plan Check and Insp.docx
3. CC Resolution No. 2023-088.pdf
4. CC Resolution No. 2024-008.pdf

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**
Patrick Safari, CIP Manager

MEETING DATE: **October 22, 2024**

SUBJECT: **Consideration of Resolution 2024-166, Awarding a Construction Contract for Project No. 2023-15W Ramsey Street Water Main Replacement - Phase 1 to MCC Pipeline, Inc. of Yucaipa, CA in the Amount of $1,199,106.33 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $1,319,016.96.**

RECOMMENDATION:

Approve Resolution 2024-166

BACKGROUND:

The City of Banning owns, operates, and maintains water distribution and transmission pipelines that distribute water to residents and businesses. To provide its customers with a reliable supply of water, it is important for the city to continue replacing aging and undersized water distribution infrastructure.

The 2018 City of Banning Integrated Master Plan (IMP) identified the existing 4-inch water main on the south side of Ramsey Street as deficient due to its age and conveyance capacity to support commercial development on the south side of Ramsey Street from Sunset Avenue to Highland Home Road.

On April 12, 2022, City Council approved Resolution 2022-35 authorizing the use of American Rescue Plan Act (ARPA) funds on certain eligible projects including making the necessary investments in water infrastructure. The approved ARPA project list included the replacement of the water main along Ramsey Street from Sunset Avenue to Highland Home Road.

On November 11, 2023, City Council approved Resolution 2023-182, awarding a Professional Services Agreement to Rick Engineering, Inc. for the design of Ramsey Street Water Main Replacement project.

On August 23, 2024, Public Works and Purchasing staff advertised an Invitation for Bids (IFB No. 24-079) on the City's electronic bidding system ProcureNow. Additionally, email notifications were

sent out to all vendors by ProcureNow. In response to these efforts, on October 4, 2024, the City received the following five (5) bids:

	Companies	**Price**
1)	MCC Pipeline, Inc.	$1,199,106.33
2)	Hemet Manufacturing Co dba Genesis Construction	$1,656,565.00
3)	Dominguez General Engineering, Inc.	$1,695,720.00
4)	RE Chaffee Construction, Inc.	$1,899,191.00
5)	Weka, Inc.	$2,263,930.00

Phase 1 scope of work will include the construction of 2,600 linear feet of a new 16-inch Ductile Iron Pipe (DIP) water main including reconnection of water services and new fire hydrants connections.

JUSTIFICATION:

MCC Pipeline Inc. is the lowest responsive and responsible bidder to construct Project No. 2023-15W "Ramsey Street Water Main Replacement - Phase 1". The project will improve water distribution in this part of the City of Banning where the existing 4-inch line has been identified as a deficient system component due to its age (installed approx. 1952) and diminishing integrity.

Staff evaluated the bid proposals based on qualifications, cost, experience with the requested scope of services and response to the request for proposals. As a result, staff recommend the award of a Construction Contract to MCC Pipeline, Inc. in the amount of $1,199,106.33.

FISCAL IMPACT:

Staff recommend awarding a Construction Contract to MCC Pipeline, Inc. in the amount of $1,199,106.33 and approving a 10% contingency in the amount of $119,910.63 for a total "not-to-exceed" project budget of $1,319,016.96.

An appropriation from the Water Capital Facilities Fund 661 balance to Account No. 661-6300-471.95-10 in the amount of $1,199,106.33 is necessary to fund the Construction Contract with MCC Pipeline, Inc.

The Construction Contract with MCC Pipeline, Inc. will be partially funded by ARPA funding in the amount of $900,000 administered by the County of Riverside.

ALTERNATIVES:

1. Do not approve Resolution 2024-166 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-166
2. Resolution 2022-35
3. Resolution 2023-182
4. MCC Pipeline, Inc Bid Proposal

Approved by:

_____
Douglas Schulze
City Manager

RESOLUTION 2024-166

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR PROJECT NO. 2023-15W RAMSEY STREET WATER MAIN REPLACEMENT - PHASE 1 TO MCC PIPELINE, INC. OF YUCAIPA, CA IN THE AMOUNT OF $1,199,106.33 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $1,319,016.96

WHEREAS, the City of Banning owns, operates, and maintains water distribution and transmission pipelines that distribute water to residents and businesses. To provide its customers with a reliable supply of water, it is important for the city to continue replacing aging and undersized water distribution infrastructure; and

