AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

February 24, 2026
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.

This meeting is being held via Zoom so that members of the public may observe and participate in this meeting electronically. If you participate in this meeting via Zoom, you are agreeing to abide by the City's Zoom Community Standards for Public Meetings (provided in full on the last page of the agenda). *Esta reunión se lleva a cabo en la Cámara y a través de Video/Teleconferencia en Zoom para que los miembros del público puedan observar y participar en esta reunión de manera electrónica. Si elige participar en esta reunión a través de Zoom, acepta cumplir con los Estándares comunitarios de Zoom para reuniones públicas de la ciudad (que se proporcionan en su totalidad en la última página de la agenda).*

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Dial in: +1 669 900 9128

Meeting ID: 820 1264 4588
Password: 92220

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 Pastor James Baylark of First Community Baptist Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. CLOSED SESSION

2.1 **Conference with Labor Negotiator Pursuant to Government Code Section 54957.6**
Agency Designated Representative: Mayor Richard Royce or his designee. Unrepresented

Potential Employee: City Manager.

2.2 **Public Employee Appointment/Employment Pursuant to Government Code Section 54957**
Title: City Manager.

3. CONSIDERATION AND POSSIBLE APPROVAL OF THE CITY MANAGER EMPLOYMENT AGREEEMENT

3.1 Consideration of Resolution 2026-39, Appointment of Elizabeth M. Gibbs as City Manager and Approving the City Manager Employment Agreement

Recommendation:

Adopt Resolution 2026-39 approving a City Manager Employment Agreement between the City of Banning and Elizabeth Gibbs.

4. AGENDA APPROVAL

4.1 **AGENDA APPROVAL**

5. PRESENTATIONS/PROCLAMATIONS

5.1 Proclamation for Black History Month.
Recommendation: Proclaim February 2026 Black History Month.

6. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

7. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

7.1 **PUBLIC COMMENTS**

7.2 **CORRESPONDENCE**

7.3 **APPOINTMENTS**

7.4 **CITY COUNCIL COMMITTEE REPORTS**

7.5 **ANNOUNCEMENTS OF CITY COUNCIL MEMBERS**

7.6 **CITY MANAGER'S REPORT**

7.7 **CITY ATTORNEY'S REPORT**

8. 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.

8.1 Consideration and approval of the meeting minutes of the Workshop held on January 13, 2026, and the Special Meeting held on January 28, 2026.
Recommendation: Approve the meeting minutes of the Workshop held on January 13, 2026, and the Special Meeting held on January 28, 2026.

8.2 Receive and File Fire Protective Services Statistics for the Month of January 2026.
Recommendation: Receive and file.

8.3 Receive and File Code Enforcement Statistics for the Month of January 2026
Recommendation: Receive and file.

8.4 Receive and File Animal Control Statistics for the Month of January 2026
Recommendation: Receive and file.

8.5 Receive and File Police Department Statistics for the Month of January 2026
Recommendation: Receive and file.

8.6 Community Cleanup and Compost Giveaway Event Update
Recommendation: This is informational only; receive and file report.

8.7 Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Reduction of the Improvement Bonds and Exoneration of Monumentation Bonds
Recommendation: City Council accept as complete various improvements related to the Atwell Specific Plan Development and authorize the 90% reductions in the improvements bonds and exoneration of Monumentation Bonds.

8.8 Consideration of Resolution 2026-34, Approving the Professional Services Agreement with NewGen Strategies and Solutions, LLC in the amount of $90,000 for a three-year term to provide a rate review assessment and services to the Banning Electric Utility's electric rates.
Recommendation: Adopt Resolution 2026-34

8.9 Consideration of Resolution 2026-36, Approving the City of Banning Interfund Advances or Loan Policy
Recommendation: Adopt Resolution 2026-36

8.10 Consideration of Resolution 2026-37, Amending the Classification and Compensation Plan, Classification Change (Civil Engineer Series)
Recommendation:

Adopt Resolution 2026-37

8.11 Consideration of Resolution 2026-38, Approving Amendment No. 1 to the Professional Services Agreement with UltraSystems Environmental, Inc. for an Additional Amount of $230,770 for Construction Environmental Monitoring Services Related to the Sun Lakes Boulevard Extension Project
Recommendation: Adopt Resolution 2026-38

9. PUBLIC HEARINGS

9.1 Introduction and First Reading of Ordinance No. 1621, and Adoption of Resolution No. 2026-35, an update and amendment to Chapter 15.76 the Transportation Uniform Mitigation Fee (TUMF) Program
Recommendation: 1. Waive full reading and introduce by title only Ordinance No. 1621 and determine this action is exempt under CEQA
2. Adopt Resolution No. 2026-35, amending the applicable Transportation Uniform Mitigation Fee (TUMF) applicable to all developments in the City of Banning.

9.2 Consider Resolution 2026-24, Making a Finding of Exemption Under CEQA, Approving the Development Impact Fee Study (DIF) Dated January 2026, and Adopting New and Amended

Development Impact Fees, and Introducing Ordinance 1616 Amending Chapter 15.68 - Development Impact Fees of the Banning Municipal Code, Including Sections 15.68.040, 15.68.010, 15.68.020, 15.68.030, 15.68.040, 15.68.050, 15.68.060, 15.68.070, and Adding Section 15.68.080 Electric Facilities Development Impact Fees
Recommendation: 1) Determine this action is exempt under CEQA
2) Adopt Resolution 2026-24
3) Waive further reading, and introduce as read by title only, Ordinance 1616

10. REPORTS OF OFFICERS

11. DISCUSSION ITEMS/ACTION ITEMS

11.1 Review of Sales Tax Sharing and Operating Agreement between City of Banning and Dalia Auto Group, LLC and Khan Properties and Holdings, LLC (Diamond Chevrolet GMC)
Recommendation: Receive and file the update on the Sales Tax Sharing and Operating Agreement and provide direction to staff as appropriate.

11.2 Approval of the City's Strategic Plan "Banning 2030 - Designing Our Future Today"
Recommendation: Consider the approval of the City's Strategic Plan "Banning 2030 - Designing Our Future Today"

11.3 Discussion and Direction regarding potential modifications to the City of Banning Manual of Procedural Guidelines including, but not limited to, Section 10.3, 10.6, and 12.2
Recommendation: Discussion and direction regarding potential modifications to the City of Banning Manual of Procedural Guidelines including, but not limited to, Section 10.3, 10.6, and 12.2.

12. ITEMS FOR FUTURE AGENDAS

12.1 **NEW ITEMS**
12.2 **EXISTING ITEMS**
1. Emergency Preparedness (Barrington) January 2025
2. Review and Update Council Travel Policy (Flynn) May 2025
3. Streamline Procurement Policy (Flynn) August 2025
4. Community Garden, Sun Lakes (Flynn) September 2025
5.Update (anti-camping) Ordinance 1603 (Flynn) October 2025
6. Revise Manual of Procedural Guidelines, Article 10.3 (c) (Flynn) December 2025
7. Sales Tax Agreement Update with Diamond Chevrolet (Flynn) December 2025
8. Cannabis Warehouse Moratorium (New Facilities Only) (Barrington) December 2025
9. Update Outdated Billboard on Sunset St. (Flynn) January 2026
10. Continue Food Truck Festival (Barrington) January 2026

13. ADJOURNMENT

Next Regular Meeting – March 10, 2026

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- Your microphone must remain on mute, and you may only unmute your microphone when/if you are recognized by the Mayor.
- Your camera must be turned off unless/until you are recognized by the Mayor.
- To indicate a desire to make Public Comment, you must use the Raise Hand function. The Mayor will

not recognize those who have not used the Raise Hand function.

- Public Comment from Zoom attendees will immediately follow in-person comment from members of the public in Council Chambers.
- If you fail to adhere to these community guidelines, **you may be removed** for disrupting the meeting occurring in Council Chambers. You may rejoin the meeting but may be removed for each violation of these community standards.
- The chat function will be disabled for all City Council meetings on Zoom.

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- Su micrófono debe permanecer en silencio, y solo puede reactivar su micrófono cuando / si es reconocido por el alcalde.
- Su cámara debe estar apagada a menos que sea reconocido por el alcalde.
- Para indicar el deseo de hacer un Comentario Público, debe utilizar la función Levantar la mano. El alcalde no reconocerá a quienes no hayan utilizado la función Levantar la mano.
- Los comentarios públicos de lo que atienden por Zoom seguirán inmediatamente los comentarios en persona de los miembros del público en las Cámaras del Consejo.
- Si no cumple con estas pautas de la comunidad, es posible que lo destituyan por interrumpir la reunión que tiene lugar en las Cámaras del Consejo. Puede volver a unirse a la reunión, pero es posible que lo eliminen por cada violación de estos estándares de la comunidad.
- La función de chat estará deshabilitada para todas las Reuniones del Ayuntamiento en Zoom.

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.

Vickie Sellers

Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

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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.

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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:	**Art Vela, Interim City Manager**
PREPARED BY:	**Lisa Rossi, Human Resources Director**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-39, Appointment of Elizabeth M. Gibbs as City Manager and Approving the City Manager Employment Agreement**

RECOMMENDATION:

Adopt Resolution 2026-39 approving a City Manager Employment Agreement between the City of Banning and Elizabeth Gibbs.

BACKGROUND:

The purpose of this item is for the City Council to consider and take formal action on the Employment Agreement for the position of City Manager. Following an extensive recruitment and evaluation process, the City Council has identified Elizabeth M. Gibbs as the best-qualified individual to lead the City's operations and implement Council policy.

In accordance with Government Code Section 54953(c)(3), this report serves to provide a summary of the recommended compensation and fringe benefits. By approving this agreement, the City ensures executive leadership stability and provides the City Manager with the necessary contractual framework to effectively manage City departments, oversee the municipal budget, and support the Council's long-term strategic goals for the Banning community.

The agreement establishes a five-year term beginning February 25th, 2026, with an initial gross annual base salary of $311,955.00. In addition to base salary, the City will provide the following itemized benefits:

- Retirement & Deferred Compensation: Participation in CalPERS as a "Classic Member" (2% @ 60) and a City-paid contribution to a 457 deferred compensation plan equal to 5% of the base salary.

- Health & Welfare: An annual cafeteria benefit capped at $20,000.00 for health insurance and related plans, plus City-paid premiums for a $150,000.00 term life insurance policy and short-term disability coverage.

- Leave Accruals: Annual allotments of 160 hours of vacation leave (with a 40-hour initial bank), 96 hours of sick leave, 98 hours of executive leave (with a 40-hour initial bank), and 13 paid holidays plus one floating holiday.

- Allowances & Reimbursements: A monthly vehicle allowance of $250.00, and City-issued technology (cell phone, laptop, and desktop) and $250 per month for the candidate holding a Master's Degree.

- Professional Development: City-paid dues and travel expenses for participation in professional organizations such as ICMA.

JUSTIFICATION:

The City Manager position is critical to successful operations of the City of Banning. Ms. Gibbs is highly qualified and has the experience necessary to successfully perform the duties of the position.

FISCAL IMPACT:

The fiscal impact of this agreement includes a starting annual base salary of $311,955.00, along with a 5% deferred compensation contribution, a $20,000.00 annual cafeteria benefit and monthly stipend for vehicle use totaling $250.00.

ALTERNATIVES:

Do not approve Resolution 2026-39 and provide alternative directions to staff.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
Yes

ATTACHMENTS:
1. Resolution_2026-39.doc
2. City of Banning City Manager Employment Agreement FINAL.docx

RESOLUTION 2026-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPOINTING ELIZABETH M. GIBBS TO THE POSITION OF CITY MANAGER EFFECTIVE FEBRUARY 25TH, 2026 AND APPROVING A CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, after an extensive executive recruitment process, the Banning City Council has selected Elizabeth M. Gibbs for the position of Banning City Manager; and

WHEREAS, at the City Council regular meeting on February 24th, 2026, the Council considered a City Manager Employment Agreement between the City of Banning and Elizabeth M. Gibbs; and

WHEREAS, Elizabeth M. Gibbs has confirmed her desire to serve as City Manager for the City of Banning; and

WHEREAS, the parties agree that Elizabeth M. Gibbs has the necessary qualifications and experience to perform and serve as City Manager.

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

SECTION 1. The City Council approves the City Manager Employment Agreement with Elizabeth M. Gibbs, attached hereto as Exhibit "A", and authorizes the Mayor to execute same and the City Attorney to make any necessary non-substantive changes.

SECTION 2. The City Council authorizes any necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify 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 24th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkey, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-168, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of February 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Sandra Calderon, Acting Deputy City Clerk
City of Banning, California

Exhibit A
Employment Agreement with Elizabeth M. Gibbs

CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between CITY OF BANNING (hereinafter referred to as the "CITY"), and Elizabeth Gibbs, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this Agreement, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

Based on EMPLOYEE's executive and administrative qualifications and ability, the City Council of CITY ("COUNCIL") desires EMPLOYEE to serve as the City Manager for CITY; and

EMPLOYEE desires to serve and perform the responsibilities and duties as the City Manager for CITY; and

In consideration of these recitals and performance of the mutual promises, conditions and covenants contained herein, the CITY and EMPLOYEE agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Position, Duties & Term. EMPLOYEE agrees to serve as the City Manager and shall perform all City Manager functions, duties and services as established under California law and as set forth in the City of Banning Municipal Code ("Municipal Code") as may be amended from time to time. The Term of this Agreement and EMPLOYEE's employment with CITY shall commence on February 25, 2026, and shall terminate at 5:00 p.m. on February 24, 2031. EMPLOYEE's employment is subject to the "At-Will" provision in Section 1.2 and termination provisions in Section 6. Section 2.08.070 of the Municipal Code sets forth the Powers and Duties of the Banning City Manager (Powers & Duties).

As City Manager, EMPLOYEE shall function as the Chief Executive Officer of the CITY and shall be responsible to the CITY and its COUNCIL for the proper, lawful and ethical administration of all affairs of the CITY. In the role of the City Manager, EMPLOYEE shall also serve at the pleasure of the COUNCIL as the Director of any sub-entities/agencies of the City of Banning.

1.2 Employment with CITY "At-Will".

(a) EMPLOYEE's employment status with CITY shall be at-will and EMPLOYEE shall serve at the pleasure of the COUNCIL. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, insofar as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the COUNCIL to terminate EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of CITY which governs, regulates or otherwise relates to employment with CITY. CITY's Employment Policies shall not apply to EMPLOYEE insofar as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY.

(b) EMPLOYEE shall not be entitled to any pre-termination notice or hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the CITY to terminate EMPLOYEE's employment whether for cause or for convenience and without cause.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.3 Work Hours. The position of City Manager is an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked and EMPLOYEE shall not be entitled to any compensation for overtime. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work as the City Manager and is expected to dedicate herself on a full-time basis to serving as the City Manager and to be available at all reasonable and relevant times, including attending all City Council meetings, as well as other meetings as needed.

1.4 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept, without the express prior written approval of three or more members of the COUNCIL after consideration of the issue at a noticed public meeting, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with her duties as City Manager or that may be competitive with CITY, that

might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as City Manager.

2. COMPENSATION BENEFITS AND REIMBURSEMENT.

2.1 Base Salary. Commencing on February 25, 2026, EMPLOYEE's gross annual salary shall be $311,955.00 (hereinafter, the "Base Salary") to be paid in monthly or bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions. In recognition of EMPLOYEE accomplishing goals and objectives identified by the COUNCIL, the COUNCIL may, in its discretion, grant EMPLOYEE merit increases in her salary, annual merit bonuses and/or benefits.

2.2 Deferred Compensation. As part of the City Manager's annual compensation, the City Manager may participate in the deferred compensation plan pursuant to Section 457 of the Internal Revenue Code as established by the City. The City shall contribute to the qualified 457 account in the City Manager's name equal to 5% of her Base Salary, paid according to the bi-weekly payroll schedule in place for the City employees.

2.3 Compaction Avoidance. The annual base salary of the City Manager shall be ten percent greater than the City's next highest paid employee. The City Council will amend this Agreement, as needed, in a noticed meeting to ensure EMPLOYEE's salary remains ten percent above the next highest paid City employee.

2.4 Performance Evaluation. As needed and on the annual anniversary of the commencement of EMPLOYEE'S employment with CITY, COUNCIL and EMPLOYEE shall define the goals and objectives that they determine are appropriate for the proper operation of the CITY. Concurrently with the annual establishment of the goals and objectives for the CITY, the COUNCIL and EMPLOYEE shall establish the performance goals for EMPLOYEE and any specific criteria that shall be used to evaluate EMPLOYEE'S performance. The COUNCIL may in its discretion, amend said criteria from time to time, after consultation with EMPLOYEE. The failure of CITY to undertake performance evaluations shall not limit CITY's ability to terminate EMPLOYEE and this Agreement pursuant to Section 6 (Termination).

2.5 Reimbursement. CITY shall reimburse EMPLOYEE for reasonable and necessary travel and other business expenses incurred by EMPLOYEE in the performance of EMPLOYEE'S official duties. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

2.6 Vehicle Allowance. In lieu of expense reimbursement for mileage, EMPLOYEE shall receive a vehicle allowance of $250.00 per month. EMPLOYEE shall be responsible for payment of automobile and liability insurance, maintenance, repair, replacement costs, all taxes applicable to the vehicle allowance and shall be solely responsible for all expenses associated with her vehicle. EMPLOYEE shall be responsible for maintaining necessary records as may be required by Federal and/or State taxing authorities.

2.7 Cell Phone and Computer. For CITY related business, CITY shall provide EMPLOYEE with a CITY issued cell phone. City shall also provide EMPLOYEE with a desktop computer and CITY issued laptop for official use in connection with CITY business.

2.8 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Cafeteria/Health and Welfare Benefits: EMPLOYEE shall be entitled to receive from the CITY an annual cafeteria benefit in an annual amount capped at Twenty Thousand Dollars ($20,000.00), for the purchase of health and welfare benefits under any approved plan provided by the CITY. Said contribution shall first be used to provide health insurance for the EMPLOYEE. EMPLOYEE may use funds for any of the CITY's medical plans or, upon proof of coverage under another acceptable health plan as determined by the CITY's Human Resource Department, this amount may be taken as taxable income or converted to a 457 Plan or CITY sponsored Medical Savings Account. CITY may increase the benefit annually using CPI or the average of all CITY health insurance premium increases as long as it stays within the maximum parameters established by City Council for department heads. EMPLOYEE may elect to receive ninety-two and five-tenths percent (92.5%) of the balance in cash as CalPERS non-includable taxable income or converted to a 457 plan or CITY sponsored Medical Savings Account.

(b) Life and Short-Term Disability Insurance. CITY agrees that during the term of employment, it will pay the annual premiums for a term life insurance policy in the amount of $150,000.00. If available, additional coverage may be purchased at EMPLOYEE's expense and costs. EMPLOYEE shall nominate the beneficiary under such term life insurance policy. Thirty days after commencement of EMPLOYEE's full-time employment, CITY shall provide EMPLOYEE with short term disability insurance coverage consistent with policy terms provided to other non-sworn management level CITY employees.

2.9 Jury Duty. EMPLOYEE will receive Base Salary and benefits while responding to a jury summons or serving on a jury. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.10 Paid Leave

(a) Sick Leave. EMPLOYEE shall be entitled to ninety-six (96) hours of sick leave annually, with the right to cash in a maximum of ninety-six (96) hours annually. A minimum of forty (40) sick leave hours must be left in the bank at time of cash out. Sick leave shall accrue at the rate of 3.69 hours per pay period. Any sick leave cash out request must be made no later than November 1st of each year, and payment of the cash out shall be made in the last check issued in November. Sick leave may only be accrued to a maximum of four hundred eighty (480) hours at which point sick leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Sick leave must be used and deducted from accruals on a minute-by-minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused sick leave on the books then existing.

(b) Vacation Leave. EMPLOYEE shall be entitled to one hundred sixty (160) hours of vacation leave annually, with the right to cash in a combined maximum of eighty (80) vacation leave hours annually from any vacation leave bank. A minimum of eighty (80) vacation leave hours must be left in the regular vacation bank at time of cash out. If EMPLOYEE accrues greater than three hundred (300) hours of vacation time, then she may request a one-time cash out of fifty percent (50%) of the total available vacation hours to be paid at her current pay rate. Vacation leave shall accrue at the rate of 6.15 hours per pay period. Vacation leave may only be accrued to a maximum of four hundred eighty (480) hours at which point vacation leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Vacation leave must be used and deducted from accruals on a minute-by-minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused vacation leave on the books then existing. A vacation leave bank of forty (40) hours will be established as of the employment date.