WHEREAS, the 2018 City of Banning Integrated Master Plan (IMP) identified the existing 4-inch water main on the south side of Ramsey Street as deficient due to its age and conveyance capacity to support commercial development on the south side of Ramsey Street from Sunset Ave to Highland Home Road; and

WHEREAS, on April 12, 2022, City Council approved Resolution 2022-35 authorizing the use of American Rescue Plan Act (ARPA) funds on certain eligible projects including making the necessary investments in water infrastructure. The approved ARPA project list included the replacement of the water main along Ramsey Street from Sunset Avenue to Highland Home Road; and

WHEREAS, on November 11, 2023, City Council approved Resolution 2023-182, awarding a Professional Services Agreement to Rick Engineering, Inc. for the design of Ramsey Street Water Main Replacement project; and

WHEREAS, on August 23, 2024, staff released an Invitation for Bids (IFB No.24-079) for Project No.2023-15W Ramsey Street Water Main Replacement on the City's electronic bidding system ProcureNow and received five (5) bid proposals ranging in price from $1,199,106.33 to $2,263,930; and

WHEREAS, Phase 1 scope of work will include the construction of 2,600 linear feet of a new 16-inch Ductile Iron Pipe (DIP) water main including reconnection of water services and new fire hydrants connections; and

WHEREAS, Ramsey Street Water Main Replacement - Phase 1" will improve water distribution in this part of the City of Banning where the existing 4-inch line has been identified as a deficient system component due to its age (installed approx. 1952) and diminishing integrity; and

WHEREAS, Staff recommend awarding a Construction Contract to MCC Pipeline, Inc. in the amount of $1,199,106.33 and approving a 10% contingency in the amount of $119,910.63 for a total "not-to-exceed" project budget of $1,319,016.96; and

WHEREAS, an appropriation from the Water Capital Facilities Fund 661 balance to Account No. 661-6300-471.95-10 in the amount of $1,199,106.33 is necessary to fund the Construction Contract with MCC Pipeline, Inc.; and

WHEREAS, the Construction Contract with MCC Pipeline, Inc. will be partially funded by ARPA funding in the amount of $900,000 administered by the County of Riverside.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the Construction Contract between MCC Pipeline, Inc. and the City of Banning.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to the Construction Contract with MCC Pipeline, Inc.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and to execute the Construction Contract with MCC Pipeline, Inc.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 22nd day of October 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-166, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of October 2024 by the following vote, to wit:

AYES: Flynn, Happe, Sanchez, and Wallace.

NOES:

ABSENT: Minjares.

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Construction Contract with MCC Pipeline, Inc.

CONTRACT (C01084)

CITY OF BANNING CONTRACT FOR
RAMSEY STREET WATER MAIN REPLACEMENT & IFB 24-079

THIS CONTRACT ("Contract") is made and entered this _____ ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and MCC Pipeline, Inc. ("Contractor"). Contractor's California State Contractor's license number is 993248; Class A, C34). Contractor's DIR registration number is 1000012208.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Ramsey Street Water Main Replacement ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of One Million One Hundred Ninety-Nine Thousand One Hundred Six Dollars and Thirty-Three Cents ($1,199,106.33) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Debarment or Suspension.

Contractor represents and warrants that, as of the Effective Date of this Agreement, Contractor is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Contractor shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Contractor and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Contractor or any subcontractor becomes debarred or suspended during the Term of this Agreement, Contractor shall immediately notify City.

11. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BANNING

City Council Approval: _____

By: _____
City Manager Date

ATTEST:

APPROVED AS TO FORM:

By: _____
Administrative City Clerk Date

By: _____
City Attorney Date

_____
("CONTRACTOR")

By: _____

Richards, Watson & Gershon - 2018

Name: Date
Title:

By: _____

Name: Date
Title:

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Consideration of Resolutions 2024-199 and 2024-08 UA, Authorizing Overnight Loans from June 30, 2024, Until July 1, 2024, from the Water and Wastewater Enterprise Funds to Cover Governmental Funds Negative Cash at Fiscal Year End in the Amounts of $1,050,000 and $50,000, Respectively**

RECOMMENDATION:

Adopt Resolutions 2024-199 and 2024-08 UA.