(c) Executive Leave. EMPLOYEE shall be entitled to ninety-eight (98) hours annual accrual with a maximum accrual cap of two-hundred (200) hours. Leave will be earned at a rate of 3.77 hours per pay period. A maximum of ninety-eight (98) hours of Executive Leave may be cashed out annually. An executive leave bank of forty (40) hours will be established as of the employment date.

(d) Holiday Leave. EMPLOYEE shall be granted the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas and New Year's Eve. In addition, one (1) floating holiday will be credited to

EMPLOYEE's Holiday Leave bank July 1st each year. If the City Council recognizes an additional holiday for City employees, said holiday shall be extended to EMPLOYEE. Holiday leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(e) Bereavement Leave. In the event of the death of a member of EMPLOYEE's family, including EMPLOYEE's spouse, domestic partner, mother, father, brother, sister, child, grandchild, or grandparent or any one of the same relatives of EMPLOYEE's spouse or domestic partner, EMPLOYEE shall be allowed thirty (30) hours of bereavement leave for each death of a family member. Bereavement leave must be used and deducted from the total allowed hours in increments of no less than five hours for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. In the event of the death of a spouse or multiple family deaths occurring within a 24-hour period, EMPLOYEE shall be allowed forty (40) hours of total bereavement leave for this unfortunate event.

2.11 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for professional development that will enhance EMPLOYEE'S ability to serve CITY and perform EMPLOYEE'S duties as City Manager. Toward this end, EMPLOYEE may, upon reasonable notice to the City Council, join professional organizations such as ICMA and participate in the activities of such organizations insofar as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE's duties as City Manager. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the City Manager necessary for EMPLOYEE'S participation in such national, statewide, regional or professional organizations.

2.12 Education Pay. The CITY agrees to pay to EMPLOYEE the sum of Two Hundred and Fifty Dollars ($250.00) per month for a Master's Degree.

2.13 Citywide Reduction in Salaries. The City Council may reduce the City Manager's Base Salary as part of a City-wide reduction in City employee salaries. If the City Council reduces the Base Salary or any other financial benefit of the City Manager in a percentage greater than the average reduction of all executive managers, such action shall constitute a termination of this Agreement without Cause under Section 6.1 of this Agreement, and City Manager shall be entitled to Severance.

3. CITY COUNCIL COMMITMENTS.

3.1 Subordinates. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give directions to any subordinate of the City Manager, either publicly or privately.

3.2 Appointment/Removal. No member of the City Council will order or pressure the City Manager to appoint or remove any person to any office or employment under the supervision and control of the City Manager.

3.3 Interference. Neither the City Council nor any of its members shall interfere with the execution of powers and duties of the City Manager, as specified in the City's Municipal Code, this Agreement, or any other lawfully adopted and authorized document.

3.4 Direction and Authority. The City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting. Nothing above shall be construed as restricting the ability of the City Council, when sitting as a body in a lawfully held meeting, from exercising any power or authority granted to it under state law or the City's Municipal Code.

4. ILLNESS OR INJURY; DISABILITY AND DEATH.

4.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Sections 1.2 (Employment With CITY "At-Will") and Section 6 ("Termination"), CITY also reserves the right to terminate EMPLOYEE's employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in EMPLOYEE being unable to perform the essential duties of the City Manager position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if the disability poses a direct threat to CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

4.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

4.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 4.1 through 4.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

4.4 Death of EMPLOYEE. This Agreement along with EMPLOYEE's employment shall terminate automatically upon EMPLOYEE's death.

4.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE's employment is terminated pursuant to this Section 4 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE's death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 4.1 through 4.5.

5. RETIREMENT.

5.1 Public Employees Retirement System (PERS). CITY shall provide EMPLOYEE with retirement benefits through the California Public Employees Retirement System (CalPERS). Such benefits are subject to applicable law and regulations, including but not limited to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA) of 2013, and CalPERS rules. For the purpose of CalPERS retirement benefits, EMPLOYEE shall be a "Classic Member". CITY shall pay the CITY's share of CalPERS contribution and EMPLOYEE shall pay her share for participation in CalPERS. Retirement formulas and calculations are based upon a combination of the employee's age, years of service, and annual pensionable compensation. Classic Members are calculated at 2% @ 60 and three-year compensation average. Pensionable compensation caps on annual salary are used to calculate final compensation.

6. TERMINATION.

6.1 Termination by CITY for Convenience and/or Without Cause. EMPLOYEE is appointed and serves at the pleasure of the COUNCIL as an "at-will" employee. COUNCIL may terminate EMPLOYEE at any time for convenience and without cause. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the COUNCIL and CITY to terminate this Agreement and the employment of EMPLOYEE, with or without cause or for convenience. At the conclusion of EMPLOYEE'S employment whether by resignation or termination either with or without cause, EMPLOYEE shall be entitled to be compensated, subject

to Section 2 above, for accrued and unused vacation, sick leave and administrative leave, if any, through the effective date of termination. In the event EMPLOYEE is terminated without cause, at or during such time that EMPLOYEE is willing and able to perform her duties under this Agreement, then in that event, CITY agrees to pay EMPLOYEE a severance equal to the lesser of six (6) months base salary or EMPLOYEE's monthly base salary multiplied by the number of months remaining on the unexpired term of this Agreement, less any and all applicable or legally required deductions. The payment of severance is conditioned upon EMPLOYEE first executing a full and final release of any and all actual or potential claims (including Civil Code Section 1542 release) that EMPLOYEE has or could have against CITY, its officials, employees and agents, acceptable to CITY in form and content. Notwithstanding anything herein to the contrary, the maximum severance EMPLOYEE may receive under this Agreement shall not exceed the limitations provided for in Government Code Section 53260-53264 or other applicable law.

6.2 Termination by EMPLOYEE. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause, by providing CITY with written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective upon any date preceding any notice period provided by EMPLOYEE, provided CITY pays EMPLOYEE all compensation due and owing EMPLOYEE through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the notice period, which shall not exceed thirty (30) days. In the event EMPLOYEE terminates her employment or this Agreement expires by its own terms, then EMPLOYEE shall not be entitled to any severance.

6.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE's employment with CITY and this Agreement at any time by providing EMPLOYEE with written notice of EMPLOYEE'S termination for cause and the reason(s) for the termination. In the event the City and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE'S termination, the Parties agree to binding arbitration as provided in Section 6.6. No "severance payment" shall be paid in the event EMPLOYEE's employment is terminated for cause, except that CITY shall pay EMPLOYEE for EMPLOYEE'S accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not limited to any of the following: 1) breach of this Agreement, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that EMPLOYEE engaged in legally prohibited personal acts of harassment,

discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the CITY's Municipal Code, ordinances, rules or regulations, including but not limited to the CITY's Rules and Regulations and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, and 12) gross misfeasance or gross malfeasance. If the CITY COUNCIL terminates EMPLOYEE for cause, EMPLOYEE shall not be entitled to assume any further position or employment with the CITY.

6.4 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible property, proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE'S employment are the property of CITY and shall be returned immediately to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of EMPLOYEE'S employment and the expiration or early termination of this Agreement.

6.5 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement or unless otherwise required by law.

6.6 Arbitration of Disputes. Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with EMPLOYEE'S employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including Section 1283.05 and all of the Act's other mandatory and permissive rights to discovery; provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement. The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration

provision, both CITY and EMPLOYEE give up their right to a trial by jury. In arbitration, the parties shall have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the arbitrator.

7. CONFLICT OF INTEREST.

7.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the COUNCIL. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, CITY's Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the COUNCIL.

8. GENERAL PROVISIONS.

8.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE's personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE'S address during EMPLOYEE'S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:
99 E. Ramsey Street
Banning, CA 92220

Attn: Mayor

EMPLOYEE's Notice Address:

[At EMPLOYEE's address on file with City]

8.2 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq. including, but not limited to, Sections 825, 995 and 995.2) CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring within the scope of EMPLOYEE's employment during the Term of this Agreement or any extension term. CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, CITY shall have no duty to indemnify, defend, or hold EMPLOYEE harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by EMPLOYEE.

8.3 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any laws or ordinance.

8.4 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous Agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

8.5 Amendments. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by COUNCIL and signed by the City Attorney.

8.6 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

8.7 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

8.8 Severability. If any court of competent jurisdiction holds any provision, section, sentence or phrase of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

8.9 Governing Law. This Agreement is entered into and to be performed in Riverside County, California and shall be governed by, construed and enforced in accordance with the laws of the State of California. Subject to Section 6, the Parties agree that in the event of any litigation, venue shall be in Riverside County, California.

8.10 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

8.11 Statutory Obligations; Abuse of Office or Position. Notwithstanding anything in this Agreement to the contrary, pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

8.12 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

8.13 State & Federal Law. The terms of this Agreement shall be applied only as consistent with State and Federal law.

8.14 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE'S own judgment and not on any representations or promises other than those contained in this Agreement.

"CITY"

CITY OF BANNING

By:_____
Richard Royce, Mayor

ATTEST:

By:_____
Sandra Calderon, City Clerk

APPROVED AS TO FORM:

By:_____
John O. Pinkney, City Attorney

"EMPLOYEE"

By:_____
Elizabeth Gibbs

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Proclamation for Black History Month.**

RECOMMENDATION:
Proclaim February 2026 Black History Month.

BACKGROUND:
February is Black History Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Proclamation_-_Black_History_Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS, *the United States was established upon the profound but simple idea that all people are created equal and should be treated equally throughout their lives; and,*

WHEREAS, *in 1926, Dr. Carter G. Woodson, a Harvard Scholar, established the observance of Black and African American History, to reveal the contributions, achievements, and involvement of Black and African American people in the development of our American democracy; and,*

WHEREAS, *Black and African Americans have made innumerable contributions that have enriched America and the lives of every American; and every American should acknowledge and express thankfulness for these contributions; and,*

WHEREAS, *throughout the arc of history to the present day, Black and African Americans have experienced and endured the inhumanity of injustices and inequities; and,*

WHEREAS, *we must acknowledge and pay tribute to the generations of individuals who struggled with adversity, risked their lives for justice, fought a fight that at times seemed impossible to win, and continue to fight for equality; and,*

WHEREAS, *Black and African Americans are engaged throughout our community as our friends and neighbors, scholars, teachers, business people, leaders, and contributors to our quality of life.*

NOW THEREFORE*, I, Richard Royce, Mayor of the City of Banning, do hereby proclaim the month of February 2026 as*

Black History Month

BE IT PROCLAIMED *this 24th day of February, 2024.*

Richard Royce, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Consideration and approval of the meeting minutes of the Workshop held on January 13, 2026, and the Special Meeting held on January 28, 2026.**

RECOMMENDATION:

Approve the meeting minutes of the Workshop held on January 13, 2026, and the Special Meeting held on January 28, 2026.

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 summary minutes in accordance with City Council Resolution 2025-22 and Government Code Section 36814, 4801, and 54953 (c)(2).

FISCAL IMPACT:

None

ALTERNATIVES:

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

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2026 01 13_City Council_Workshop_DRAFT.pdf
2. 2026 01 28_Special Meeting_Minutes_DRAFT.pdf

MINUTES

CITY COUNCIL - SPECIAL MEETING (WORKSHOP)
CITY OF BANNING, CALIFORNIA

January 13, 2026
4:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the minutes for the special 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.

1. CALL TO ORDER – 4:01 p.m.

COUNCIL MEMBER	PRESENT	ABSENT
Barrington, Cindy	X	
Flynn, Sheri	X	
Miller, Leroy	X	
Royce, Richard	X	
Wallace, Colleen	X	

2. WORKSHOP

2.1 Review of the Proposed Updates to the City of Banning Development Impact Fees

Recommendation: Provide direction to staff and the City's consultant

Nate Smith, Deputy Director of Public Works/City Engineer introduced the Development Impact Fee Workshop.

The purpose of the workshop was to present information, provide background, and seek direction from the Council regarding the implementation of development impact fees

Development impact fees are charges to new development to mitigate citywide impacts. They address community-wide impacts beyond project-adjacent improvements, such as increased use of downtown areas and schools. These fees are authorized by the state under the Mitigation Fee Act (AB 1600 and Government Code 66000), allowing developers to either pay the fee or build a project from the Nexus study in lieu of payment, with credit given. AB 602 recently modified the Act, requiring a reasonable relationship between development types and fees. The update aims to comply with AB 602, which was not in place during the last fee study adoption.

Current fees were adopted in 2019 via resolution 2019-112 and ordinance 1551, covering fire, general facilities, parks, police, traffic, wastewater, and water. State regulations mandate updates at least every eight years. Matrix Consulting was contracted via Resolution 2024-92 for DIF updates, following their previous work on user fee updates.

Khushboo Ingle from Matrix Consulting presented the impact fee analysis. The City last conducted a study in 2019, and new regulations require analysis every eight years, aligning with the City's 2026 timeline. The analysis uses 2040 as the horizon timeframe. A new electric impact fee is proposed due to the City's ownership of the infrastructure. The study also compares fees to other jurisdictions. The goal is to ensure future development proportionately pays for infrastructure impacts, lessening the burden on the general fund and complying with state regulations, specifically AB 1600's nexus criteria and AB 602's

requirement for residential fees to be proportional to square footage. This shifts the current per-dwelling unit basis to a per-square-foot basis. The study must be reevaluated every eight years.

The methodology involves projecting future growth using City and regional documents and then examining City master plans and other documents to determine infrastructure impacts. The study considers all current impact fees and the proposed electric impact fee, focusing on capital costs like infrastructure, facilities, and vehicles for each service area (fire, police, etc.), excluding staffing and operational costs.

The electric impact fee results cover five land use types: single-family, multifamily, commercial, office, and industrial. There is no current existing fee for this. The study calculates the maximum justifiable fee, which is the maximum fee allowed under state law. The City can set the fee lower than this amount.

The single-family and multifamily fire fees were converted to a per-square-foot basis. There is a significant difference in under-recovery levels. This variance is common when switching to square footage for residential fees. The non-residential side shows less of a difference.

For general facilities, the residential side shows a subsidy, while the non-residential side is slightly over the maximum justifiable fee. The city must lower the fee to at least the maximum justifiable amount, but could lower it further.

Parks and recreation fees are typically only charged on residential land uses, as residents are the primary users of the infrastructure. It is a common fee that shows a larger under-recovery.

Similar to fire, police impact fees show a larger impact on residential land uses, but not as large of a difference as with non-residential land uses.

Comparing the current traffic and transportation fee is difficult because it is broken down by every possible land use type, making it complicated to administer. The goal is to make it consistent with other impact fees for easier calculation for developers

For wastewater, there are set fees for single-family and multifamily. The multifamily maximum justifiable fee is lower than the current fee, requiring the City to lower it to that amount or lower. The non-residential fee is currently calculated specifically for each project, but the process aims to establish a fixed fee.

There is a larger discrepancy between the current fee and the maximum justifiable fee. The current fees are the same as those calculated in 2019, which is important to consider given cost increases since then. The nexus analysis calculates the maximum fee, but the council has the policy decision to set fees lower, balancing growth and development with infrastructure needs.

Impact fees can only fund infrastructure needs, excluding staffing and operational costs. It is recommended to adopt annual inflationary factors, using a construction cost index factor instead of CPI, as it is more closely tied to infrastructure and development costs.

Nate Smith explained that the fees are increasing due to significant cost escalations since 2019. The land use basis is similar to 2019, with project costs updated to reflect current field conditions. Construction costs have increased more than general inflation. The DIF is paid by all new development, including large subdivisions and single homes, applied uniformly on a per-square-foot basis.

Development agreements can impact DIF rates or applicability. For example, Atwell's agreement includes providing open space in lieu of paying the parks DIF. Previous resolutions allowed CPIU adjustments, but Atwell's development agreement locks their DIF in for 10-year intervals, so the DIF has remained static since 2019.

The fees in the report are the maximum justifiable fees. The Council can reduce the fees, but cannot raise them or transfer them between land use types. The movement to square footage is mandated by AB 602, which is driving residential adjustments. Currently, smaller homes pay a greater proportion of DIF than larger homes, which AB 602 aims to correct.

Police, fire, general facilities, and parks DIF rates are based on existing facilities and equipment needing replacement over 25 years. Traffic, sewer, water, and electric rates are based on adopted Nexus studies and capital lists. The land use breakdown (single-family, multifamily, commercial, office, industrial) matches WRCOG's TUMF program and is similar to RCA's MSHCP breakdown, providing alignment and predictability.

DRAFT

Implementing DIF is a City Council policy direction. Staff prepare the report to identify needs and maximum costs, and the Council decides how to proceed. Options include implementing the full DIF, partial fees, staggered fees, or reducing/removing fee categories. Increased development fees can impact economic growth and development.

If the Council chooses not to implement the full DIF, funding may be needed from other sources or infrastructure projects may need to be removed. Utilities could be covered by user rates, grants, or the general fund.

Council Member Flynn asked about the electric impact fee, noting the lack of a current fee and limited discussion in the report. Art Vela, Interim City Manager explained that electric impact fees are not industry standard, but the City has always had them for other utilities. The fee was added to the scope of work to align with City standard practice and facilitate project fee collection. The lack of a fee in the past was attributed to it not being industry standard.

Council Questions and Discussion

- Council Member Flynn inquired about the electric impact fee, comparative surveys, and fire impact fees
- The electric impact fee is new, as it was not industry standard in the past
- Council Member Flynn noted that the City's current residential fire impact fees are on the lower end compared to surrounding jurisdictions and suggested raising them
- Council discussed the approach to setting fees, considering the maximum justifiable fee versus the impact on economic development
- The Council wants to avoid being the highest of all surrounding cities

Comparative Analysis

- WRCOG does a comparative analysis every two years, looking at prototype buildings and impact fees by jurisdiction
- As of 2022, Banning's current fee structure is below average
- The updates would likely put Banning on the above-average side

Timeline and Next Steps

- The next step is to return to the City Council to adopt the fees
- The public hearing is scheduled for February 10th
- The second reading would then happen on February 24th
- Staff needs direction on where to set the fees
- Council agreed to adjust for overcharges, introduce the electric fee, and consider the fire fee
- The council aims for a happy medium between competitiveness and covering costs

3. <u>PUBLIC COMMENTS</u> - *Agenda Items Only*

A letter was received and read from Building Industry Association of Southern California, Inc. (Attachment 1)

4. <u>ADJOURNMENT</u>

A motion Council Member Flynn to adjourn the Special City Council meeting (workshop), Seconded by Mayor Pro Tem Barrington. Meeting adjourned at 4:59 p.m.

Minutes prepared by:

DRAFT

Sandra B. Calderon
Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/276?view_id=1&redirect=true

DRAFT

Attachment 1

Building Industry Association of Southern California, Inc.

January 13, 2025

Mayor Richard Royce
City of Banning
99E. Ramsey Street
Banning, CA. 92220

RE: Agenda Item 2.1: Review of the Proposed Updates to the City if Banning Development Impact Fees

Honorable Mayor and Councilmembers:

On behalf of the Riverside County Chapter of the Building Industry Association of Southern California and our hundreds of home builders, trade partners, and suppliers throughout our region, we are writing today to respectfully request continuance and stakeholder consultation on Agenda Item 2.1: Review of the Proposed Updates to the City of Banning Development Impact Fees.

The Riverside County Chapter of the Building Industry Association of Southern California is the organization that represents the building community in western Riverside County and specifically Banning. Our organization was only made aware of the draft nexus study and this agenda item on January 8, 2026 and the city has provided no briefing or consultation to impacted stakeholders. The proposal before you will have significant cost increases and effect on the home building industry and impede the City's ability to achieve its housing goals.

Typically, our industry is engaged in these discussions with local jurisdictions months in advance to make sure there is a clear understanding and careful vetting of the assumptions in the study and their potential cost impact on housing production. Given the significance of the proposed increases and the minimal time industry has had to review the materials, we believe further stakeholder consultation is in order.

We respectfully ask for your continuation of Agenda Item 2.1: Review of the Proposed Updates to the City of Banning Development Impact Fees. Additionally, we ask the city to host a workshop to give our industry adequate time to review the data and understand its impact on housing production in Banning. Given the housing affordability and access crisis we believe this is a reasonable request.