BACKGROUND:

For the purposes of annual financial reporting for the City's Annual Comprehensive Financial Report, no fund is allowed to carry a negative cash balance at the time of reporting. As of June 30, 2024, the City had four funds/fund groupings with large negative cash balances. Those funds were the Electric Enterprise fund grouping that was covered with General Fund Cash, the BEA Capital Projects Fund that was covered by Governmental Fund Cash, the Transit Fund that was covered with Governmental Fund Cash, and the Risk Management Fund, which is partially covered with Governmental Fund Cash, but requires this $1,100,000 overnight loan to bring cash to zero as of June 30, 2024.

JUSTIFICATION:

The Electric Enterprise Fund Grouping had a negative cash balance of just over $9.1 million as of June 30, 2024. The General Fund had cash to cover that negative balance at that time. With the recent emergency rate increases for Electric and Council's direction to move forward with potential bond funding, Electric may resolve its negative cash issues by June 30, 2025.

The BEA Capital Projects Fund had a negative cash balance of just over $4.0 million as of June 30, 2024. Other Governmental Funds had sufficient cash to cover those shortfalls. Staff is currently preparing a bond draw on an existing bond that was issued from the Successor Agency for these projects that will recover over $7.6 million in cash to repay the fund for capital expenditures. Staff expects this cash to be positive before June 30, 2025.

The Transit Fund had a negative cash balance of just over $3.7 million as of June 30, 2024, but received approximately that amount since fiscal year end for the reimbursement for bus purchases made during the year under audit. Therefore, that cash has been recouped.

The Risk Management Fund had negative cash of just over $4.3 million as of June 30, 2024. This negative balance has been growing for a few years due to recurring 30% increases in the cost of Citywide insurance premiums over the past several years, combined with a large litigation settlement dating back several years that was paid during the last fiscal year. This fund is funded through the

Citywide Cost Allocation Plan, which lags up to two years. Staff is preparing the Cost Allocation Plan for fiscal year 3034-25 at this time and is adding funding to Risk Management to allow correction of this negative cash over the next four to five years.

Based on the analysis above, management does not anticipate needing another overnight loan from the Banning Utility Authority as of June 30, 2025, or going forward.

FISCAL IMPACT:

Ratepayer revenues are not allowed to be used for this overnight loan and staff ensured that sufficient non-ratepayer revenues in fiscal year 2023-24 were sufficient to cover this transfer. The loan will not impact overall assets, liabilities, or net position of the Risk Management Fund or the Banning Utility Authority. The loan will only impact cash and the amount due to and from the other.

ALTERNATIVES:

Do not adopt resolutions and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2024-199, BUA Overnight Loan.docx
2. Resolution 2024-08 UA, BUA Overnight Loan.docx

RESOLUTION 2024-199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING ACCEPTANCE OF AN OVERNIGHT LOAN FROM THE BANNING UTILITY AUTHORITY TO THE RISK MANAGEMENT INTERNAL SERVICE FUND IN THE AMOUNT OF $1,100,000 FROM JUNE 30, 2024, TO JULY 1, 2024

WHEREAS, for the purposes of annual financial reporting for the City's Annual Comprehensive Financial Report, no fund is allowed to carry a negative cash balance at the time of reporting; and

WHEREAS, as of June 30, 2024, the City had four funds/fund groupings with large negative cash balances; and

WHEREAS, those funds were the Electric Enterprise fund grouping that was covered with General Fund Cash, the BEA Capital Projects Fund that was covered by Governmental Fund Cash, the Transit Fund that was covered with Governmental Fund Cash, and the Risk Management Fund, which is partially covered with Governmental Fund Cash, but requires this $1,100,000 overnight loan to bring cash to zero as of June 30, 2024; and

WHEREAS, ratepayer revenues are not allowed to be used for this overnight loan and staff ensured that sufficient non-ratepayer revenues in fiscal year 2023-24 were sufficient to cover this transfer; and

WHEREAS, the loan will not impact overall assets, liabilities, or net position of the Risk Management Fund or the Banning Utility Authority and the loan will only impact cash and the amount due to and from the other.

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves overnight loans totaling $1,100,000 from June 30, 2024, to July 2024, from the Water Enterprise Fund Group to the Risk Management Internal Service Fund in the amount of $1,050,000 and from the Wastewater Enterprise Fund Group to the Risk Management Internal Service Fund in the amount of $50,000.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December 2024.

_____

Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-199, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of December 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

RESOLUTION 2024-08 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING AN OVERNIGHT LOAN FROM THE BANNING UTILITY AUTHORITY TO THE RISK MANAGEMENT INTERNAL SERVICE FUND IN THE AMOUNT OF $1,100,000 FROM JUNE 30, 2024, TO JULY 1, 2024

WHEREAS, for the purposes of annual financial reporting for the City's Annual Comprehensive Financial Report, no fund is allowed to carry a negative cash balance at the time of reporting; and

WHEREAS, as of June 30, 2024, the City had four funds/fund groupings with large negative cash balances; and

WHEREAS, those funds were the Electric Enterprise fund grouping that was covered with General Fund Cash, the BEA Capital Projects Fund that was covered by Governmental Fund Cash, the Transit Fund that was covered with Governmental Fund Cash, and the Risk Management Fund, which is partially covered with Governmental Fund Cash, but requires this $1,100,000 overnight loan to bring cash to zero as of June 30, 2024; and

WHEREAS, ratepayer revenues are not allowed to be used for this overnight loan and staff ensured that sufficient non-ratepayer revenues in fiscal year 2023-24 were sufficient to cover this transfer; and

WHEREAS, the loan will not impact overall assets, liabilities, or net position of the Risk Management Fund or the Banning Utility Authority and the loan will only impact cash and the amount due to and from the other.

NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority of the City of Banning as follows:

SECTION 1. The Banning Utility Authority approves overnight loans totaling $1,100,000 from June 30, 2024, to July 2024, from the Water Enterprise Fund Group to the Risk Management Internal Service Fund in the amount of $1,050,000 and from the Wastewater Enterprise Fund Group to the Risk Management Internal Service Fund in the amount of $50,000.

SECTION 2. The Utility Authority authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2024.

Chairperson
Banning Utility Authority

ATTEST:

Caroline Patton, Secretary
Banning Utility Authority

APPROVED AS TO FORM:

Serita R. Young, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2024-08 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 10th day of December, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vincent Avila, Chief of Police**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**Receive and File Corrected Police Statistics for 2024 Year-to-Date**

RECOMMENDATION:

Receive and File.

BACKGROUND:

At the October 22, 2024, City Council Meeting it was discovered that there had been a possible error in the Police stats being reported to City Council for approval. City Council asked that the Police stats be reviewed to confirm their accuracy.

JUSTIFICATION:

The Banning City Council discovered what appeared to be errors in the Police statistics being reported to Council. The Banning Police Department reviewed the related stats and it was discovered that a computing error utilizing Microsoft Excel caused an inaccurate reporting of Police stats being filed with City Council. The Banning Police Records Bureau worked with the City of Banning Information Technology Department to address the issues. Police statistics were regenerated after the corrections and are now being presented to council.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Revised Police Stats Jan to Oct 2024.pdf

BANNING POLICE DEPARTMENT
JANUARY, 2024

CRIME	Jan-24	Jan-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	**0**	**0**	**0%**	**0**	**0**	**0%**
Rape	**0**	**0**	**0%**	**0**	**0**	**0%**
Robbery	**0**	**3**	**-100%**	**0**	**3**	**-100%**
Assaults Agg/Simp	**22**	**19**	**16%**	**22**	**19**	**16%**
Burglary	**6**	**17**	**-65%**	**6**	**17**	**-65%**
Vehicle Theft	**3**	**8**	**-63%**	**3**	**8**	**-63%**
Larceny	**13**	**25**	**-48%**	**13**	**25**	**-48%**
OTHER					**0**	
Narcotics	**7**	**16**	**-56%**	**7**	**16**	**-56%**
DUI	**1**	**2**	**-50%**	**1**	**2**	**-50%**
T/C Non-Injury	**24**	**11**	**118%**	**24**	**11**	**118%**
T/C Injury	**6**	**6**	**0%**	**6**	**6**	**0%**
T/C Fatal	**0**	**0**	**0%**	**0**	**0**	**0%**
Citations	**64**	**86**	**-26%**	**64**	**86**	**-26%**
Total Incidents	**2823**	**2847**	**-1%**	**0**	**2847**	**-100%**

BANNING POLICE DEPARTMENT
FEBRUARY, 2024

CRIME	Feb-24	Feb-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	1	1	0%	1	1	0%
Robbery	0	1	-100%	0	4	-100%
Assaults Agg/Simp	28	21	33%	50	40	25%
Burglary	4	14	-71%	10	31	-68%
Vehicle Theft	3	10	-70%	6	18	-67%
Larceny	17	21	-19%	30	46	-35%
OTHER						
Narcotics	10	15	-33%	17	31	-45%
DUI	0	1	-100%	1	3	-67%
T/C Non-Injury	21	13	62%	45	24	88%
T/C Injury	0	1	-100%	6	7	-14%
T/C Fatal	0	0	0%	0	0	0%
Citations	77	62	24%	141	148	-5%
Total Incidents	2752	2557	8%	2752	5404	-49%