Sincerely,

Lou Monville
Senior Vice President, Riverside County Chapter
Building Industry Association of Southern California

MINUTES

CITY COUNCIL – SPECIAL MEETING
CITY OF BANNING, CALIFORNIA

January 28, 2026
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the agenda for the special 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.

1. CALL TO ORDER – 5:04 p.m.

1.1 **PLEADGE OF ALLEGIANCE**
1.2 **ROLL CALL**

COUNCIL MEMBERS PRESENT: Mayor Pro Tem Cynthia Barrington
Council Member Sheri Flynn
Council Member Leroy Miller
Mayor Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John O. Pinkney, City Attorney
Art Vela, Interim City Manager
Mark Staples, Planning Manager
Nate Smith, Deputy Director of Public Works/City Engineer
Todd Hopkins, Assistant Chief – Riverside Unit
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS - ***Closed Session Items Only***

None

3. CLOSED SESSION

2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8. Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541-240-009; 541-250-009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532-130-012; 532-130-018; 532-130-011; 532-180-034. Agency Negotiator: Interim City Manager Art Vela or his designee. Negotiating Parties: City of Banning and Industrial Enterprises, LLC. Under Negotiations: Price and Terms of payment.

City Attorney John Pinkney said Council did not meet on Closed Session

4. PUBLIC COMMENTS

Public comments on items not on the agenda were not taken due to the Special Meeting.

5. CITY ATTORNEY'S REPORT

City Attorney John Pinkney reviewed procedural guidelines from the manual, emphasizing courtesy, respect, and order during the meeting.

Mayor Royce announced the public hearing for items 6.1 and 6.2, the proposed Sunset Crossroads Specific Plan project, reminding the public of the previously stated guidelines. The process would involve a staff presentation, council questions, and then public testimony limited to two minutes per person, with a suggestion for groups to appoint a spokesperson. Mr. Staples, Planning Manager was then introduced to present the staff report.

6. PUBLIC HEARINGS

6.1 Consideration of Applications By NP Banning Industrial, LLC for the Sunset Crossroads Project, including (1) a Specific Plan (Case No. SP 20-2002) to Allow for the Development of Industrial and Commercial Uses on 533.8-acres of Land Located South of I-10 and the Union Pacific Railroad, and West of Sunset Avenue (Specific Plan Area); (2) a General Plan Amendment (Case No. GPA 20-2501) and Zone Change (Case No. ZC 20-3502) to Amend the General Plan Land Use and Zoning of the Specific Plan Area to General Commercial (GC), Industrial (I), Opens Space-Parks (OS-P), and Open Space-Resources (OS-R), including Pre-zoning for Annexation of Portions of the Specific Plan Area into the City of Banning's Jurisdictional Boundary; (3) a Development Agreement to Establish Vested Development Rights in Exchange for Public Benefits as Specified in the Agreement; (4) a Tentative Parcel Map (Case No. TPM 38118) for a Subdivision of the Specific Plan Area into Thirty-four Parcels and Five Lettered Lots Ranging in Size from One Acre to Seventy-eight Acres Consistent with the Nineteen Planning Areas in the Specific Plan; and (5) a Final Environmental Impact Report (Sch No. 2021020011) Including Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

Recommendation: Deny the Project Applications as Recommended by the Planning Commission by Adopting:

(1) Resolution 2026-26 Rejecting the Certification of an Environmental Impact Report (EIR), SCH No. 2021020011, Including Related Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; and

(2) Resolution 2026-27 Denying Applications by NP Banning Industrial LLC for the Sunset Crossroads Project, Including General Plan Amendment (No. 20-2501), Zone Change (No. 20-3502), Specific Plan (No. 20-2002), Tentative Parcel Map (TPM 38118) and a Development Agreement, for the Development of Industrial and Commercial Uses on a 533.8-acre Project Site Located South of I-10/the Union Pacific Railroad and West of Sunset Avenue.

Alternatively, Approve the Project Applications as recommended by Staff by Adopting:

(1) Resolution 2026-28 Certifying the Environmental Impact Report, SCH No. 2021020011, Including Related Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; and

(2) Resolution 2026-29 Approving the General Plan Amendment (No. 20-2501); and

(3) Resolution 2026-30 Approving Annexation of 253.7 Acres into the City of Banning; and

(4) Resolution 2026-31 Approving the Tentative Parcel Map (TPM 38118); and

(5) Introducing by Title Only the Following Ordinances:

- Ordinance 1618, Approving Zone Change (No. 20-3502);
- Ordinance 1619, Approving Specific Plan (No. 20-2002); and
- Ordinance 1620, Approving a Development Agreement Between NP Banning Industrial

LLC and the City of Banning.

Mark Staples outlined the proposed applications for the Sunset Crossroads project, including General Plan Amendment 20-2501, Zone Change 20-3502, Specific Plan 20-2002, Tenant Parcel Map 38118, pre-annexation zoning and development agreement, and Environmental Assessment 20-1506 (State Clearinghouse number 2021-10232. 2021-020011), along with General Plan Amendment 22-2502 and Zone Change 22-3502 for the Mt. San Jacinto Community College District. The project site includes a northern half within the city boundary and a southern half in unincorporated Riverside County, requiring annexation. The northern half is to be re-designated as a specific plan, and the southern half pre-zoned as such, pending LAFCO approval. Existing general plan and zoning show commercial areas to the north and residential zoning throughout, with open space. Proposed changes maintain commercial to the north, convert much of the residential area to industrial, and preserve open space for natural drainage.

Planning Area 2, a shaded red area, would require a site-specific change to general commercial at a later date. The Sunset Crossroads project proposes commercial and industrial uses on 533.8 acres, including 268,400 square feet of commercial space (medical office, professional office, education, recreation), a 125-room hotel, and up to 5 million square feet of industrial uses (including up to 330 square feet of cold storage). The specific plan text serves as the project zoning document, containing land uses, development standards, design guidelines, and implementation provisions. Planning Area 1 is the general commercial area, while Planning Area 2 (33.8 acres) will need a future amendment for general commercial designation.

Examples of development standards from the specific plan (Chapter 3) were presented, including general commercial and industrial standards for lot size and setbacks. Mark Staples then introduced Nate Smith, Deputy Director of Public Works/City Engineer, to discuss circulation and traffic improvements.

Nate Smith discussed public works improvements related to the city's master plan. The project would require constructing Sunset Avenue to its full width from the Union Pacific Railroad to Westward Avenue, with a partial width improvement south of that point and a bridge crossing over Smith Creek. Dedications are required on Highland Home Road and Sun Lakes Boulevard. Ramp improvements on Sunset Avenue and intersection improvements at Sunset Lincoln, Sunset and Westward, Sun Lakes and Highland Home, and Ramsey Street are planned. These improvements align with circulation element roadways, intersections, and the traffic development impact fee program.

Roadway cross-sections are generally consistent with adopted city sections, with variations in parkway widths. Bike lanes and facilities are proposed. The current adopted truck route Resolution 2005-91) was presented, noting that roadways are not automatically truck routes and local serving businesses are exempt. The city is working towards AB 98 compliance with the general plan update by January 1, 2030.

A truck management plan is required to address community concerns about excessive trucks near Sun Lakes. The plan aims to divert traffic to Sunset Avenue towards the I-10 trade corridor, including signage, lease provisions with penalties for non-compliance, and physical improvements to discourage turns towards Sun Lakes. A traffic coordinator contact with the city and increased enforcement by Banning PD are also planned.

The project would provide additional water system redundancy and looping, benefiting the Sun Lakes community. An alternate water source would be provided via an 18-inch main within Westward Avenue. Non-potable water will be used for landscaping, with extensions to Sun Lakes and Sunset Avenue, and potentially to Sunset and Bobcat. A new gravity sewer backbone line from the Westward Avenue lift station to Sunset is required, eventually leading to the decommissioning of the lift station, which would reduce energy and maintenance demands.

All drainage on the project is set to be self-contained, with no major city-owned drainage system proposed. Stormwater must comply with the Banning-Venie Code, Regional Water Quality Board

control measures, and permits from CDFW, U.S. Fish and Wildlife, and Army Corps. The grading plan must comply with Title 18 of the Banning Municipal Code and environmental agency permits, with grading proposed to balance on site.

The Public Works Department developed conditions to ensure necessary infrastructure is built before each building's operation, allowing for flexibility in development sequencing based on market demands. The Planning Commission suggested adding conditions for ramp improvements at I-10 and Sunset (westbound and eastbound right turn lanes) and a traffic signal at Ramsey Street and Highland Home Avenue. These locations are within the city's traffic diff, making the project eligible for diff credit and reimbursement. Nate Smith concluded his presentation and handed it back to Mark Staples.

Mark Staples resumed, discussing design guidelines in Chapter 4 of the specific plan, which aim to ensure quality and character throughout the project. These guidelines assist developers, tenants, builders, engineers, architects, and landscape architects in achieving the desired design. They provide an aesthetic benchmark for future applications, encourage energy-efficient design, and ensure compliance with the City of Banning General Plan and ordinances. Chapter 5 includes implementation measures for land use and development guidelines, assisting city staff in project review.

A tentative parcel map subdivides the industrial and commercial areas into 34 lots (ranging from one to 78 acres) and five lettered lots for common areas or public purposes. The map has been updated to remove financing conveyance purposes and include correct APM numbers. The northern half and southern half (currently in Riverside County) of the map were shown. Mark Staples then introduced Interim City Manager Art Vela to discuss the development agreement.

Interim City Mager Art Vela highlighted notable terms in the development agreement, including an $8 million public benefit fee ($1.44 per square foot) paid in installments, with the first million due before grading permit issuance. The developer can receive up to $2 million in credits towards the $8 million for bringing in a sales tax-generating tenant, such as a fulfillment center. The agreement also includes an accelerated transportation development impact fee payment of $5.1 million for improvements to the Sun Lakes Boulevard extension, intended to help the city cash flow the project.

The developer is offering land for a fire station site, water tank site, electric substation site, and reverse osmosis site, estimated to be worth $5 to $7 million, at no cost to the city. They will also contribute $500,000 for the design and environmental review of a new substation, with total contributions not to exceed $12.5 million, which is estimated to cover the entire construction. This is crucial because the existing Midway substation (20 MVA) is outdated, and the electric utility lacks the funds for replacement. The developer's contribution would fund both the replacement and the capacity needed for their project.

The developer will be reimbursed for the city's share of the substation, partly through the city's transformer equipment and labor (estimated at $2.5 million), and the balance through rate revenues. The current electric rate structure supports this payback. The developer is also dedicating a five-acre park, which they will design, construct, and maintain.

The development agreement mandates a minimum 100-foot buffer between buildings and Bobcat Road, including a 20-foot landscape area. Facility funding includes a $15 million fire station contribution (covering design and construction) and $1 million for fire station equipment (a new fire truck), plus the electric substation contribution. A $750,000 grant contribution can be used to beautify downtown or fund a small business assistance program, such as a revolving loan.

The development agreement includes the formation of a CFD for a special tax on industrial buildings at 20 cents per square foot annually, with an annual escalator and no sunset date. The developer benefits from a seven-year freeze on new impact fees (excluding increases in existing categories). The developer is required to construct or begin construction of 100,000 square feet of commercial retail within 24 months of the first industrial building occupancy, with a $500,000

payment to the city every six months if they fail to meet this commitment. The agreement calls for at least two 100,000 square foot retailers, and the developer must submit an amendment to the specific plan and conduct an environmental review to allow retail and commercial in planning area two.

The development agreement was made public on September 10th and November 5th, 2025, with changes made based on Planning Commission discussions. Further revisions have been made in collaboration with the city attorney's office and the developer's team, including a tolling period (to be explained by City Attorney John Pinkney).

A 17 cents per square foot cap on permit fees has been removed due to refined calculations. A provision related to a tax-sharing and reimbursement agreement for the electric substation has also been removed, as the electric rate structure now supports the city's share of the substation cost. Various other changes clarify the intent of specific provisions.

Interim City Manager Vela presented a table summarizing the fiscal impact of the project, highlighting its timeliness given the recent audit discussion. The 2024 audit identified a serious fiscal challenge and a structural deficit of at least $3 million for the next few years. The annual revenue from the project includes the special tax (20 cents per square foot) and other recurring revenues, totaling over $2.9 million per year. The "other recurring revenues" represent the net surplus after subtracting the city's estimated expenditures for providing services to the development.

One-time revenues total over $37 million, including the public benefit fee (potentially reduced by $2 million), and contributions towards the electric substation. Half of the property is within the county jurisdiction, and upon annexation, the county will retain 75% of the property tax, with the city receiving only 25%. The project is expected to generate over $70 million in impact fee revenue, which is not included in the one-time revenue table as it is a standard requirement for all developments. Interim City Manager Vela concluded his presentation and handed it back to Mark Staples.

Mark Staples outlines the required findings for various project applications as per the municipal code. For general plan amendments, section 17.64.070 lists four items addressed in resolutions 26-27 (denial) and 28-31 (approval), carrying over findings from the Planning Commission's November 17th meeting. The specific plan adheres to section 17.96.040, emphasizing consistency with the general plan, environmental impact, site suitability, and neighborhood character. Zone change findings are under section 17.116.050, focusing on consistency with the general plan, zoning ordinance, and environmental concerns. The development agreement, unique to each project, is subject to section 17.0.030, ensuring consistency with the general plan, specific plans, and zoning ordinance, while promoting public welfare. The parcel map complies with the Subdivision Map Act, Section 66474, mirroring the seven findings discussed previously for the track map.

Mark Staples resumed, stating that he would go through the last of the project slides, mostly dealing with the required findings that are required with every project application. With all the application types, there are a couple slides to get through. He stated that he would not read through them all, but this is the list of required findings per the municipal code for general plan amendments. He pointed out the four items there per section 17.64.070. He stated that these items are all addressed both in the different resolutions that are before the council. He stated that the first two, resolutions 26 and 27, are what could be called the denial resolutions, and that resolutions 28 through 31 are the approval resolutions.

The project's environmental compliance timeline dates back to February 2021, with the circulation of the EIR notice of preparation. A scoping session followed two weeks later. The draft EIR was published in December 2023, with a comment period yielding 54 letters. The final EIR was published in July 2024. Due to unavoidable impacts on air quality, greenhouse gas emissions, noise, and transportation, Council must make findings and adopt statements of overriding considerations for approval. The draft EIR covers the summary, introduction, project description, environmental analysis, density change to Mt. San Jacinto College, cumulative impacts, CEQA topics, alternatives, and preparers, along with technical appendices. The final EIR focuses on responses to comments, draft EIR text revisions, the mitigation monitoring and reporting program, findings of fact, and

statement of overriding considerations, supplemented by a memorandum from September 10th, 2025.

The Mt. San Jacinto project involves general plan application 22-2502 and zone change 22-3502, transferring 1146 potential residential units from Sunset Crossroads to the Mt. San Jacinto College property. This includes rezoning 41 acres of the 49.2-acre area from public facilities/school to very high-density residential. The Sunset Crossroads project must also adhere to general plan amendment findings (section 17.64.070) and zone change findings (section 17.116.050). The Council has two groups of decisions: denying the EIR and project per the Planning Commission's recommendation or approving the project. The Planning Commission initially voted 3-2 to recommend denial on September 10th, then adopted denial resolutions on November 17th, 2025. Resolution 2026-26 rejects the EIR certification, while resolution 2026-27 denies the applications for the 533-acre site. Approval resolutions include 2026-28 (EIR certification), 2026-29 (general plan amendment), 30 (annexation resolution for LAFCO), and 31 (tentative parcel map 38118). Three ordinances are needed to approve Zone Change 20-3502, Specific Plan 20-2002, and the development agreement 1620.

Council Member Flynn inquiries about the removal of cold storage, the Sunset Avenue ramp improvements, and AB 98 compliance. Mark Staples clarifies that the cold storage was removed from the 33-acre planning area. Nate Smith explains that the Sunset ramp improvements are part of the DIF program, with the developer potentially making right-hand turn improvements and receiving DIF credit. The Caltrans process could take about 18 months, but there are no current plans. Caltrans was notified about the EIR but did not respond. Regarding AB 98 compliance, Nate Smith states that Banning is not listed as a warehouse-impacted area and, as a jurisdiction under 50,000 residents, has a compliance date of 2030. The city will evaluate truck routes in coordination with Beaumont as part of the general plan update.

Council Member Flynn questions the designation of Sun Lakes Boulevard west of Highland Home as a truck route. Nate Smith clarifies that it is not currently a truck route and would require a separate council action. He notes the section to Highland Springs is designated for 10,000 pounds or less. Regarding prohibiting trucks from turning right from the extension past Highland Home to Highland Springs, Nate Smith mentions the applicant's proposed intersection control with narrower lanes. He also addresses the proposed signal at Ramsey and Highland Home, stating it was not included as a condition of approval due to its location on the opposite side of the freeway, but the traffic study shows a potential impact. A signal at Highland Home and Sun Lakes Boulevard extension is not planned at this point, pending a more detailed traffic analysis. Council Member Flynn asks about the transformer for the electric substation.

Interim City Manager Art Vela estimates the transformer has been at the yard for about two years, purchased for the Midway substation replacement. He confirms the CFD is a service special tax, found in section 6.2.2 C of the development agreement, and requires property owner approval. Council Member Flynn notes the development agreement was published recently and is labeled as a draft. Mark Staples clarifies it's the most final version. Council Member Flynn questions if the project is null and void if LAFCO denies annexation. Mark Staples believes only the southern portion's development rights would be affected, but Council Member Flynn cites section 4.2 on page 29, stating the owner reserves the right to terminate the agreement if LAFCO denies annexation. Mark Staples acknowledges this is the owner's decision.

Council Member Flynn raises concerns about the retail development obligation, noting the 100,000 square feet of commercial use is required within 24 months after the first final certificate of occupancy for a project warehouse, potentially delaying the retail development. She also questions the market feasibility study requirement for Planning Area 2, fearing another warehouse if the study deems commercial retail unviable. Mark Staples acknowledges the change to commercial was a late addition based on feedback. City Manager Vela agrees with Council Member Flynn's concerns, suggesting the 24-month clock should start sooner and emphasizing the city's intent for commercial and retail use regardless of the market study.

Council Member Flynn prefers the retail development clock to start with permitting, not occupancy. Mark Staples clarifies that occupancy refers to the final inspection, not necessarily a physical presence. Council Member Flynn then questions the special account for public benefit fees until the Sun Lakes Boulevard extension is completed. Interim City Manager Vela explains this provision was added early on when the city lacked full funding for the extension, but the project is now fully funded, so the fees won't be used for the road. Council Member Flynn asks if the city will miss out on the money. Interim City Manager Vela confirms the city will still receive the money per the installment schedule. Council Member Flynn expresses concern about the first installment of the public benefit fee being paid prior to the first grading permit, potentially delaying payment for years. She wants to see fees paid sooner.

Council Member Wallace seeks clarification from Nate Smith regarding truck routes, specifically ensuring Sun Lakes Boulevard is not designated as one. Nate Smith confirms it is not and would require separate council action. Mayor Royce raises the issue of defining "construction" within the contract agreement, questioning whether it refers to permit issuance, groundbreaking, building completion, or occupancy. Interim City Manager Vela suggests the definition depends on the context and should be clarified in each provision where the term is used. Mark Staples suggests tying it to building department standards, where work is expected to begin within six months of permit issuance.

Brent Miles, one of the owners and founders of North Point, introduces the firm, highlighting its position as the largest privately held landlord in the United States with over $20 billion in assets under management. He emphasizes North Point's experience with California regulations and its commitment to investing in communities through thoughtful planning and public input. Miles states the project will create generational economic impact for Banning. He acknowledges the Council's difficult decision and aims to demonstrate transparency, openness, collaboration, and partnership. Miles expresses eagerness to begin the project, noting North Point purchased the property from a residential developer in June 2020. He highlights the team of professionals involved in creating a robust plan. Miles claims this project has the largest amount of public benefit North Point has ever given, representing almost a $1 billion investment in Banning.

Brent Miles emphasizes the significant public benefit of the project, estimating it as a near $1 billion investment in Banning. He addresses concerns about distrust in developers, assuring commitment to working with the city attorney to ensure transparency in payments. The project aims to transform the community by introducing retail, grocery stores, restaurants, hotels, entertainment, and services, with a signed contract with an anchor tenant. Miles highlights the creation of approximately 4,000 permanent jobs, infrastructure improvements, funding for a fire station and equipment, and a partnership to address Banning Electric's issues. Land donation for parks, along with their construction and maintenance, is also part of the plan. The development agreement is structured to protect the city without incurring costs, featuring a high CFD fee. Miles points out the elimination of cold storage plans and the addition of a 100-foot buffer in response to community feedback, ensuring AB 98 compliance. He also mentions the reduction of industrial square footage and the relocation of the fire station, emphasizing the importance of the anchor tenant and the donation of land to the retail user.

Brent Miles reiterates the public benefits, including the retail timing penalty, special facilities tax, and fire station funding, clarifying that the city retains the fire station funds if an agreement with Riverside County isn't reached. He highlights a grant for small businesses and the donation of land and easements for the Banning Electric substation and Sun Lakes Boulevard extension. A two-week job look-ahead for Banning residents and a partnership with MSJC are proposed to ensure local job creation. Financial impacts are tied to the certificate of occupancy, with flexibility in payment timing. Infrastructure improvements, including the Sun Lakes Boulevard extension and upgrades to Sunset, Lincoln, Bobcat, and Highland Home roadways, are valued at $42 million. Other benefits include the donation of right-of-way, a substation, a fire station, a water storage tank, an osmosis center, and parkland. Miles expresses excitement about bringing new shopping opportunities and a first-class fire station and parks to the community. He acknowledges the project's impacts, including sound, traffic, and noise, and explains the mitigation efforts. The sound impact is addressed, noting that the

project only exceeds sound variance during the construction of Sunset, with a temporary sound wall proposed as a solution.

Brent Miles discusses the traffic management plan, emphasizing no truck traffic west on SLB and proposing a headache bar solution. He highlights the use of sound walls, buffering, and landscaping to mitigate noise, stating that the project does not exceed sound limits except during Sunset construction. Miles argues that residential development is not viable on the site due to infrastructure costs and the presence of arroyos. He emphasizes the project's billion-dollar investment, commitment to paying fees, and desire to bring amenities and jobs to the community. Miles seeks a partnership to create a project that benefits the community, acknowledging the courage required to approve such a project and the potential for opposition. He believes the project's benefits outweigh the drawbacks.

Council Member Flynn inquires about the anchor tenant, which Miles confirms is a grocery-anchored retailer but cannot be publicly named. She questions the usability of the 65 acres of public park land, noting that much of it consists of culverts and ravines, and expresses concern about the existing homeless population in the area. Miles suggests that increased activity will deter homelessness and offers to consider providing more land for pure park space. Flynn emphasizes the ongoing issue of homelessness on the property and asks about plans for addressing it.

Council Member Flynn raises concerns about the lack of plans and funding for staffing the proposed fire station. Brent Miles suggests staff can better address the funding issue. Council Member Flynn requests a permanent sound wall north of Sun Lakes Boulevard on Highland Home Road to buffer the view and noise for the Sun Lakes community. Miles agrees to explore the sound wall. City Manger Vela explains that the project is projected to bring a net annual fiscal surplus to the city, part of which could be used for fire services, and mentions the possibility of a citywide CFD service to fund fire and police. He also suggests cost-sharing with the City of Beaumont. Brent Miles adds that the park land could potentially be expanded from five to twelve acres.

Councilman Miller expresses concern that the $16 million allocated for the fire station and equipment may not be sufficient due to rising costs. Brent Miles offers to increase the funding and tie it to a CPI inflator. Council Member Wallace asks the Fire Chief Hopkins about staffing the fire station once it's built. Fire Chief Hopkins explains that the city can request staffing through a letter, and the costs would depend on the type of resource placed there. He emphasizes the need for a fire station on the south side of the freeway and its potential to improve coverage in the city. Council Member Flynn clarifies the desired extent of the sound wall along Highland Home Road, requesting it extend to the substation for continuity.

Fire Chief Hopkins discussed the potential costs and benefits of establishing a fire station on the south side of Beaumont, emphasizing the current lack of coverage in that area and the reliance on stations in Cabazon (often blocked by trains) or Poppet Flats. He mentioned that staffing costs would depend on the type of resource deployed. Moving Engine 20 to the new station and adding equipment to the Wilson station could improve coverage for Atwell and other north-side communities. The Fire Chief offered to provide cost estimates for fire equipment, noting that a fully outfitted fire engine currently costs around $1.7 million, while a truck like the one purchased by Beaumont cost $2.4 million plus outfitting expenses. The estimated cost for a new fire station is around $8 million, potentially excluding land costs, but the city has architecture drawings available to help reduce costs. Projections have been made regarding response times from potential fire station locations off Sunset and at the Wilson site, aiming for a four-to-five-minute response time. Other fire stations being built in the county are estimated to cost around $12 million or more.

Charlene So from Urban Crossroads stated that the modified project now anticipates 1,850 trucks per day on Sunset Avenue daily, a reduction from the original estimate of 3,200 due to project modifications. The traffic study primarily focuses on morning and evening peak hours, revealing slightly more truck traffic in the morning (about 100 trucks more). While truck activity generally occurs outside peak commute hours, there could be truck traffic between 7-9 PM. The industrial traffic pattern is inverse to residential traffic, with higher inbound traffic in the morning and higher outbound traffic in the afternoon, potentially mitigating congestion during peak commute times.

Council Member Flynn questioned the significant reduction in truck traffic (from 3,200 to 1,800) despite the removal of only 500,000 square feet of warehouse space. Brent Miles clarified that the removal of 330,000 square feet of cold storage, along with the elimination of the truck stop as a permitted use, significantly contributed to the reduction in truck traffic. Cold storage and truck stops have a disproportionately high impact on truck volume compared to standard warehouse space. Council Member Flynn requested that the updated traffic study memo be provided to the entire council for review.

Mayor Royce questioned Brent Miles about comparable mixed-use projects in California. Brent Miles mentioned a large project near the Sacramento airport and retail developments in Kansas City and Detroit, but not a similar mixed-use project in California. He stated that his company has developed 30,000 residential units across the U.S. Mayor Royce expressed concern about the high number of vacant warehouses in Riverside County and asked if tenants were secured for the proposed warehouses. Brent Miles stated that he doesn't have tenants yet because he doesn't know when construction will begin. He cited a 5.2% vacancy rate for IE East, indicating a tight market. Council Member Flynn expressed concern that the warehouses might remain empty, referencing the Skechers building and other vacant properties in Cherry Valley. Brent Miles stated that the Skechers issue is related to foreign trade zone status, not a lack of demand. He disagreed with the notion of a downturn in warehousing, asserting that the region is the most robust industrial market globally.

Council Member Flynn suggested a condition requiring a tenant to be secured before building each subsequent warehouse. Brent Miles expressed openness to discussing language around this but highlighted the financial risk of building additional vacant warehouses. Council Member Flynn emphasized the community's concern about potential empty warehouses, given the history of vacant properties and the rezoning of land previously designated for single-family homes. She worried about the negative impact on surrounding communities if the warehouses remain unoccupied and do not benefit the city. Brent Miles pointed out that he would still be paying fees and taxes even if the buildings were vacant. City Manager Vela added that vacant warehouses would generate revenue through CFD and property taxes without placing demands on city services like traffic management.

Mayor Royce expressed concern that empty warehouses could attract crime and blight, potentially exceeding the revenue generated. Brent Miles stated that less than 2%, possibly less than 1%, of his California properties are currently vacant. Mayor Royce inquired about the intended use of the warehouses, specifically whether they would be used for "point of sale" activities. Brent Miles explained that point of sale taxation in California is complex and depends on the tenant's other facilities. He mentioned Chewy.com as an example of a point-of-sale tenant in Missouri. Brent Miles estimated that 20% of their California portfolio involves point of sale. He believes that the Banning location is a "home-run site" and that he has the capital ready for the project. He noted that last year, his company leased 15.6 million square feet, with 9.8 million square feet coming from existing Fortune 500 tenants.

Brent Miles clarified that the plans include dedicated truck parking spaces, separate from loading and unloading docks. These spaces are intended for trucks staging between loads. Mayor Royce expressed concern about trucks spilling over onto city roads, a common problem in other cities with large distribution centers. Brent Miles assured that the site has ample land coverage (22-25%) compared to typical industrial developments (35-38%), allowing for sufficient on-site storage and queuing. City Manager Vela emphasized the longer throats leading into the buildings, providing more on-site storage capacity for trucks. Brent Miles stated that the internal road networks are designed to prevent trucks from queuing on public streets. He expressed confidence in leasing the buildings due to their state-of-the-art design and ample parking.

Mayor Royce Opened Public Hearing at 7:50 p.m.

- A resident highlights key issues previously raised: electricity bills, warehouses, and animal care. urges the council to consider whether the current project is truly in the city's best interest, noting resident opposition to empty warehouses and uncertainty about future buyers and the economy.
- Richard McCard expresses concerns about the incompatibility of warehouses with neighboring residential areas and focuses on traffic impacts. He cites a figure of 1,850 trucks per day,

exceeding one truck per minute. He raises concerns about ambulance and police access, added load on the 10 freeway, noise, and pollution. He questions truck routing via Sun Lakes Boulevard to Sunset Blvd. and suggests the airport as a more suitable location.

- Chuck Huff emphasizes that the council's loyalty should be to residents, not freight traffic. He criticizes the council's credibility, citing the San Gorgonio Inn and a drag racetrack. He recalls previous claims about the impossibility of extending Sun Lakes Boulevard due to dangerous pipelines. He highlights traffic problems on Sunset and Lincoln, the impact on fire engine access despite the $35 million underpass, and the increase in decibel levels from sirens. He also mentions the shift from rural land to high-density housing and commercial development.
- A resident asks if homeowners in Serrano Del Vista will be reimbursed if truck traffic on Sunset lowers property values.
- John, representing union plumbers, pipe fitters, and refrigeration workers, finds it ironic that people complain about warehouses while ordering online. He challenges the vacancy rate argument, citing statistics of approximately 5% vacancy in the general area and 8% county-wide, suggesting a 92% chance of occupancy. He proposes organizing warehouses with tiered wage systems, higher salaries based on seniority, supervisors with higher pay, and union representation. He urges the council not to turn down this opportunity.
- Jack Marty, a Banning resident with logistics and trucking experience, notes the presentation sounded better than previous ones. He recalls citizen opposition to warehouses and marijuana facilities, preferring grocery stores and retail. He expresses concern about 80 trucks per hour accessing the freeway, predicting a "nightmare." He also mentions fumes, drugs, overnight truck parking, and the potential for lawsuits forcing the opening of Sun Lakes Boulevard to truckers.
- Ashley Adams, a lifelong Banning resident and mother, acknowledges setbacks but emphasizes the need to consider the future for her child and other children. She highlights the jobs, entertainment, and food the plan could bring, urging the council to work out the details and consider the expectations of the younger generation.
- Tara Hagee, a Banning resident and caregiver in Sun Lakes, admires the area's environment and nature. She notes the existing 11 industrial, two commercial, and four residential projects already in the works. She argues for legacy over quick fixes, emphasizing community, small business, sustainable jobs, and environmental alignment. She urges consideration of the proposal's economic, health, and longevity impacts.
- Edward Espinosa clarifies factual points about the Sunset Crossroads project, including the 30-year development agreement and the $8 million public benefit fee being contingent on building construction and occupancy. He notes that the fire station, water reservoir, and other public facilities are based on phased needs, not automatic construction. He states that the warehouse and commercial components are market-driven and phased, with no mandatory build-out date. He also mentions the illustrative nature of the presented map and the lack of fixed warehouse sizes or layouts. He suggests ways for the city to protect itself, such as performance bonds and permit-based phasing. He raises concerns about decibel levels affecting seniors with hearing aids.
- Kathy Aranda formally opposes the Sunset Crossroads project, calling it the wrong project in the wrong location. She emphasizes the Planning Commission's recommendation for denial. She notes the permanent rezoning and annexation of over 500 acres, allowing over 5.5 million square feet of industrial warehouse development. She highlights the Environment Impact Report's acknowledgement of significant unavoidable impacts, including air quality, noise, traffic, and quality of life effects. She argues that environmental review identifies impacts but does not justify them, and rezoning makes those impacts permanent. She urges the council to deny the project, consistent with the Planning Commission's recommendation.
- Amy Pippinger expresses agreement with the previous speaker. If the project passes, she insists on a stoplight or stop sign at Highland Home and Sun Lakes. She raises concerns about student

and resident traffic on Sunset, especially near Westward, and the potential for problems with teenage drivers and semi-trucks. She believes the developer should have proposed a project consistent with the existing zoning. She also requests a buffer on Bobcat for horse trailers.

- Nick Weyrich, Senior Vice President at SRS Real Estate Partners, explains his firm was hired to secure retail tenants for the project's commercial component. He argues this is a transformational opportunity for Banning, potentially bringing a major nationally recognized retail anchor tenant. He emphasizes the competitive landscape with other sites in Beaumont and Calimesa. He states that the logistics component subsidizes the deal, making it attractive to retailers. He believes the anchor tenant will attract other retailers, creating a diverse mix of uses and a first-class amenity for the city.
- Lee Park, a partner at Axiom Retail Advisors, represents a nationally recognized big box retail client in advanced negotiations with North Point. He expresses strong support for the project, citing the potential for good local jobs, substantial tax revenue, and secured future growth. He emphasizes the client's real interest but ties their ability to move forward to the industrial component and its infrastructure. He warns that delays could lead the client to deploy resources elsewhere, making Banning no longer viable. He believes North Point is the right steward for the property and that the time for approval has come.
- Juanita Diaz expresses concern that the community is not adequately involved and convinced of the project's benefits. She feels information is often left out and that last-minute document releases are designed to confuse residents. She requests the council to deny the project with prejudice due to inadequate information.
- Louie Lopez, business agent for Ironworkers Local 433, highlights the "endless opportunity" promised by the city's motto. He seeks to recruit more Banning residents into the ironworkers, especially veterans through a direct entry program. He emphasizes the community benefits offered by North Point, stating he has never seen a developer willing to give so much to the community. He notes that union ironworkers start at $30 an hour as first-period apprentices, emphasizing the value of on-the-job skill training.
- Chuck Huff, a 52-year member of Local 250 Steam Fitter, acknowledges the improvements made to the project over the years. He admits that change is hard, especially for long-time residents. He notes his community's proximity to the project and its potential impact. He acknowledges the reduction in warehouses and the removal of the refrigeration component. He connects the project to the college and high-density housing, questioning the affordability of housing for retail workers earning $20 an hour. He commends the developers but remains hesitant about the change, understanding the need for jobs.
- Fran Hanrati asks the city council to be careful in their decision, suggesting the amount of warehouse square footage is excessive. She emphasizes the city's beautiful surroundings and its status as a blue zone city, highlighting the importance of clean air. She requests a revision to reduce the warehouse square footage.
- A resident addresses the potential uses of warehouses, citing examples of sports arenas, eateries, and chef classes. Emphasize the potential for community benefit and job creation, particularly in carpentry, ironworking, and electrical trades.
- A resident suggests relocating the project to the airport, creating a win-win situation for everyone and avoiding truck traffic near homes.
- Ron Roy supports the Planning Commission's recommendation to deny the project, reflecting the community's wishes for the 534 acres. He suggests the city staff's support for the developer stems from private meetings and communications without comparable public input. He asks the council to require the developer to reduce the industrial warehouse footprint and expand on existing general plan land uses, suggesting less than 160 acres or 30% of total acreage away from homes. He also mentions available industrial land east of Hathaway. He argues that the future of the 534 acres should reflect the Planning Commission and community's vision, not the

developer's, criticizing the developer's unchanging monolithic vision since 2021, where warehouses dominate 74% of the land use. He requests the Council to require the developer to reduce the industrial warehouse footprint and expand on existing general plan land uses, suggesting less than 160 acres or 30% of total acreage away from homes for industrial use. He believes more diverse land uses would create better dynamics and value.

- Carlos Esparza expresses his support for the project, mentioning his desire for a new park and nearby work opportunities. As a member of Iron Workers Local 433, he emphasizes the need for opportunities for young people, highlighting the union's apprenticeship programs for veterans and others

Mayor Royce Closed Public Hearing at 8:36 p.m.

Brent Miles with North Point addresses concerns, stating that fire services were prioritized based on staff input and that they have never seen property value decline near their industrial projects, citing examples in Kansas City and Edgerton, Kansas. They clarify that weed is a prohibited use due to their financial partners' restrictions inside warehouses. They emphasize the benefits of the 30-year development agreement, including guaranteed fees and an upfront payment of $7 million. They also highlight the explicit details of the development agreement regarding upfront payments.

Brent Miles addresses concerns about sound, stating that the human ear cannot detect decibel changes of less than three decibels, while the project's noise impact is much lower. He is willing to discuss the stoplight at Highland with public works and engineering. He also mentioned Hillwood as a competitor in the airport commentary.

Brent Miles clarifies that the industrial buildings will not be built all at once, and the traffic model accounts for full build-out over several years. expresses a shared desire to avoid vacant buildings and offer to provide a more detailed illustration of the traffic model, including signal locations, turn lanes, and time frames.

Brent Miles is unsure about the electrical substation and offers to consider how the project can help with other city needs like animal control. Council Member Flynn expresses concern about the amount of warehouses and square footage, suggesting the inclusion of more retail, commercial, and medical facilities.

Brent Miles agrees to consider alternative land uses but cautions that changes to the industrial square footage could impact on the financial viability of the project and the public benefit package. Emphasizes that the development agreement was heavily negotiated and that industrial use is the primary financial driver.

Mayor Royce points out the conflict between the developer's financial interest in warehouses and the city's need for retail. The applicant representative acknowledges the community's desire for retail but argues that industrial development generates more fees and is a more reliable financial producer. They estimate that the retail development could generate $2.5 million in sales tax.

Council Member Miller raises concerns about truck traffic and asks if some warehouses could be used for other purposes. The applicant representative explains that traffic is modeled based on warehouse square footage and that they actively monitor traffic to minimize problems, as excessive truck traffic is undesirable for both the developer and potential tenants. He highlight the $46 million investment in infrastructure to manage traffic.

Mayor Royce suggests a traffic study model predicting traffic in two to three years. The applicant representative and Charlene So from Urban Crossroads clarify that the traffic study looks at various time horizons, including existing conditions, project phases, cumulative projects, and a horizon year of 2045.

Council Member Flynn emphasizes that various commercial uses beyond retail are possible and

that warehouses generate 24/7 truck traffic, unlike medical or retail buildings. She expresses concern about the potential impact of 80 trucks per hour on the on and off ramps and suggests reducing the warehouse area south of Sun Lakes Blvd.

Brent Miles reiterates their efforts to minimize truck traffic and balance community needs with the development agreement. Councilmember Flynn questions the guarantee of LAFCO approval for the county land south of Sun Lakes Boulevard and the potential for the developer to withdraw if it's not approved.

J.J. Jenkins with Northpoint confirms that a survey was conducted in a disadvantaged unincorporated community, and residents chose not to join the city.

Council Member Wallace emphasizes the need for economic development in Banning, highlighting the city's fiscal challenges and the importance of adapting to change. She argues that the Planning Commission's denial of projects is hurting the city and that Banning needs to attract businesses to avoid being bypassed by other booming cities. She stresses the need for a change in mindset to support economic growth for the benefit of future generations.

Charlene So, with Urban Crossroads confirms the original traffic study was completed on August 9th, 2023, with subsequent technical memos, including one dated September 3rd, 2025.

Deputy City Clerk, Sandra Calderon reports receiving seven letters in support and 416 letters in opposition to the project, distributed to the council. Councilman Wallace reiterates that the project impacts the entire city of Banning.

Council Member Flynn moves to continue the discussion to a future date, citing the late release of the development agreement and a 10-page letter received from Sunset Crossroads. She argues that the council needs more time to digest these documents and the traffic study. The motion is seconded by Council Member Barrington. Motion carried 4-1 with Council Member Wallace voting no.

City Attorney Pinkney clarifies that continuing the public hearing to a date certain avoids the need for re-noticing. The discussion clarifies that agenda items 6-1 and 6-2 are related to the same project and can be continued together.

Councilmember Flynn suggests hearing agenda item 6-2, which involves the general plan amendment and zone change, as it is a separate issue involving the city and Mt. San Jacinto College, not North Point.

Mark Staples, Senior Planner proceeds to present the next item 6.2.