BANNING POLICE DEPARTMENT
MARCH, 2024

CRIME	Mar-24	Mar-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	0	1	-100%	0	1	-100%
Rape	1	0	100%	2	1	100%
Robbery	0	0	0%	0	4	-100%
Assaults Agg/Simp	7	17	-59%	57	57	0%
Burglary	10	13	-23%	20	44	-55%
Vehicle Theft	7	6	17%	13	24	-46%
Larceny	19	28	-32%	49	74	-34%
OTHER						
Narcotics	16	7	129%	33	38	-13%
DUI	2	2	0%	3	5	-40%
T/C Non-Injury	20	22	-9%	65	46	41%
T/C Injury	2	8	-75%	8	15	-47%
T/C Fatal	0	0	0%	0	0	0%
Citations	89	42	112%	230	190	21%
Total Incidents	2728	2942	-7%	5480	8346	-34%

BANNING POLICE DEPARTMENT
APRIL, 2024

CRIME	Apr-24	Apr-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	1	0	100%	1	1	0%
Rape	0	1	-100%	2	2	0%
Robbery	1	0	100%	1	4	-75%
Assaults Agg/Simp	16	18	-11%	73	75	-3%
Burglary	24	20	20%	44	64	-31%
Vehicle Theft	4	9	-56%	17	33	-48%
Larceny	10	25	-60%	59	99	-40%
OTHER						
Narcotics	8	3	167%	41	41	0%
DUI	1	1	0%	4	6	-33%
T/C Non-Injury	17	16	6%	82	62	32%
T/C Injury	6	5	20%	14	20	-30%
T/C Fatal	0	0	0%	0	0	0%
Citations	102	45	127%	332	235	41%
Total Incidents	2693	2775	-3%	8173	11121	-27%

BANNING POLICE DEPARTMENT
MAY, 2024

CRIME	May-24	May-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	2	1	100%	3	2	50%
Rape	1	1	0%	3	3	0%
Robbery	0	2	-100%	1	6	-83%
Assaults Agg/Simp	18	10	80%	91	85	7%
Burglary	2	9	-78%	46	73	-37%
Vehicle Theft	2	9	-78%	19	42	-55%
Larceny	10	15	-33%	69	114	-39%
OTHER						
Narcotics	2	10	-80%	43	51	-16%
DUI	2	2	0%	6	8	-25%
T/C Non-Injury	4	12	-67%	86	74	16%
T/C Injury	4	5	-20%	18	25	-28%
T/C Fatal	0	0	0%	0	0	0%
Citations	115	56	105%	447	291	54%
Total Incidents	3172	2852	11%	11345	13973	-19%

BANNING POLICE DEPARTMENT
JUNE, 2024

CRIME	Jun-24	Jun-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	1	0	100%	4	2	100%
Rape	1	1	0%	4	4	0%
Robbery	4	0	400%	5	6	-17%
Assaults Agg/Simp	11	14	-21%	102	99	3%
Burglary	7	12	-42%	53	85	-38%
Vehicle Theft	2	13	-85%	21	55	-62%
Larceny	12	21	-43%	81	135	-40%
OTHER						
Narcotics	9	12	-25%	52	63	-17%
DUI	5	0	500%	11	8	38%
T/C Non-Injury	24	17	41%	110	91	21%
T/C Injury	5	1	400%	23	26	-12%
T/C Fatal	0	0	0%	0	0	0%
Citations	169	98	72%	616	389	58%
Total Incidents	3135	3066	2%	14480	17039	-15%

BANNING POLICE DEPARTMENT
JULY, 2024

CRIME	Jul-24	Jul-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	4	2	100%
Rape	0	2	-100%	4	6	-33%
Robbery	0	1	-100%	5	7	-29%
Assaults Agg/Simp	13	26	-50%	115	125	-8%
Burglary	6	14	-57%	59	99	-40%
Vehicle Theft	6	12	0%	27	67	-60%
Larceny	15	25	-40%	96	160	-40%
OTHER						
Narcotics	18	14	29%	70	77	-9%
DUI	5	0	500%	16	8	100%
T/C Non-Injury	13	15	-13%	123	106	16%
T/C Injury	1	7	-86%	24	33	-27%
T/C Fatal	0	0	0%	0	0	0%
Citations	132	91	45%	748	480	56%
Total Incidents	3375	3686	-8%	17855	20725	-14%