6.2 Consideration of an Application by the City of Banning, CA for General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502) to Amend the Land Use Designation and Zoning of Approximately 41 acres of Land Owned by Mount San Jacinto Community College District Located Near the Southeast Corner of Westward and Sunset Avenues from PF–S (Public Facilities-Schools) to Very High Density Residential (VHDR) to Transfer Density of Not Less Than 1,146 Residential Units from the Sunset Crossroads Specific Plan.

Recommendation: 1. Adopt Resolution 2026-33, DENYING the project proposals of General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502)

2. Adopt Resolution 2026-34, APPROVING the project proposals of a General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502)

Mark Staples, Senior Planner proceeds to present on the residential land use transfer, explaining that it complies with state law regarding no net loss of residential land uses and is tied to the housing element. Another site was needed to accommodate the 1,146 units. Explaining the prior residential land uses in the area, referencing the "no net loss law" passed around 2021 or 2022 and its connection to the housing element. To compensate for the loss of 1,146 units, previous

directors contacted Mt. San Jacinto College, who were willing to take on the residential unit total, but wouldn't provide a formal letter of commitment. The presentation includes approval and denial resolutions tied to the North Point project and resolutions approving general plan 22-2502 and zone change 22-3502, specific to the college district's properties.

Council Member Flynn questioned the college's willingness without a formal commitment and the implications of transferring 1,146 low-density homes to a property not owned by the city, suggesting it's merely a "paper trade" to satisfy state housing policy. She expressed concern about losing these homes and the potential repercussions from HCD. She emphasized the Planning Commission's opposition to the project and the need for rooftops to support local businesses.

Mark Staples stated that the MSJC district generally accepted the responsibility for the 1,146 units. They mentioned the possibility of further transfer development rights. Council Member Flynn questioned the density required to accommodate that many units, and Mark clarified it would be roughly 27 units per acre, similar to recently built three-story apartments.

Mayor Royce opened public comments.

- Amy Pippinger speculated that MSJC might be amenable to the proposal because Diversified Pacific could purchase the land for apartments. She expressed her opposition to the plan.
- Tara Hagee questioned the logic of voting on the proposal without guarantees and its contingency on the other proposal, suggesting it be revisited with a committed site. The developer representative stated the MSJC site was considered in the EIR for the North Point project due to SB 330 requirements. He clarified that the MSJC site is intended for job development, not housing, and wouldn't preclude future school facilities. He also mentioned the 1,146 units were analyzed programmatically in the EIR and traffic analysis, with a housing range of 24-30 DU per acre, potentially in a clustered, three-story format.
- Shirley Hagey noted the reduced audience and expressed concern that the community wasn't adequately informed about the rezoning. She suggested delaying the decision for more public input. John Kond, counsel for the developer, emphasized the legal requirement under SB 330 to handle the North Point project and the zone change simultaneously. He clarified that state law only requires capacity, and the 1,146 units were merely shifted, not built or planned, similar to the previous situation with Lennar and the Sunset Crossroads property.
- Juanita Diaz expressed concern about the number of warehouses and questioned whether the city was prioritizing the community's needs. She emphasized the need for affordable housing and raised concerns about MSJC's potential departure. The meeting host then opened the floor for council discussion, deferring to legal counsel regarding separating or combining the items. The City Attorney advised handling the two items together as they are applications for one project.

Mayor Royce closed public comments

City Attorney, Pinkney suggested continuing the public hearing to February 26th to allow for the inclusion of missing ordinances. A motion was made to continue the meeting to February 26th. Councilmember Flynn inquired about the impact of the Rancho San Gregorio project (3,500 homes) on traffic. Staff confirmed the EIR accounted for Rancho San Gregorio as an existing approved project from 2016.

Council Member Flynn sought clarification on the car traffic numbers in addition to the 1,800-truck count.

Mark Staples indicated they would need to defer to traffic experts for specific car traffic numbers but estimated Island Springs had 30,000+ cars per day. Mayor Pro Tem Barrington pointed out that Rancho San Gregorio traffic would use multiple streets, not just Sunset. Council Member Flynn requested clear data on truck and car traffic. Mark Staples committed to translating the technical traffic data into an understandable narrative.

7. ADJOURNMENT

A motion was made by Mayor Royce and seconded by Council Member Miller to continue items 6-1 and 6-2 to February 26th at 5 p.m., motioned carried 5-0. Meeting was adjourned 9:32 p.m.

Minutes prepared by:

Sandra B. Calderon
Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/282?view_id=1&redirect=true

DRAFT

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk** **Todd Hopkins, CalFire Division Chief**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Receive and File Fire Protective Services Statistics for the Month of January 2026.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

City Council has requested CalFire's Riverside County Division, which provides fire protection services in the City of Banning, to 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. JurisReport_Banning_v2.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Robert Fish

Fire Chief

1/1/2026 to 1/31/2026

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
Com Fire	1
False Alarm	24
Medical	403
Multi-Fam Dwelling Fire	1
Other Fire	10
Other Misc	3
Public Service Assist	28
Res Fire	1
Ringing Alarm	1
Standby	5
Traffic Collision	15
Wildland Fire	1
Incident Total	**493**

Average Enroute to On-Scene Time

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

<5 Minutes	+5 Minutes
265	94

+10 Minutes	+20 Minutes
6	1

Average Min	% 0 to 5 Min
4.16	72.40

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	173
Total:	**173**

Mutual Aid Given

Engine	200
Total:	**200**

Mutual Aid Received

Breathing Support	1
Brush	1
Chief	11
Engine	340
Environmental Health	1
MRF	62
Nurse	19
Patrol	13
PIO	2
Squad	39
Truck/Quint	2
Total:	**491**

Truck Report

T2 recorded 2 responses in City of Banning from 1/1/2026 to 1/31/2026

Significant Incidents

26CARRU000791 1/2/2026 8:25:00AM	CAL Fire/Riverside County Fire Department was dispatched to a reported structure fire at the above address. The first reporting engine company reported a two-story structure with light smoke visible. Fire personnel made access to the fire and were able to contain it to a small patio area. There were no injuries reported to fire service personnel or civilians. The cause of the fire remains undetermined at the time of this report.
26CARRU015919 1/28/2026 10:40:00PM	CAL FIRE/Riverside County Fire Department resources from Battalion 3 responded to the above location for multiple reports of a commercial structure fire. The first arriving Company Officer reported an exterior fire threatening a large commercial market and strip mall. Fire crews contained the fire, however, the market experienced heavy smoke damage to food product. Riverside County Environmental Health is on scene assessing the food stock. Banning City Building and Safety is requested to assess the building.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Kristine Gutierrez, Community Development Operations Manager** **Vincent Avila, Chief of Police**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Receive and File Code Enforcement Statistics for the Month of January 2026**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

Statistics provide details on the types of code enforcement related calls the City responds to. Statistics show increases and decrease in particular areas of Code Enforcement over time.

FISCAL IMPACT:

None.

ALTERNATIVES:

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

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Code Stats Jan 2026.pdf

BANNING POLICE DEPARTMENT
JANUARY, 2026

Code Enforcement	Jan-26	Jan-25	% CHGE	YTD-26	YTD-25	% CHGE
New Cases Opened	111	17	553%	111	17	553%
Total Cases Open (Active)	268	412	-35%	268	412	-35%
Notice of Violations Issued	305	13	2246%	305	13	2246%
Violations Resolved	256	133	92%	256	133	92%
Citations Issued	44	21	110%	44	21	110%
Inspections Completed	265	81	227%	265	81	227%
Collected Fee's (Citations)	1375	762.83	80%	1375	762.83	80%
Red Tagged Properties	1	2	-50%	1	2	-50%
AVA Program Vehicles Abated	1	0	100%	1	0	100%
Weed Abatement Cost Recovery	11746.88	18512.7	-37%	11746.88	18512.7	-37%
72 Hour Parking (NOV) CVC 22651 K	21	0	2100%	21	0	2100%
Unhoused Encampments Tagged (PC602)	19	0	1900%	19	0	1900%
Calls For Service	205	0	20500%	205	0	20500%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Receive and File Animal Control Statistics for the Month of January 2026**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

Statistics tell a city how many Animal Control Officers need to be on the street, the types of calls they handle, and the need for additional services. Statistics show increases and decreases in particular areas of Animal Control Services over time.

FISCAL IMPACT:

None.

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current Animal Control Services 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. Good Police Stats ACO 2026 Jan.pdf

BANNING POLICE DEPARTMENT
JANUARY, 2026

ANIMAL CONTROL	Jan-26	Jan-25	% CHGE	YTD-26	YTD-25	% CHGE
Calls for Service	132	88	50%	132	88	50%
Animals Impounded	18	0	1800%	18	0	1800%
Animals Euthanized	4	0	400%	4	0	400%
Bite Reports	2	2	0%	2	2	0%
Citations Issued	1	0	100%	1	0	100%
Expenses	947.75	2233.25	-58%	947.75	2233.25	-58%
Revenue	45.4	602	-92%	45.4	602	-92%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Receive and File Police Department Statistics for the Month of January 2026**

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:

1. Good Police Stats Workbook Jan 2026.pdf
2. Group A Offense Report Jan 2026.pdf

BANNING POLICE DEPARTMENT
JANUARY, 2026

CRIME	Jan-26	Jan-25	% CHGE	YTD-26	YTD-25	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	1	0	100%	1	0	100%
Robbery	1	1	0%	1	1	0%
Assaults Agg/Simp	13	18	-28%	13	18	-28%
Burglary	0	2	-100%	0	2	-100%
Vehicle Theft	11	8	38%	11	8	38%
Larceny	21	10	110%	21	10	110%
OTHER						
Narcotics	3	4	-25%	3	4	-25%
DUI	2	1	100%	2	1	100%
T/C Non-Injury	23	24	-4%	23	24	-4%
T/C Injury	1	6	-83%	1	6	-83%
T/C Fatal	0	0	0%	0	0	0%
Transient Calls	131	88	49%	131	88	49%
Unattended Death	5	6	-17%	5	6	-17%
246PC	1	0	100%	1	0	100%
Citations	96	64	50%	96	64	50%
Total Incidents	3354	2823	19%	3354	2823	19%

Group A Offense Report

Beginning Date: 01/01/2026 **Ending Date: 01/31/2026**

Agency: BANNING PD

Offense	Reported in 2026	Reported in 2025	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	1	0	NA	0	0.00%	5.26%	3.13
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	2	1	100.00%	1	50.00%	10.53%	6.25
Aggravated Assault	6	2	200.00%	1	16.67%	31.58%	18.75
Simple Assault	7	12	-41.67%	4	57.14%	36.84%	21.88
Intimidation	2	0	NA	0	0.00%	10.53%	6.25
Kidnapping/Abduction	1	0	NA	1	100.00%	5.26%	3.13
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**19**	**15**	**26.67%**	**7**	**36.84%**	**24.68%**	**59.38**
Robbery	1	1	0.00%	0	0.00%	2.13%	3.13
Burglary/Breaking & Entering	0	2	-100.00%	0	0.00%	0.00%	0.00
Larceny/Theft Offenses	21	10	110.00%	2	9.52%	44.68%	65.63
Motor Vehicle Theft	11	10	10.00%	0	0.00%	23.40%	34.38
Arson	1	0	NA	0	0.00%	2.13%	3.13
Destruction Of Property	12	7	71.43%	2	16.67%	25.53%	37.50
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	1	1	0.00%	0	0.00%	2.13%	3.13
Embezzlement	0	1	-100.00%	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	0	3	-100.00%	0	0.00%	0.00%	0.00
Crimes Against Property Total	**47**	**35**	**34.29%**	**4**	**8.51%**	**61.04%**	**146.88**
Drug/Narcotic Violations	3	1	200.00%	3	100.00%	27.27%	9.38
Drug Equipment Violations	4	1	300.00%	4	100.00%	36.36%	12.50
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	4	6	-33.33%	3	75.00%	36.36%	12.50
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**11**	**8**	**37.5%**	**10**	**90.91%**	**14.29%**	**34.38**
Total Group "A" Offenses	**77**	**58**	**32.76%**	**21**	**27.27%**	**100%**	**240.63**

Note: *The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.*

* Adjusted population base: 32,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Director of Public Work/Interim City Manager**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Community Cleanup and Compost Giveaway Event Update**

RECOMMENDATION:

This is informational only; receive and file report.

BACKGROUND:

The City of Banning has partnered with Waste Management as part of the solid waste franchise agreement to provide three free bulky item collection events for residential accounts per calendar year. The first of three bulky item collection events for this year was held on January 17, 2026, at Dysart Park offering residents the opportunity to dispose of unwanted items including, but not limited to, appliances, mattresses, green waste, e-waste and so forth. This event also offers residents paper shredding and the collection of household batteries.

This latest event welcomed 447 vehicles. An accumulation of 33.88 tons of municipal solid waste, 5.50 tons of green waste, 6.51 tons of white goods/metal, 3.60 tons of paper shredding, 2.98 tons of E-waste, and 4.19 tons of mattresses were collected over the duration of 5 hours. Waste Management collected a grand total of 56.66 tons of waste, of which 22.78 tons were successfully diverted from the landfill. Furthermore, four (4) barrels of household batteries were collected during the event.

According to Waste Management's calculations, these recycling efforts resulted in the following benefits:

- Saved 132,878 kWh of electricity. Enough electricity to power 10 households for one year.
- Reduced GHG emissions by 4 metric tons. Equivalent to taking 3 passenger cars off the road for one year.
- Kept 5,956 lbs of solid Waste out of the landfill. The amount of trash generated by 3 households in one year.
- Kept 1,460 lbs of hazardous materials out of the environment.

In addition to the collection of bulky waste at Dysart Park, the City included a compost station, giving away free compost to the community. Forty-seven (47) residents obtained compost on the day of the event. Any unused compost that was not given away was disbursed and utilized on City properties throughout the community. Incorporating the free compost giveaway supports the City's compliance goals in achieving targets identified by the State and SB 1383 requirements to purchase and utilize organic waste materials. In all, Waste Management provided 18 tons of compost for the giveaway.

JUSTIFICATION:

The City's Bulky Item Collection and Compost Giveaway events continue to be a success and provide a great service to our community. The events aid in keeping the community clean through reducing the

amount of waste that may otherwise be illegally dumped throughout the City and its rights-of-ways. In celebration of Earth Day, our next event is scheduled for Saturday, April 18, 2026, followed by October 17, 2026.

FISCAL IMPACT:

Event staff and material costs were funded by the Refuse fund.

ALTERNATIVES:

Not applicable.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

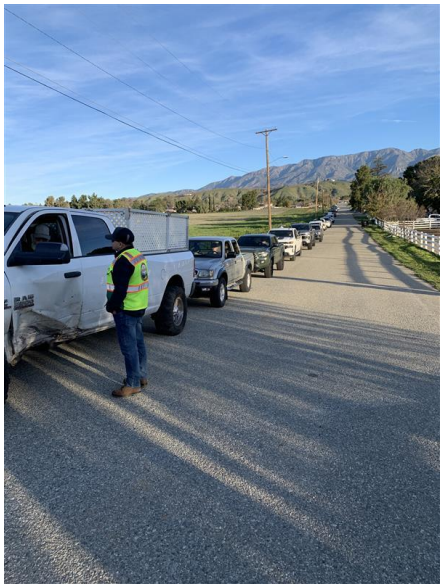
No

ATTACHMENTS:

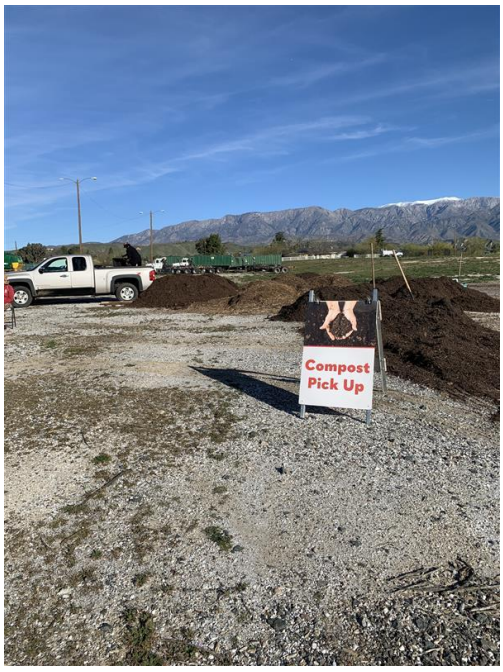
1. Event Pictures 2.24.26.docx

Staff Report: Bulky Item Collection & Compost Giveaway
January 17, 2026
447 Vehicle Trips

BULKY ITEM COLLECTION & COMPOST GIVEAWAY EVENT PICTURES



Staff Report: Bulky Item Collection & Compost Giveaway
January 17, 2026
447 Vehicle Trips



CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Art Vela, Interim City Manager**

PREPARED BY: **Nate Smith, Deputy Director of Public Works/City Engineer**

MEETING DATE: **February 24, 2026**

SUBJECT: **Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Reduction of the Improvement Bonds and Exoneration of Monumentation Bonds**

RECOMMENDATION:

City Council accept as complete various improvements related to the Atwell Specific Plan Development and authorize the 90% reductions in the improvements bonds and exoneration of Monumentation Bonds.

BACKGROUND:

On May 28, 2024, City Council adopted Resolution 2024-77 approving Final Tract Map 37388-5, releasing the map for recordation, authorizing staff to sign the subdivision improvement agreement and final tract map; and accepting the Performance and Labor and Material Bond for public improvements. As conditions of approval for the Atwell Specific Plan development, Tri Pointe Homes was required to sign subdivision improvement agreements and to submit bonds to assure the City that the required public improvements are constructed according to City standards and specifications. These public improvements include onsite street, sewer, water, non-potable water, and centerline monuments serving the tract.

JUSTIFICATION:

Staff has verified through inspections that the required public improvements were completed per City standards and specifications and recommends that City Council accept the improvements as complete and authorize the 90% bond reduction for the following bonds:

Bond Number	Bond Amount	Improvements
30219390	$913,713.84	Streets
30219391	$464,875.48	Water and Non-Potable Water
30219392	$388,584.86	Sewer

The remaining 10% of the bond amounts will remain for a period of 12 months (maintenance period) at which point the 10% balance will be released and the improvements will become City owned and maintained improvements.

Staff has verified through inspections that the required monuments were installed per City standards and specifications and recommends that City Council accept the monuments as complete and authorize the 100% bond exoneration for the following bond:

Bond Number	Bond Amount	Improvements
30219393	$19,677.90	Monuments

FISCAL IMPACT:
Not applicable

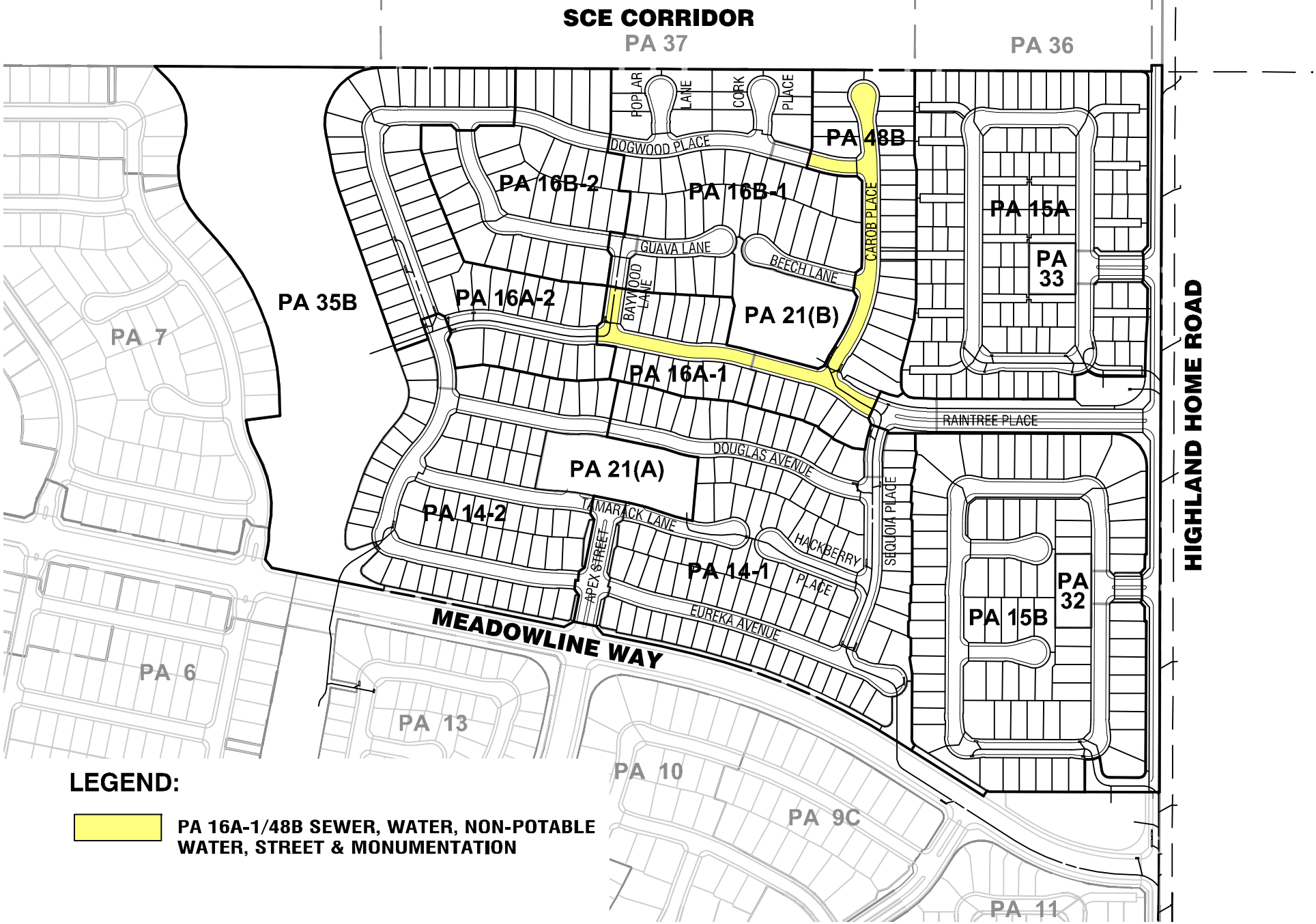
ALTERNATIVES:
Do not accept staff's recommendation and provide staff with additional direction.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. TR37388-5 Improvement Exhibit.pdf
2. TR37388-5 SIA and Bonds.pdf
3. TR37388-5 CL Ties.pdf

PHASE 2B-2, PA 16A-1/48B EXHIBIT



LEGEND:

PA 16A-1/48B SEWER, WATER, NON-POTABLE WATER, STREET & MONUMENTATION

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[ ] FINAL TRACT MAP NO. 37388-5 ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL – TR 37388-5 PA16A-1

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 Imp Plan
Street Imp Plan
Water Imp Plan
Monumentation Imp Plan

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$1,767,174.18
GRADING	$_____
MONUMENTATION	$19,677.90
TOTAL:	$1,786,852.08

FORM OF IMPROVEMENT SECURITY:

[X] 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):

#30219390

#30219391

#30219392

#30219393

EFFECTIVE DATE OF AGREEMENT:

_____
(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _37388-5 ~~(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. <u>REDUCTION OR RELEASE OF IMPROVEMENT SECURITY</u>

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. <u>INDEMNIFICATION OF CITY BY SUBDIVIDER</u>

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: 5/9/24

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 05/09/2024 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)

Bond No. 30219390
Premium: $3,381 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell Tract 37388-5 PA16A-1 / 48B 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 Tract 37388-5 - PA16A-1 / 48B 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 Thirteen Thousand Seven Hundred Thirteen and 84/100 Dollars ($913,713.84), 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"

Tri Pointe Homes, IE-SD, Inc.
(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: 5.9.24

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 05/09/2024 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: May 6, 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 MAY 06 2024 before me, Janina Monroe, 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.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

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. Acknowledgents 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 and affixed the seal of the said insurance company this 6th day of May, 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. 30219390
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell Tract 37388-5 PA16A-1 / 48B 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 Tract 37388-5 PA16A-1 / 48B 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 Thirteen Thousand Seven Hundred Thirteen and 84/100 Dollars ($913,713.84), 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"

Tri Pointe Homes IE-SD, Inc.
(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: 5.9.24

"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: May 6, 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 MAY 06 2024 before me, Janina Monroe, 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.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

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. Acknowledgments 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 and affixed the seal of the said insurance company this 6th day of May, 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."

APPROVED BY
CITY OF BANNNG
APR 12 2024
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	3/6/2024
Approved By:	
Date Approved:	
Tract No.:	37388-5, Street PA 16A-1 / 48B

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET IMPROVEMENTS				
4" Asphalt Concrete (69,029 SF)	Ton	1,731	$ 90.00	$ 155,790.00
6" Aggregate Base Class II (69,029 SF)	Ton	2,623	$ 80.00	$ 209,840.00
6" Curb and Gutter	LF	602	$ 25.00	$ 15,050.00
Curb Ramp	Each	8	$ 3,500.00	$ 28,000.00
6" Wedge Curb and Gutter	LF	3,496	$ 25.00	$ 87,400.00
Adjust Storm Drain Manhole Cover to Grade	Each	2	$ 800.00	$ 1,600.00
Adjust Water Valve Cover to Grade	Each	27	$ 250.00	$ 6,750.00
Adjust Sewer Manhole Cover to Grade	Each	12	$ 800.00	$ 9,600.00
Concrete Sidewalk (4" thick)	SF	15,278	$ 8.00	$ 122,224.00
LED Solar Street Light	Each	6	$ 4,000.00	$ 24,000.00
Concrete Cross Gutter & Spandrels	SF	2,134	$ 22.00	$ 46,948.00
2" x 4" Redwood Header	LF	31	$ 2.00	$ 62.00
Barricade	LF	35	$ 100.00	$ 3,500.00
Residential Driveway Approach	SF	5,546	$ 8.00	$ 44,368.00
Access Road Driveway Approach	SF	160	$ 10.00	$ 1,600.00
Traffic Sign	Each	11	$ 400.00	$ 4,400.00
Traffic Markings	Each	5	$ 100.00	$ 500.00
Blue-reflective Fire Hydrant Marker	Each	7	$ 100.00	$ 700.00
Street Name Sign	Each	6	$ 300.00	$ 1,800.00
Sign Post	Each	8	$ 150.00	$ 1,200.00
12" Thermoplastic Traffic Stripe	LF	83	$ 5.07	$ 420.81
Remove Sign/Post	Each	4	$ 100.00	$ 400.00
SUBTOTAL				**$ 766,152.81**
CPI Adjustment				**$ 32,638.11**
15% Contingency				**$ 114,922.92**
TOTAL				**$ 913,713.84**
			Faithful Performance (100%)	$ 913,713.84
			Labor & Material (100%)	$ 913,713.84

Bond No. 30219391
Premium: $1,720 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell Tract 37388-5 - PA16A-1 Water & Non-Potable 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 Tract 37388-5 - PA16A-1 Water & Non-Potable 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 Four Hundred Sixty-Four Thousand Eight Hundred Seventy-Five and 48/100 Dollars ($464,875.48), 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"

Tri Pointe Homes, IE-SD, Inc.
(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: 5.9.24

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 05/09/2024 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: May 6, 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 MAY 06 2024 before me, Janina Monroe, 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.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jul 23, 2026

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. Acknowledgments 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 and affixed the seal of the said insurance company this 6th day of May, 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. 30219391
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell Tract 37388-5 - PA16A-1 Water & Non-Potable 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 Tract 37388-5 - PA16A-1 Water & Non-Potable 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 Four Hundred Sixty-Four Thousand Eight Hundred Seventy-Five and 48/100 Dollars ($464,875.48), 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"

Tri Pointe Homes IE-SD, Inc.
(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: 5.9.24

"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: May 6, 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 MAY 06 2024 before me, Janina Monroe, 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.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 28, 2026

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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- 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.
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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 and affixed the seal of the said insurance company this 6th day of May, 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."

APPROVED BY
CITY OF BANNNG

APR 12 2024

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	3/6/2024
Approved By:	
Date Approved:	
Tract No.:	37388-5, Water & Non-potable PA 16A-1 / 48B

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8" DIP Main w/ Poly Encasement & R.J.	LF	2,325	$ 60.00	$ 139,500.00
8" Fitting	Each	10	$ 250.00	$ 2,500.00
8" Gate Valve	Each	24	$ 2,000.00	$ 48,000.00
Adjust Water Valve to Grade	Each	33	$ 250.00	$ 8,250.00
Residential Fire Hydrant	Each	8	$ 5,200.00	$ 41,600.00
1" Air Vacuum Release Valve	Each	2	$ 5,000.00	$ 10,000.00
2" Service	Each	1	$ 1,500.00	$ 1,500.00
Remove Blind Flange & Join Pipe	Each	1	$ 250.00	$ 250.00
1" Service	Each	53	$ 1,200.00	$ 63,600.00
4" blow-Off Assembly	Each	1	$ 3,000.00	$ 3,000.00
Automatic Flushing System	Each	1	$ 35,000.00	$ 35,000.00
Remove Temporary Blow-off	Each	1	$ 500.00	$ 500.00
Remove Temp. Air Vacuum Release Valve	Each	1	$ 500.00	$ 500.00
1" Reduced Pressure Backflow Assembly	Each	1	$ 1,000.00	$ 1,000.00
SUBTOTAL				$ 355,200.00

Sdjh#4
L=_;<743_WHPK#GRFV_Frqvwxfwlrq#Frvw#Hvw_Skdvh#5E05_6:6;;08_;<743#6:6;;08#FHVW#ZDWHU0

NON-POTABLE WATER IMPROVEMENTS				
8" DIP Main w/ Poly Encasement & R.J.	LF	325	$ 60.00	$ 19,500.00
Remove Blind Flange & Join Pipe	Each	1	$ 250.00	$ 250.00
1" Air Vacuum Release Valve	Each	1	$ 5,000.00	$ 5,000.00
2" Service	Each	1	$ 1,500.00	$ 1,500.00
4" blow-Off Assembly	Each	1	$ 2,500.00	$ 2,500.00
8" Gate Valve	Each	1	$ 2,000.00	$ 2,000.00
8" Fitting	Each	1	$ 250.00	$ 250.00
Adjust Water Valve to Grade	Each	2	$ 250.00	$ 500.00
Remove Temporary Blow-off	Each	1	$ 500.00	$ 500.00
Remove Temp. Air Vacuum Release Valve	Each	1	$ 500.00	$ 500.00
2" Reduced Pressure Backflow Assembly	Each	1	$ 1,500.00	$ 1,500.00
Non-potable Water Signage	Each	4	$ 150.00	$ 600.00
SUBTOTAL				$ 34,600.00
SUBTOTAL				**$ 389,800.00**
CPI Adjustment				**$ 16,605.48**
15% Contingency				**$ 58,470.00**
TOTAL				**$ 464,875.48**
			Faithful Performance (100%)	$ 464,875.48
			Labor & Material (100%)	$ 464,875.48

L=_;<743_WHFK#GRFV_Frqvwxfwlrq#Frvw#Hvw_Skdvh#5E05_6:6;;08_;<743#6:6;;08#FHVW#ZDWHU0

Bond No. 30219392
Premium: $1,438 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell Tract 37388-5 - PA16A-1 / 48B 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 Tract 37388-5 - PA16A-1 / 48B 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 Eighty-Eight Thousand Five Hundred Eighty-Four and 86/100 Dollars ($388,584.86), 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"

Tri Pointe Homes, IE-SD, Inc.
(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: 5·9·24

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 05/09/2024 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: May 6, 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 MAY 06 2024 before me, Janina Monroe, 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.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

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. Acknowledgments 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 and affixed the seal of the said insurance company this 6th day of May, 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. 30219392
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell Tract 37388-5 - PA16A-1 / 48B 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 Tract 37388-5 - PA16A-1 / 48B 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 Eighty-Eight Thousand Five Hundred Eighty-Four and 86/100 Dollars ($388,584.86), 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

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"

Tri Pointe Homes IE-SD, Inc.
(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: 5.9.24

"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: May 6, 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 MAY 06 2024 before me, Janina Monroe, 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.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

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. Acknowledgments 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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- 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 [illegible] and affixed the seal of the said insurance company this 6th day of May, 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."

APPROVED BY
CITY OF BANNNG
APR 12 2024
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	3/6/2024
Approved By:	
Date Approved:	
Tract No.:	37388-5, Sewer PA 16A-1 / 48B

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
8" Sewer Main	LF	1,899	$ 60.00	$ 113,940.00
Manhole	Each	13	$ 4,000.00	$ 52,000.00
Adjust Manhole to Grade	Each	13	$ 800.00	$ 10,400.00
Remove Sewer Plug & Join Pipe	Each	1	$ 250.00	$ 250.00
4" Lateral	LF	1,729	$ 40.00	$ 69,160.00
12" Sewer Main	LF	968	$ 80.00	$ 77,440.00
6" Lateral	LF	42	$ 45.00	$ 1,890.00
Sewer Plug	Each	3	$ 250.00	$ 750.00
SUBTOTAL				**$ 325,830.00**
CPI Adjustment				**$ 13,880.36**
15% Contingency				**$ 48,874.50**
TOTAL				**$ 388,584.86**

Faithful Performance (100%)	$ 388,584.86
Labor & Material (100%)	$ 388,584.86

Bond No. 30219393
Premium: $100 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell Tract 37388-5 - PA16A-1 / 48B Monumentation
(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 Tract 37388-5 - PA16A-1 / 48B Monumentation; 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 Nineteen Thousand Six Hundred Seventy-Seven and 90/100 Dollars ($19,677.90), 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"

Tri Pointe Homes, IE-SD, Inc.
(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: 5.9.24

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 05/09/2024 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: May 6, 2024

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On MAY 06 2024 before me, Janina Monroe, 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.

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WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

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. Acknowledgents 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).
- 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.
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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.
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  - 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 [illegible] and affixed the seal of the said insurance company this 6th day of May, 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. 30219393
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell Tract 37388-5 - PA16A-1 / 48B Monumentation
(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 Tract 37388-5 - PA16A-1 / 48B Monumentation; 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 Nineteen Thousand Six Hundred Seventy-Seven and 90/100 Dollars ($19,677.90) 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"

Tri Pointe Homes IE-SD, Inc.
(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: 5.9.24

"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: May 6, 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 MAY 06 2024 before me, Janina Monroe, 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.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

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. Acknowledgents 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

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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 -

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M. BENT
NOTARY PUBLIC
SEAL SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

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The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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APPROVED BY
CITY OF BANNNG

MAR 18 2024

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	2/21/2024
Approved By:	
Date Approved:	
Tract No.:	37388-5 PA 16A-1/48B

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
MONUMENTATION				
Spike and Washer or 1" Dia. Pipe	Each	165	$ 100.00	$ 16,500.00
SUBTOTAL				**$ 16,500.00**
CPI Adjustment				**$ 702.90**
15% Contingency				**$ 2,475.00**
TOTAL				**$ 19,677.90**
			Faithful Performance (100%)	$ 19,677.90
			Labor & Material (100%)	$ 19,677.90

CENTERLINE TIES

TRACT NO. 37388-5
DEVELOPMENT PHASE 2B-2

1-15-26

DARYL J. CHRISTIAN
L.S. 8554

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA

CITY OF BANNING	STREET TIE	TRACT NO. 37388-5 DEVELOPMENT PHASE 2B-2
MDS CONSULTING 5 PETERS CANYON ROAD SUITE 305 IRVINE, CA 92606 (949) 251-8821 WWW.MDSCONSULTING.NET PLANNERS ENGINEERS SURVEYORS		TITLE SHEET DATE: 1-14-26 1 OF 8
DARYL J. CHRISTIAN		FIELD REVIEW _____ DATE _____
L.S. 8554		TIE BOOK _____ PAGE _____

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LEGEND:

(#) DENOTES SHEET NUMBERS

CITY OF BANNING	STREET TIE	TRACT NO. 37388-5 DEVELOPMENT PHASE 2B-2
MDS CONSULTING 5 PETERS CANYON ROAD SUITE 305 IRVINE, CA 92606 (949) 251-8821 WWW.MDSCONSULTING.NET PLANNERS ENGINEERS SURVEYORS		INDEX SHEET SCALE: 1"=200' DATE: 1-14-26 2 OF 8
DARYL J. CHRISTIAN		FIELD REVIEW _____ DATE _____
L.S. 8554		TIE BOOK _____ PAGE _____

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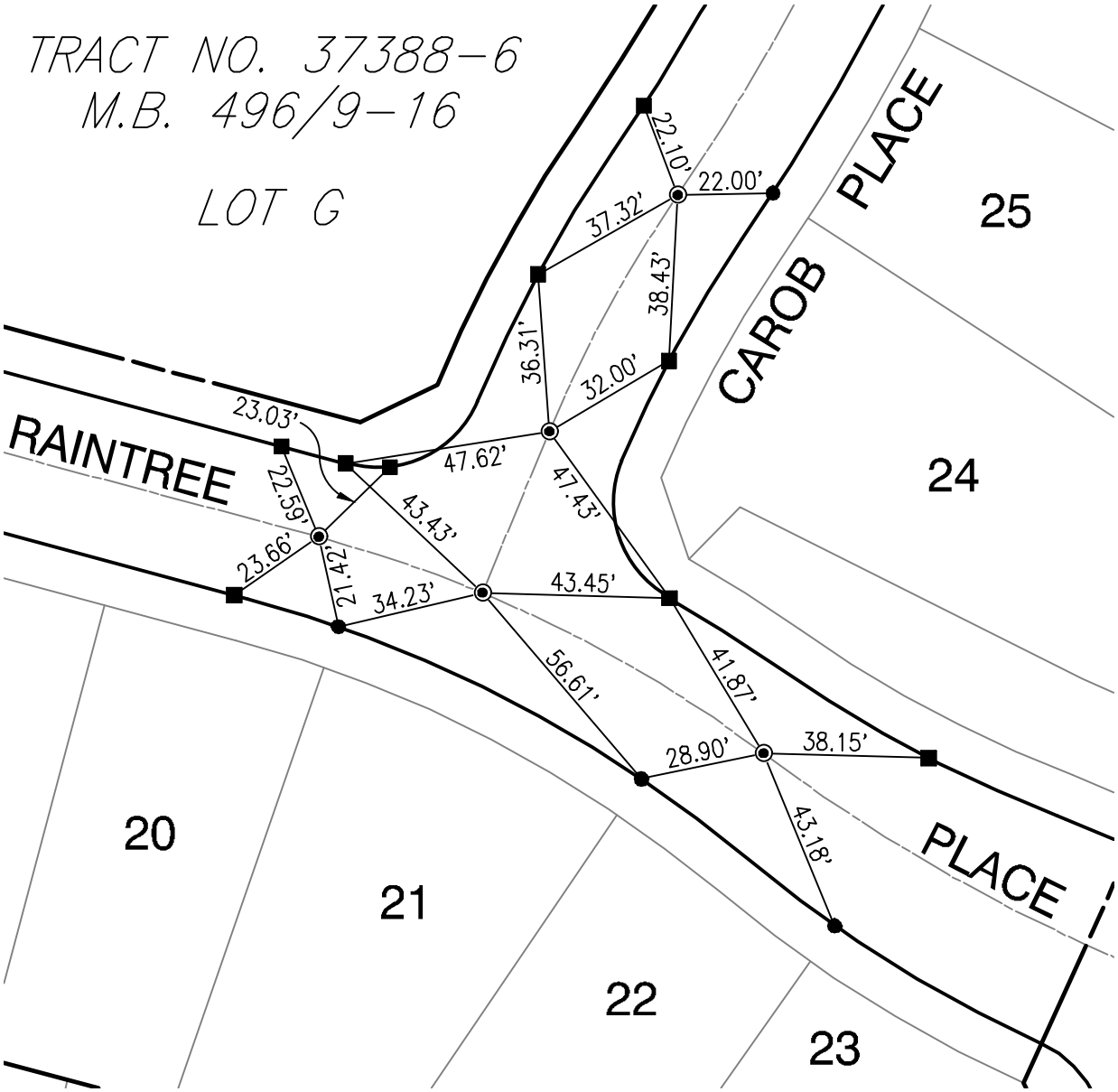

LEGEND :

- ◉ INDICATES SET SPIKE & WASHER, STAMPED "LS 8554", FLUSH
- ● INDICATES SET LEAD, TACK & TAG STAMPED "LS 8554", IN TOP OF CURB AT PL PROD
- ■ INDICATES SET LEAD & TACK, IN TOP OF CURB