BANNING POLICE DEPARTMENT
AUGUST, 2024

CRIME	Aug-24	Aug-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	1	0	100%	5	2	150%
Rape	0	0	0%	4	6	-33%
Robbery	1	2	-50%	6	9	-33%
Assaults Agg/Simp	9	16	-44%	124	141	-12%
Burglary	4	3	33%	63	102	-38%
Vehicle Theft	10	16	-38%	37	83	-55%
Larceny	12	24	-50%	108	184	-41%
OTHER						
Narcotics	16	15	7%	86	92	-7%
DUI	2	1	100%	18	9	100%
T/C Non-Injury	0	9	-100%	123	115	7%
T/C Injury	1	0	100%	25	33	-24%
T/C Fatal	0	0	0%	0	0	0%
Citations	110	140	-21%	858	620	38%
Total Incidents	3274	3339	-2%	21129	24064	-12%

BANNING POLICE DEPARTMENT
SEPTEMBER, 2024

CRIME	Sep-24	Sep-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	5	2	150%
Rape	0	0	0%	4	6	-33%
Robbery	0	1	-100%	6	10	-40%
Assaults Agg/Simp	14	21	-33%	138	162	-15%
Burglary	1	4	-75%	64	106	-40%
Vehicle Theft	9	17	-47%	46	100	-54%
Larceny	19	14	36%	127	198	-36%
OTHER						
Narcotics	10	14	-29%	96	106	-9%
DUI	1	2	-50%	19	11	73%
T/C Non-Injury	17	10	70%	140	125	12%
T/C Injury	7	10	-30%	32	43	-26%
T/C Fatal	0	0	0%	0	0	0%
Citations	87	81	7%	945	701	35%
Total Incidents	3402	2927	16%	24531	26991	-9%

BANNING POLICE DEPARTMENT
OCTOBER, 2024

CRIME	Oct-24	Oct-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	5	2	150%
Rape	0	1	-100%	4	7	-43%
Robbery	0	2	-100%	6	12	-50%
Assaults Agg/Simp	11	26	-58%	149	188	-21%
Burglary	4	9	-56%	68	115	-41%
Vehicle Theft	8	9	-11%	54	109	-50%
Larceny	19	19	0%	146	217	-33%
OTHER						
Narcotics	6	15	-60%	102	121	-16%
DUI	4	4	0%	23	15	53%
T/C Non-Injury	9	9	0%	149	134	11%
T/C Injury	4	8	-50%	36	51	-29%
T/C Fatal	0	0	0%	0	0	0%
Citations	74	64	16%	1019	765	33%
Total Incidents	3011	2866	5%	27542	29857	-8%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**December 10, 2024**
SUBJECT:	**City Attorney Performance Evaluation**

RECOMMENDATION:

Determine, by consensus, if discussion of City Attorney Performance Evaluation should be added to the January 14, 2025, Closed Session agenda.

BACKGROUND:

A request has been submitted by Councilmember Flynn to add Evaluation of City Attorney Performance to a future closed session agenda. The process for adding items to the agenda is established by Section 3.5 of the Banning Procedural Manual, which was adopted by the City Council in 2012 and has been amended several times, most recently, by Resolution 2024-164 on October 8, 2024. Section 3.5 reads, as follows:

"Any Legislative Body member may have the City Manager place any business on the agenda that should be discussed under the item of the regular meeting agenda titled “New Items.” Any Legislative Body member desiring to present a subject for the Legislative Body’s consideration shall advise the City Manager’s office of that fact not later than 12:00 noon on the Tuesday of the week preceding the meeting at which the member wishes the subject to be considered. The matter shall then be listed on the next agenda for discussion under Item 11 (New Items) of the regular meeting agenda. The Legislative Body shall then determine whether the proposed item should be a future agenda item for discussion and deliberation by consensus. The City Manager shall advise the Legislative Body member of constraints affecting staff’s ability to produce an agenda report, and when the matter should be scheduled.

Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body (except for any other legislative body where the responsibility may be assigned to the City Manager’s designee) and may place matters on the agenda in accordance with the City Manager’s evaluation of administrative priorities and resource capacities of the City."