CITY OF BANNING — STREET TIE	TRACT NO. 37388-5 DEVELOPMENT PHASE 2B-2
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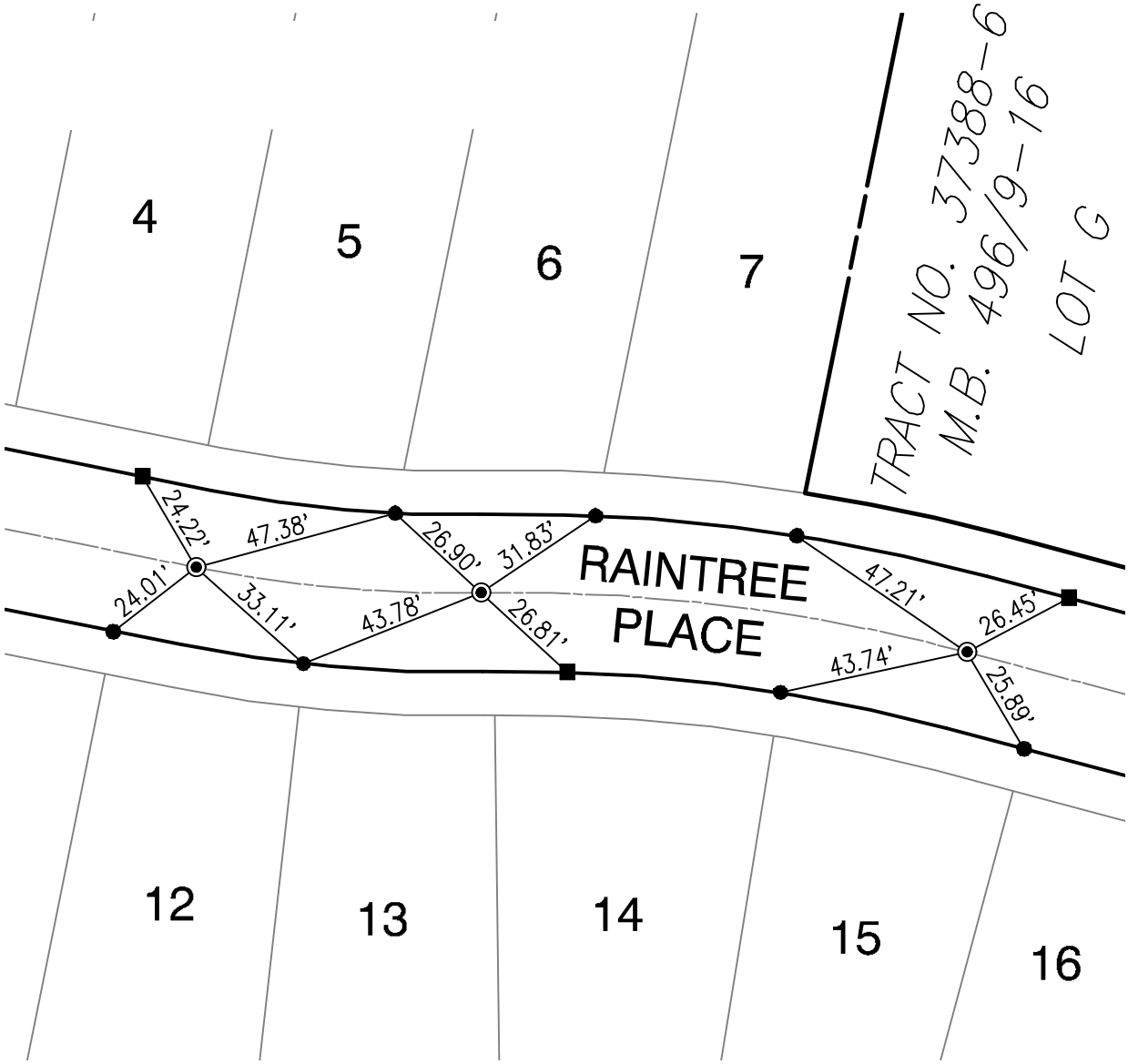

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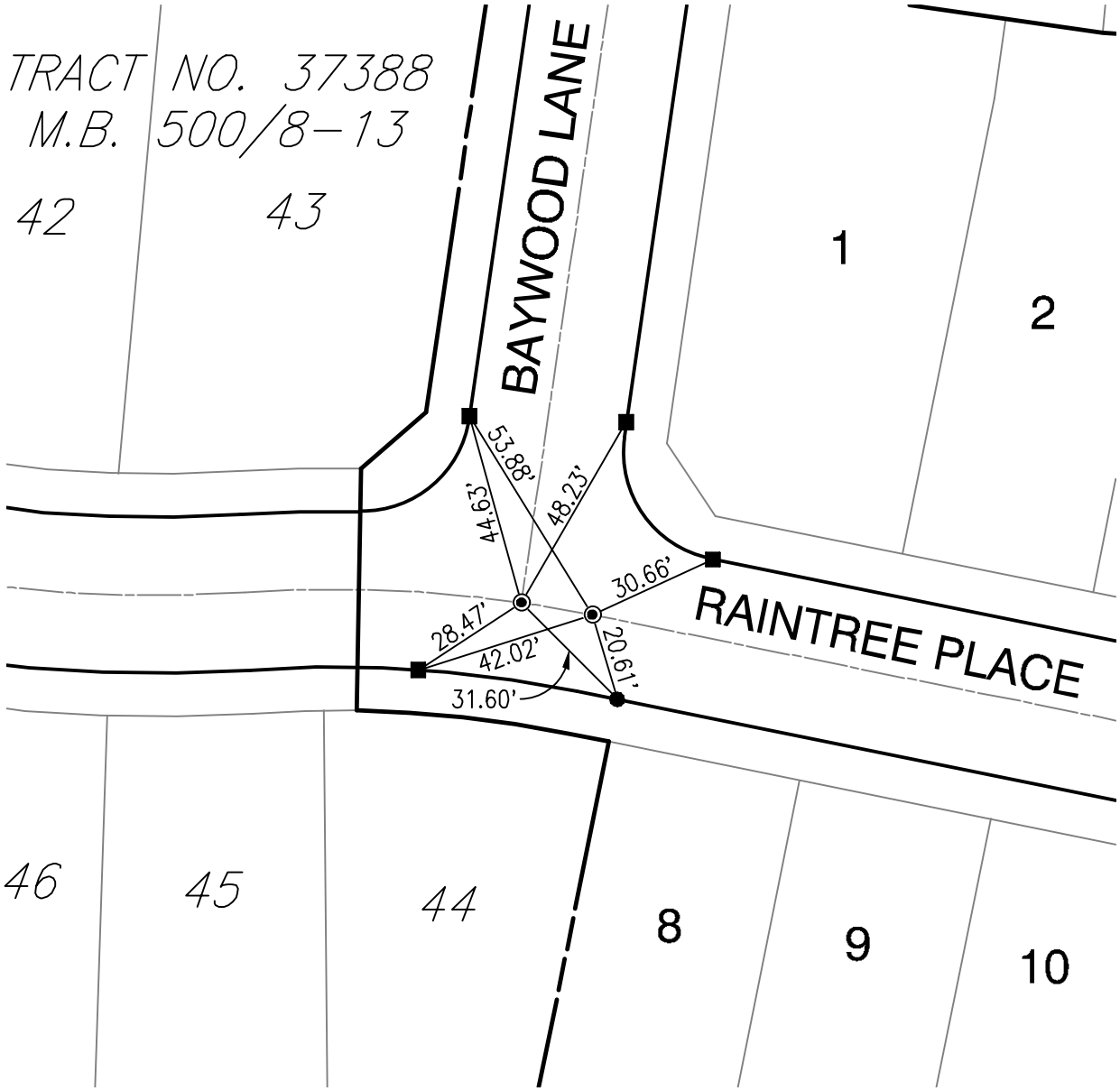

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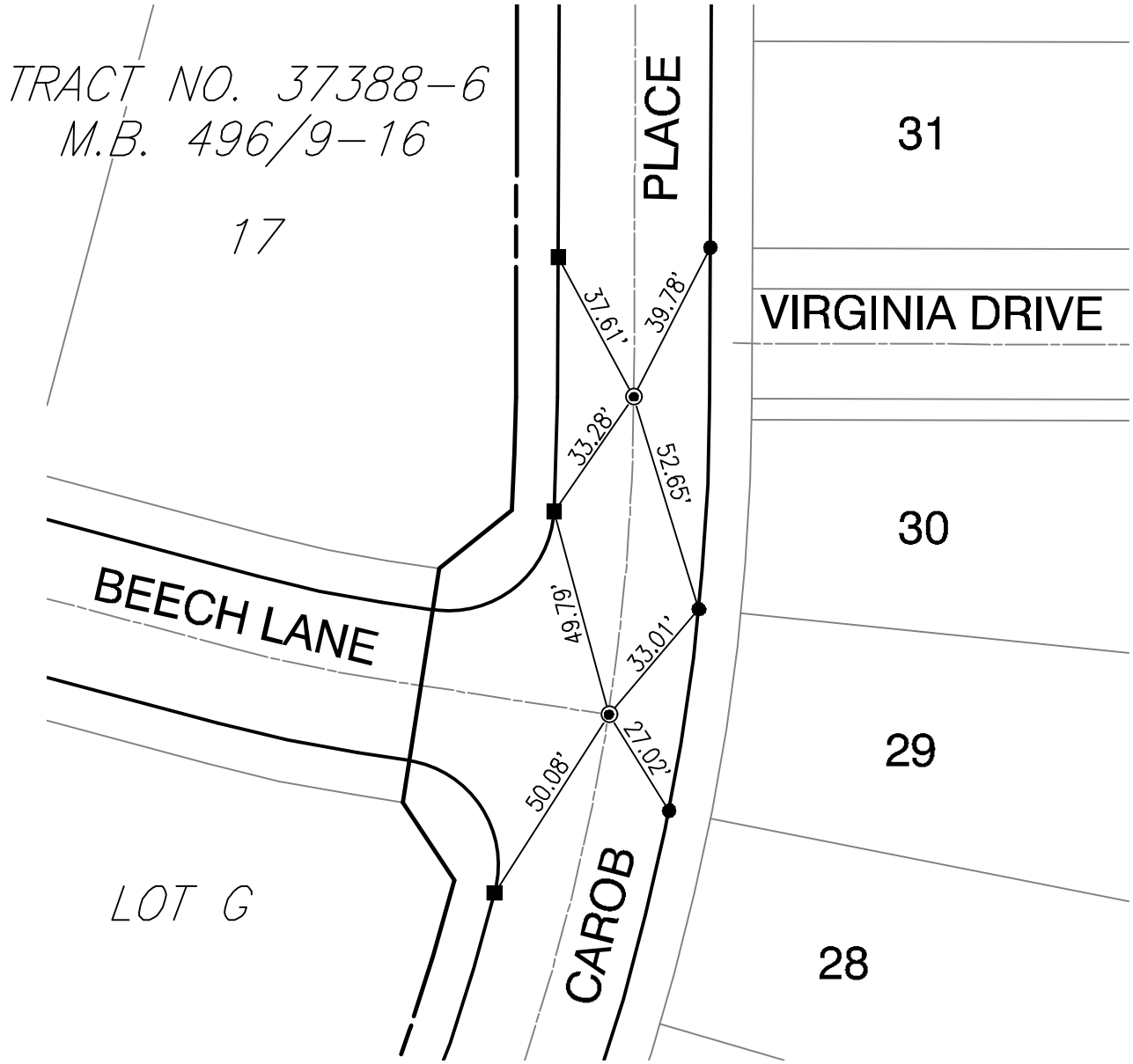

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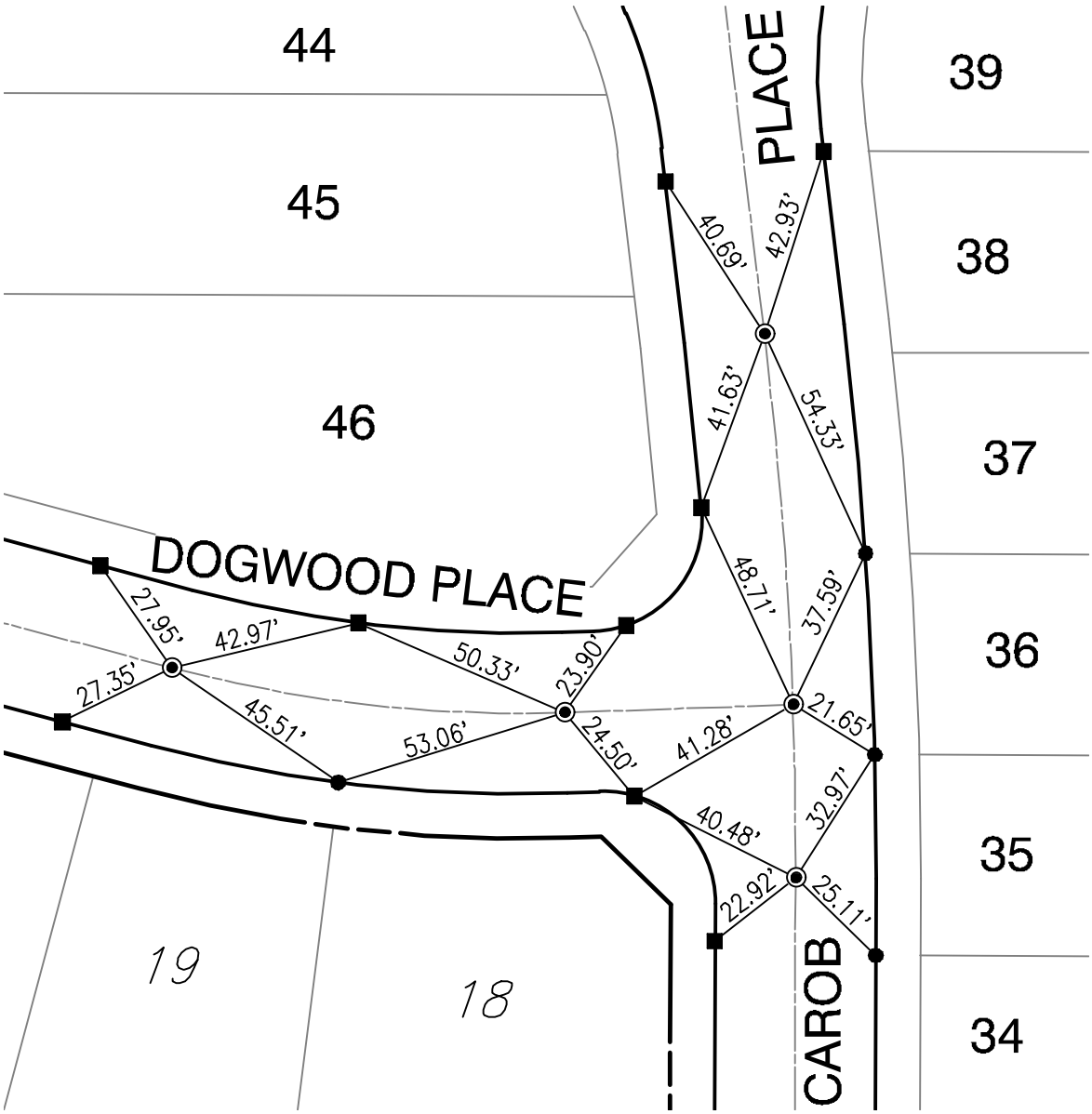

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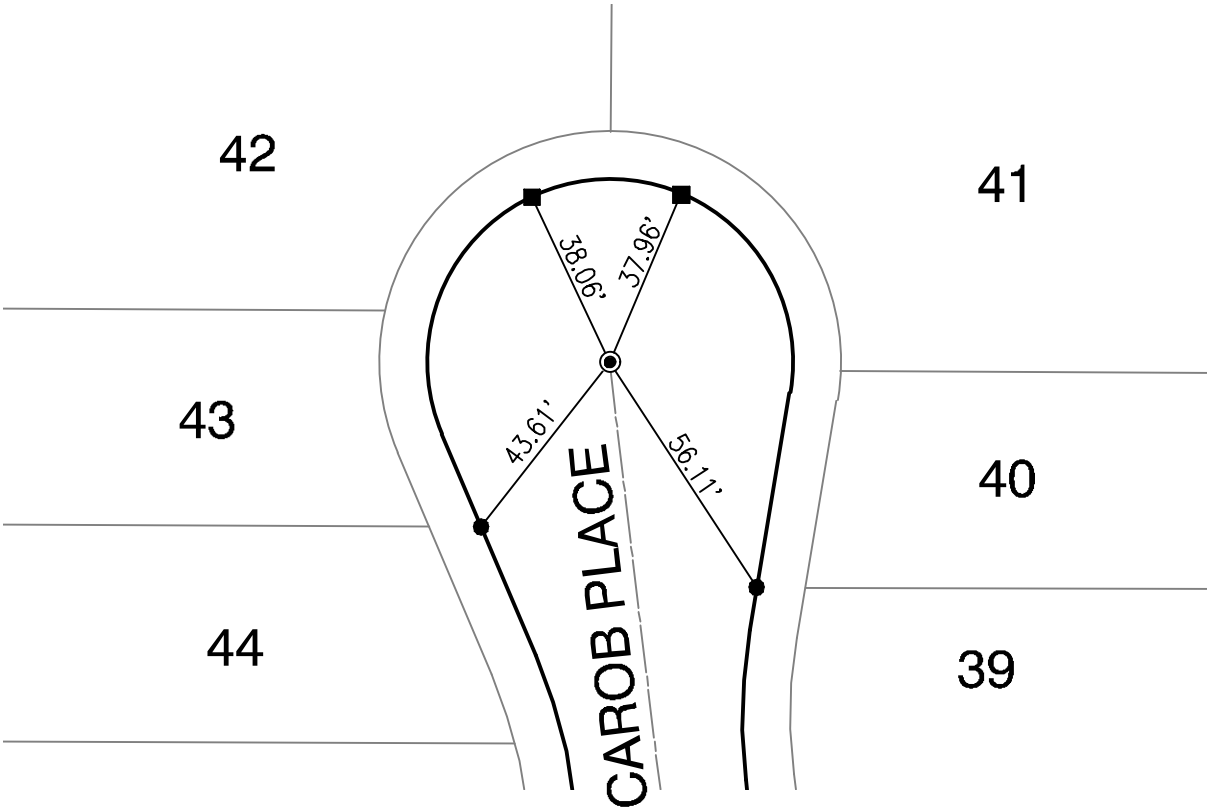

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Fred Lyn, Deputy Director of Electric**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-34, Approving the Professional Services Agreement with NewGen Strategies and Solutions, LLC in the amount of $90,000 for a three-year term to provide a rate review assessment and services to the Banning Electric Utility's electric rates.**

RECOMMENDATION:

Adopt Resolution 2026-34

BACKGROUND:

The City of Banning's Electric Utility ("Utility") entered into a professional services agreement with NewGen Strategies and Solutions, LLC ("NewGen") on Nov 12, 2024 (Resolution 2024-175). NewGen completed a Cost of Service Analysis and Rate Design Study for the City in the Fall of 2025 which provided the necessary information to calculate the appropriate electric rates that will ensure that the Utility's ongoing revenue requirements are met, therefore maintaining the Utility's long-term financial stability. NewGen developed a financial model for the electric enterprise which was utilized to complete the Cost of Service Analysis and Rate Design Study.

JUSTIFICATION:

Once the Utility has completed the Cost of Service Analysis and Rate Design Study ("Study"), it is prudent and best practice for an annual review comparing actual results to the original approved financial model. This assessment will include reviewing existing fund balances, billing determinants, and retail rate revenues collected to date compared to estimated projections developed from the 2025 Study. Additionally, NewGen will evaluate and update any projected annual estimates for the City's fund balances, billing determinants and retail revenues based on the data provided by the City and make any adjustments and/or recommendations accordingly. Staff is requesting a term of three (3) years.

FISCAL IMPACT:

If approved, the Professional Services Agreement with NewGen Strategies and Solutions, LLC will be for $30,000 per year for a 3-year period for a total not to exceed amount of $90,000. An appropriation in the amount of $30,000 will need to be transferred to Account No. 673-7000-473.33-11 (Professional Services for Fiscal Year 2025/2026.