JUSTIFICATION:

Newly elected City Council discussion of City Attorney performance. The City Attorney is one of two employees of the Legislative Body (City Council).

FISCAL IMPACT:

None.

ALTERNATIVES:

Do not add City Attorney Performance Evaluation to the January 14, 2025, Closed Session Agenda.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

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CONTRACT (C01068)

CITY OF BANNING CONTRACT FOR SAN GORGONIO SUBSTATION 12KV EXTENSION BY AND BETWEEN CITY OF BANNING AND ELECTRIC POWER SYSTEMS INTERNATIONAL INC.

THIS CONTRACT ("Contract") is made and entered this day of September 10, 2024 ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and ELECTRIC POWER SYSTEMS INTERNATIONAL INC, a Missouri corporation ("Contractor"). Contractor's California State Contractor's license number is1068030; Class C-10. Contractor's DIR registration number is 1000013541.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Contract Documents consist of this Contract, the Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Bid is attached hereto as Exhibit "A" and incorporated herein by reference, the General Provisions are attached hereto and incorporated herein by reference, and the remaining Contract Documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as San Gorgonio Substation 12kV Extension ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Fifty-Eight Thousand Thirty-Nine Dollars and Eighty Cents ($58,039.80) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Debarment & Suspension. Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of

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contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify City.

8 Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

9. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

10. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

11. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. Signatures. Electronic Signatures: Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

13. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

SIGNATURES ON THE NEXT PAGE

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IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BANNING

City Council Approval: 2024-146

By: _____ 9/12/2024
City Manager Date

ATTEST:

By: _____ 9/12/2024
Administrative City Clerk Date

APPROVED AS TO FORM:

By: Serita R. Young 9/11/2024
City Attorney Date

_____
("CONTRACTOR")

By: George Bratkiv 9/12/2024
Name: George Bratkiv Date
Title: President

By: _____
Name: Date
Title:

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GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Banning.

Board – The City Council of the City of Banning.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

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Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

Abbreviation	**Word or Words**
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Payment Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

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2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should the Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work commences on this Project. The Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

> The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees,

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agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the Special Provisions shall control over the General Provisions, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Bid.

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5. Special Provisions.
6. General Provisions.
7. Plans.
8. Standard Plans.
9. Standard Specifications.
10. Reference Specifications.

3-9 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-

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sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and

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installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within Two Hundred Fifty (250) Working Days from the Notice to Proceed.

3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees and warranties;

3. Evidence that the Performance Bond has been extended and will remain in effect for the period specified in Section 1-7.2 of the Standard Specifications, as modified by these General Provisions;

4. All “as-builts”;

5. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the City Engineer in writing.

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3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify, and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than five (5) Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

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The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that the Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of the Project by the Contractor or by any Subcontractor for each calendar

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day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on the Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

The Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce

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such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

> The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City shall not be liable for any accident, loss or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

5-4.2.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

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5-4.2.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.2.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must be executed on forms titled approved by the City. The endorsements must specifically name the City of Banning and its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.5 Subcontractors

The Contractor shall require each of its Subcontractors that perform services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.5 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5.7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

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The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop payment notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged, or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. The City shall not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-8.1.1 Taxes and Workers' Compensation

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements

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The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged, or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors, or their officers, agents, servants, or employees (or any entity or individual for whom the Contractor's Subcontractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the parties.

5-8.2 Workers' Compensation Acts not Limiting

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees, and volunteers.

5-8.3 Insurance Requirements not Limiting

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty, or interest asserted against the City.

5-8.4 Civil Code Exception

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.5 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.6 Waiver of Right of Subrogation

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The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.7 Survival of Terms

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the City Engineer for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the City Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Approximately One (1) week before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer for approval a minimum of One (1) week before the pre-construction conference. Unless previously

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submitted to the City Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.

2) Procurement schedule of major equipment and materials and items requiring long lead time.

3) Shop drawing/sample submittal schedule.

4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.

5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.

2) Notification of local residents before starting any Work and keeping them informed throughout the Project.

3) Procedures for transmittal, review, and distribution of the Contractor's submittals.

4) Processing applications for payment.

5) Maintaining record documents.

6) Critical Work sequencing.

7) Maintaining sewage service during construction, including proposed by-passes.

8) NPDES requirements, if any.

9) Field decisions and Change Orders.

10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.

11) Major equipment deliveries and priorities.

12) Traffic control.

13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside

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at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. No Work will be allowed on Saturday or Sunday or City holidays, which are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day After Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve. In addition, no Work will be allowed on any special election Day that may be declared. Should a special election be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twenty-four (24) hours' notice to the City Engineer so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a "stay at home" or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

6-4.2 Extensions of Time

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In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

Section 6-9 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-4, the Contractor shall pay to the City, or have withheld from moneys due the Contractor, the sum of $750.00.

Execution of the Contract shall constitute agreement by the City and the Contractor that $750.00 per Day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete

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the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The unit and lump sum prices to be paid shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City Engineer before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of acceptance or cessation, but not later than the period permitted by Public Contract Code Section 7107.

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7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated

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retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

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The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

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Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in the Contractor's Bid.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in

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dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, "claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City, (ii) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by the City. The Contractor or any subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable).

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 *et seq.*) is a prerequisite to filing any lawsuit against the City relating to this Contract.

9-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19

The Contractor and all Subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the "Safety and Health Guidance COVID-19 Infection Prevention in Construction" issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020, and as may be amended from time to time by the Department.

Prior to the pre-construction meeting, the Contractor shall submit to the City a "COVID-19 Mitigation Program" implementing these requirements and shall post the COVID-19 Mitigation Program on the Project site in a manner designated by the City's Project Manager. The failure of employees or workers of the Contractor and all Subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor

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acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by the Contractor or one of its Subcontractors to comply with these requirements, the City is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to the City the costs and expenses incurred by the City resulting from the failure of employees of the Contractor and all Subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for City employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers' compensation benefits and expenses. Delays in the Work resulting from the Contractor's or its Subcontractor's failure to comply with these regulations shall not be considered an unforeseen event entitling the Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

9-13 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-14 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-15 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in Superior Court with geographic jurisdiction over the City.

9-16 TIME

Time is of the essence in these Contract Documents.

9-17 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as

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herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-18 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-19 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-20 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-21 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

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9-22 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

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SPECIAL PROVISIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 3 (Construction Methods) and 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, the Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

b. Subsurface or latent physical conditions at the site differing from those indicated; and/or

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this

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provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are the Contractor's responsibility and must be included in the Contractor's bid.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 402 - UTILITIES

402-1 LOCATION

Except as shown in the Plans or specified in the Special Provisions, the location and existence of underground utilities or substructures has not been obtained. Subject to Government Code Section 4215, the methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

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UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq*. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

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402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

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402-7 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: City of Banning

Phone Number: 951.922.3263

Contact Person: Brandon Robinson

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EXHIBIT "A"

ELECTRIC POWER SYSTEMS TESTING & ENGINEERING SERVICES

• www.epsii.com

Date: 8/15/24

Brandon Robinson
CITY OF BANNING
99 E RAMSEY ST
BANNING, CA 92220

Cell: (951) 922-3263
Email: brobinson@banningca.gov

Reference: EPS Quote LAX-LL-Q24526

1. PROJECT SUMMARY:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on San Gorgonio 12kV Circuit Extension. This project is located in Banning, California.

2. SCOPE OF WORK:

In order to complete our obligations to the San Gorgonio Substation Construction project, EPS is pleased to offer a cost estimate for the work required to deliver a fully functioning substation as described in the original contract documents.
EPS will provide the necessary labor, materials and equipment to complete the installation of the San Gorgonio Substation's 12kV circuit extension to the vacated area of the decommissioned Alola Substation as defined by project scope of work:

1. Two (2) excavations for conduit installation on both sides of I-10 freeway.
2. Clear rock out of the 8" line.
3. Install 1-5" and 1-2" or 1-1.5" conduits from south side of freeway to north side of freeway.
4. Install conduits approximately 60' from excavation pit to vacated Alola Substation property at 60 S. Alola St.
5. Excavation for one vault installation with rock bottom on south side of freeway. BEU to provide vault.
6. Install 1-6" and 1-2" conduit from pole to vault, 1-5" and 1-2" or 1-1.5" to abandoned pipe on south side of freeway.
7. BEU to provide traffic control labor and materials.
8. Asphalt repair at Livingston St and Alola St.
9. Additional testing for circuit breaker.

3. PRICING: ..... $ 58,039.80

4. CLARIFICATIONS AND ASSUMPTIONS:

4.1. Quotes are valid for 90 days. EPS full terms & conditions can be released upon request by the client.
4.2. The pricing assumes field technicians working Monday – Friday, 10 hour/days, consecutive day shifts.