ALTERNATIVES:

Do not approve Resolution 2026-34 and provide staff with alternate direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Exhibit A - PSA for NewGen Rate Review 2026.docx
2. Attachment A to Exhibit A - City of Banning_Rate Services Review - 2026_Proposal.pdf
3. Resolution 2026-34.docx

AGREEMENT FOR PROFESSIONAL SERVICES
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of the ____, 2026 by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and **NEWGEN STRATEGIES AND SOLUTIONS, LLC**, a Colorado limited liability company ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to engage Contractor to provide the following services: **Electric Utility Rate Review Services**; and

B. Contractor has made a proposal ("Proposal") to the City to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after **3 years** unless extended by the parties with the approval of the City Council of the City.

2. Services to be Performed. Contractor agrees to provide the services ("Services") as follows: Annual rate review and financial assessment in accordance with Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal.

Contractor designates Scott Burnham, as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City.

4. Compensation.

4.01 Contractor shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Contractor under this Agreement shall not exceed the amount of Thirty Thousand Dollars and Zero Cents ($30,000).

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall

either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein.

In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (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 conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

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

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $2,000,000 per occurrence and $4,000,000 in the aggregate; Contractor agrees to have its insurer

endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required __ /Not Required __; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. 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.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or 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.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City

as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the

shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1776 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

13.11 Covenant Against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 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 work or Services by Contractor 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.

13.13 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.

13.14 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 purpose of this Agreement.

13.15 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.

13.16 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.17 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The parties expressly adopt and confirm each electronic signature made by a party to this Agreement, regardless of whether delivered in person, by mail, courier, facsimile, email, or in portable document format (PDF), as if the same were manually signed and delivered in person. Each party agrees not to assert that any electronic signature is inadequate to bind such party to the same extent as if signed manually and delivered in person.

13.18 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument for all purposes of this Agreement.

13.19 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BANNING

By:_____

Print
Name: _____

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

CONTRACTOR:

NEWGEN STRATEGIES AND SOLUTIONS, LLC

By:_____

Print
Name: _____

Date: _____

EXHIBIT “A”
PROPOSAL

EXHIBIT “B”
CERTIFICATES OF INSURANCE

Docusign Envelope ID: 939DFE30-DF84-4104-9D15-2D09A7019F72

NewGen Strategies & Solutions

225 Union Boulevard
Suite 450
Lakewood, CO 80228
Phone: (720) 633-9514

December 12, 2025
via email

Art Vela
City Manager
City of Banning
99 East Ramsey Street
Banning, CA 92220

Subject: Electric Utility Rate Review Services – 2026

Dear Art:

We hope that all is well with you and your colleagues at the City of Banning (the City). As requested, NewGen Strategies and Solutions, LLC (NewGen) is pleased to submit our scope of services and price proposal to provide rate review services for the City and Banning Electric Utility (BEU). We appreciate the opportunity to continue supporting the City's commitment to financially sound utility operations and fair, well-supported retail rate structures.

The intent of the rate review services is to provide an independent assessment of the impact of the recent electric retail rate changes implemented by the City. This assessment will include reviewing existing fund balances, billing determinants, and retail rate revenues collected to date compared to estimated projects developed for the 2025 Electric Cost of Service (COS) and Rate Design Study (Study). Additionally, NewGen will evaluate and prepare projected annual estimates for the City's fund balances, billing determinants, and retail revenues based on the data provided by the City. This information will be combined with data provided by the City regarding its existing and projected operating expenses, existing and projected debt issues, changes in reserve balances, and other revenue-related data. NewGen will provide the City with revised financial projections that will include an assessment of how, or if, the City is projected to meet its applicable financial metrics (see Scope of Proposed Services in Attachment A).

NewGen will conduct this assessment on a time-and-materials basis with our existing hourly rates and reasonable travel-related expenses for a not-to-exceed estimated budget of $30,000.

As always, we appreciate the opportunity to continue to be of service to you and the City. If you have any questions regarding this letter or need additional information, please contact me directly at (720) 259-1762 or via email at sburnham@newgenstrategies.net.

Sincerely,
NewGen Strategies and Solutions, LLC

DocuSigned by:
B7FBFC962DA6432...
Scott Burnham
Partner

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Attachment A
Electric Utility Rate Review Services – 2026

Scope of Proposed Services

NewGen Strategies and Solutions, LLC (NewGen) will perform the following tasks as part of the Electric Utility Rate Review Services – 2026 (Services) for Banning Electric Utility (BEU):

- Review individual and collective reserve fund account balances to assess adequacy, targets, and trends.
- Analyze actual and projected billing determinants for retail rates by customer class.
- Evaluate actual and projected retail rate revenues by class, including consistency with system costs.
- Review operating expenses incurred to date and estimate expenses for the remainder of the year.
- Review capital improvement expenses incurred to date and estimate remaining fiscal year (FY) capital expenditures.
- Assess existing and projected debt issues, as applicable, and reflect debt impacts in long-range planning.
- Update long-range (for the five upcoming FYs) projections for reserves, revenues, and expenses, including an updated financial forecast analysis.
- Compare existing retail rates by class to the test year cost of service (COS) analysis to identify alignment or gaps.
- Develop recommendations for potential rate changes, as necessary, to support cost recovery and policy goals.
- Provide a letter report summarizing analysis, methodology, and findings, along with a presentation to City of Banning (City) staff and/or Council if requested.

Price Proposal

NewGen will conduct this assessment on a time-and-materials basis with our existing hourly rates and reasonable travel-related expenses for a not-to-exceed estimated budget of $30,000. Assistance provided to the City will be performed at the direction of the City staff. As services are requested and performed, NewGen proposes to invoice the City on a monthly basis for actual hours worked at our then-applicable hourly billing rates.

Docusign Envelope ID: 939DFE30-DF84-4104-9D15-2D09A7019F72

NewGen's hourly billing rates, effective January 1, 2026, through December 31, 2026, are as follows:

NewGen Strategies and Solutions, LLC
2026 Billing Rates

Position	Hourly Billing Rate
Partner	$305 – $455
Principal	$295 – $455
Senior Manager	$250 – $295
Manager	$220 – $250
Senior Consultant	$200 – $220
Consultant	$185 – $200
Administrative Services	$145

Note: Billing rates are subject to change based on annual reviews and salary increases.

RESOLUTION 2026-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC FOR THE ELECTRIC UTILITY RATE REVIEW SERVICES IN THE AMOUNT OF $90,000 FOR A 3-YEAR TERM

WHEREAS, the City of Banning owns and operates its own Municipal Electric Utility ("Utility"); and

WHEREAS, the Cost-of-Service Analysis and Rate Design Study ("Study") was performed and completed in October 2025; and

WHEREAS, it is fiscally prudent and best practice for the Utility to annually review actual results to the original financial model from the Study; and

WHEREAS, the Utility desires to engage NewGen Strategies and Solutions, LLC. to conduct the annual rate review based on their proven expertise and prior experience performing the City's Cost-of-Service Analysis and Rate Design Study in October 2025; and given their unique knowledge of the City's proprietary data and methodologies, as no other firm possesses the same level of insight and historical context necessary to ensure accuracy, consistency, and continuity in the review process; and

WHEREAS, the Professional Services Agreement with NewGen Strategies and Solutions, LLC will be for an annual amount of $30,000 per year for a total not to exceed amount of $90,000 for a three-year term.

WHEREAS, continuing with NewGen Strategies and Solutions, LLC through a sole source professional services agreement is in the best interest of the City to maintain integrity and avoid duplication of work, which would result in unnecessary additional costs and delays.

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 NewGen Strategies and Solutions, LLC for the Electric Utility Rate Review Services in an amount not to exceed $90,000 for a three-year term, attached hereto as Exhibit A.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Agreement with NewGen Strategies and Solutions, LLC on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or his 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 24th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-34, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of February 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Professional Services Agreement for Electric Rate Review Services

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Kenneth Louie,**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-36, Approving the City of Banning Interfund Advances or Loan Policy**

RECOMMENDATION:

Adopt Resolution 2026-36

BACKGROUND:

Interfund loans involve the lending of cash from one City fund to another for a specific purpose with a requirement for repayment. The practice of interfund loans is a common, recognized, necessary, and acceptable municipal finance practice. The purpose of the Interfund Loan Policy is to provide guidelines for the proper documentation and approval of interfund loans.

Interfund advances or loans may be made to offset timing differences in cash flow, offset timing differences between expenditures and reimbursements, typically associated with grant funding, providing funds for interim financing in conjunction with obtaining long-term financing, and for short-term borrowing in place of external financing.

The City Manager may initiate short-term interfund advancements or loans under one (1) year which shall be evidenced by a Loan Agreement. Long-term advancements or loans greater than one (1) year shall be evidenced by a Loan Agreement and City Council resolution approving the interfund advance or loan.

The Policy will improve accountability of cash being borrowed between funds and document the methods used by the City to demonstrate prudent financial management over interfund borrowing.

JUSTIFICATION:

Generally accepted account principles permit advances or loans between the funds that are used within a fund accounting framework. The Interfund Advances or Loan Policy ("Policy") is established to ensure that all interfund advances or loans are appropriately authorized, properly documented, and will not hinder the accomplishment of any function or project for which the lending fund was established.

The Policy is intended to apply uniformly and consistently to all funds within the City and to meet the City's financial control, budget authority, audit requirements, and applicable law.

FISCAL IMPACT:

None related to this report.

ALTERNATIVES:

1. Adopt Resolution 2026-36 as recommended.
2. Adopt Resolution 2026-36 with modifications.
3. Do not approve Resolution 2026-36 and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution.2026-36.docx
2. Interfund Loan Policy.docx

RESOLUTION 2026-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE CITY OF BANNING INTERFUND ADVANCES OR LOAN POLICY

WHEREAS, Interfund loans involve the lending of cash from one City fund to another for a specific purpose with a requirement for repayment; and

WHEREAS, the practice of interfund loans is a common, recognized, necessary, and acceptable municipal finance practice; and

WHEREAS, the purpose of the Interfund Loan Policy is to provide guidelines for the proper documentation and approval of interfund loans; and

WHEREAS, the Interfund Loan Policy will improve accountability for borrowing money between funds and documenting the methods used by the City to demonstrate prudent financial management over interfund borrowing; and

WHEREAS, the Interfund Loan Policy is intended to apply uniformly and consistently to all funds within the City and to meet the City's financial controls, budget authority, audit requirements, and applicable law.

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

SECTION 1. The City Council approves the City of Banning Interfund Advances or Loan Policy attached as Exhibit A to this resolution.

SECTION 2. 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 24th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-36, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of February 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

City of Banning Interfund Advances or Loan Policy

EXHIBIT A

City of Banning
Interfund Advances or Loan Policy

I. PURPOSE

The City of Banning ("City") Interfund Advances or Loan Policy ("Policy") sets forth the guidelines for the City Council to authorize interfund advances or loans, establishes administrative procedures for the implementation of interfund advances or loans, improves accountability of cash being borrowed between funds, and documents the methods used by the City to demonstrate prudent financial management over interfund borrowing.

The Policy requires City Council approval of interfund advances or loans, except for advances or loans as required for fiscal year-end Generally Accepted Accounting Principle (GAAP) presentation of the City's financial statements or short-term advances or loans of one (1) year or less.

II. POLICY

Generally Accepted Accounting Principles permit advances or loans between the funds that are used within a fund accounting framework. Interfund borrowing is a recognized, common, and necessary practice in municipal financing.

This Policy is established to ensure that all interfund advances or loans are appropriately authorized, properly documented, and will not hinder the accomplishment of any function or project for which the lending fund was established.

Interfund advances or loans may be made for the following reasons:

- To offset timing differences in cash flow
- To offset timing differences between expenditures and reimbursements, typically associated with grant funding.
- To provide funds for interim financing in conjunction with obtaining long-term financing.
- For short-term borrowing in place of external financing.

Interfund advancements or loans may not be used to solve ongoing Structural Budget deficit, must have an identified repayment source and date; include an interest component, paid on an annual basis, with a minimum investment rate at least equal to the Local Agency Investment Fund ("LAIF") rate the lending fund would have received had the advance or loan not occurred.

Short term advances or loans

The City Manager may initiate short term interfund advancements or loans under one (1) year which shall be evidenced by a Loan Agreement. The Loan Agreement shall include the following terms and conditions: the date of Loan Agreement; the amount of interfund advance or loan; the purpose of interfund advance or loan; the interest rate or rates on interfund advance or loan; the schedule of interfund advance or loan principal and interest payments (the interest payments will be calculated on an annual basis); the source of interfund advance or loan repayment by borrowing fund.

The City Manager must provide the City Council with the details of the interfund advancement or loan at the next available regular City Council meeting.

Long term advances or loans

Interfund advancements or loans greater than one (1) year shall be evidenced by a Loan Agreement and a City Council Resolution approving the interfund advance or loan. The Loan Agreement shall include the following terms and conditions: the date of Loan Agreement; the amount of interfund advance or loan; the purpose of interfund advance or loan; the interest rate or rates on interfund advance or loan; the schedule of interfund advance or loan principal and interest payments (the interest payments will be calculated on an annual basis); the source of interfund advance or loan repayment by borrowing fund. At no time will the term of the interfund advancement or loan exceed ten (10) years.

Interfund advances or loans will follow Generally Accepted Accounting Standards and will be included in the proposed and adopted budget and annual report, as applicable. The Annual Comprehensive Financial Report will also consistently include the loan term, rate of interest, and the interest amount due in its calculation of the total liability associated with the loan (the interest payment will be calculated on an annual basis).

If any provision of this Policy conflicts with applicable law, applicable law shall prevail.

III. DEFINITIONS

As used in this Policy, the following terms shall have the meanings specified below:

a. Interfund Advance or Loan - Interfund Advance or Loan means an advance or loan of cash from one City fund to another City fund, subject to future repayment of principal and interest (interest will be calculated on an annual basis); but it does not constitute an expenditure or a use of retained earnings, fund balance, or unappropriated surplus of the lending fund.

b. Loan Agreement - A Loan Agreement is a formal contract between the City lending fund and the borrowing fund. Loan Agreements shall specify all the details of the interfund advancement or loan, such as the principal amount, interest rate, amortization period, term, fees, payment terms, and any covenants.

c. Structural Budget Deficit - The structural budget represents the budgeted revenues and expenditures, and a deficit occurs when expenditures exceed revenues.

IV. PROCESS

This Policy is intended to apply uniformly and consistently to all funds within the City and to meet the City's financial control, budget authority, and audit requirements as well as applicable law.

1. An analysis of the financial condition of each fund involved in the interfund advance or loan process prior to approval is to be completed, including a review of cash positions, revenues, expenditures, assets, liabilities, and potential sources of revenue. The analysis will determine the funds' ability to pay obligations such as ongoing operations, principal and interest payments for existing long-term debt, and agreements or contracts with third parties. To the extent possible, only funds with an ability to meet all expenditure and debt obligations will be included in an interfund advance or loan.

2. The lending fund's analysis of financial condition must also demonstrate that the lending fund fully covers its bond reserves ratios, if any; cash in excess of this amount can be made available for the interfund advance or loan process.

3. If the determination has been made to establish an interfund advancement or loan, the Finance Director (FD) will report to the City Manager the need for the advance or loan. The City Manager upon accepting the report will request the FD to prepare the necessary documents for the City Manager, if the interfund advance or loan is short-term, or to prepare the necessary City Council documents including the Loan Agreement. The documents will have the following information:

- ✓ the purpose for which the advance or loan is being made.
- ✓ the identification of both the lending and borrowing fund, or funds.
- ✓ the dollar amount of the advance or loan.
- ✓ the maturity date on which all principal together with all accrued and unpaid interest will be due and payable.
- ✓ the applicable interest rate.
- ✓ the financial plan for repayment

Attached: Loan Document

INTERFUND LOAN AGREEMENT

This Loan Agreement **("Agreement")** is executed as of (Month Date, Year,) between the City of Banning _____ Fund **("Borrower")** and the City of Banning _____ Fund **("Lender").** Lender agrees to lend to Borrower, and Borrower agrees to repay Lender an amount not to exceed the Principal Amount and interest accrued on the unpaid loan balance, in accordance with the following:

1. Purpose of the Loan: To provide funds for use by Borrower or its designee, to enhance Borrower's cash position. The loan shall account for borrowing between the _____ Fund, Fund No.____ and the _____ Fund, Fund No. ____ and shall not be available for appropriation or be considered revenue to the Borrower.

2. Principal Loan Amount: $ _____. The loan will be recorded as receivable to the Lender and payable to the Borrower.

3. Term of the Loan: The term of this loan shall begin on __, and the outstanding balance is to be repaid by _____.

4. Scheduled Payments: Borrower shall make payments no less than annually. Such payments are due within thirty (30) days following the final closing of the Borrower's Financial Books for each fiscal year. At a minimum, annual Scheduled Payments shall equal the amount of any accrued interest through June 30th of that fiscal year. The loan may be prepaid, or paid prior to the end of the term, in part or whole without penalty. See Exhibit A - Repayment Schedule.

5. Repayment Source: The repayment source shall be from ____Fund. Missed scheduled payments shall be reported by the Finance Department to the City Manager and the City Council.

6. Rate of Interest: Interest shall accrue and will be paid annually on June 30 on the outstanding loan balance at the variable rates based on the City of Banning's interest bearing LAIF account, currently at XXX% for fiscal year_____ Loan interest will be recorded as revenue to the Lender and expenditure to the Borrower.

7. General Provisions: This Agreement constitutes the full Agreement by and between the Borrowing Fund and Lending Fund and no other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been reduced to writing and executed by both parties.

LENDER: **City of Banning,**

Fund Name: _____ Fund, No. _____

BORROWER: **City of Banning**

Fund Name: _____ Fund, No. _____

By: _____

City Manager

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Lisa Rossi, Human Resources Director**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-37, Amending the Classification and Compensation Plan, Classification Change (Civil Engineer Series)**

RECOMMENDATION:

Adopt Resolution 2026-37

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:

Public Works Department – Engineering Division

Currently the Assistant Civil Engineer (Job Code 4325) position Grade T63, Associate Civil Engineer (Job Code 4322) position Grade T79 and Senior Civil Engineer (Job Code 4350) position Grade T86 are listed as individual job classifications. These positions have been difficult to recruit individually. Staff would like to change these positions to a three-tiered job classification. By changing to a tiered job classification system, this provides a structured way to manage compensation and career progression, ensure employees in similar roles receive equitable pay while still recognizing different levels of skill and responsibility.

FISCAL IMPACT:

Public Works Department – Engineering Division

Position / Range	Current Salary Range
Assistant Civil Engineer / T63	$ $68,515.36 - $92,692.89

Associate Civil Engineer / T79	$ 101,711.08 - $137,602.63
Senior Civil Engineer / T86	$120,901.72 - $163,565.22
Total Annual Fiscal Impact	$0

ALTERNATIVES:

Do not adopt Resolution 2026-37 and provide alternative direction to staff.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Resolution 2026-37.docx
2. Staff Engineer-Assistant.Associate.Senior.pdf

RESOLUTION 2026-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING TO CHANGE THE POSITION CLASSIFICATION FOR THREE CIVIL ENGINEER POSITIONS

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, staff would like to change the Assistant Civil Engineer, Associate Civil Engineer and the Senior Civil Engineer positions to a three-tiered job classification. This will provide a better opportunity to hire qualified individuals for one of the three tiers; 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 changing the Assistant Civil Engineer, Associate Civil Engineer and the Senior Civil Engineer positions to a three-tiered job classification for Fiscal Year 2025-26.

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 24th day of February, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney LLP

CERTIFICATION:

I, _____, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-37, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of February, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Sandra Calderon, Deputy City Clerk
City of Banning, California

Exhibit A
Staff Civil Engineer Job Description

JOB DESCRIPTION

TITLE: Staff Civil Engineer (Assistant/Associate/Senior)	**JOB CODE:** 4322/4325/4350
DEPARTMENT: Public Works	**FLSA STATUS:** VARIES
REPORTS TO: PUBLIC WORKS DIRECTOR/DEPUTY PUBLIC WORK DIRECTOR	**UNION STATUS:** Represented
SUPERVISES: n/a	**EFFECTIVE DATE:** 7/01/2019
SALARY: ASSISTANT - T63 $68,515.36 - $92,692.89 ASSOCIATE - T79 $101,711.08 - $137,602.63 SENIOR - T86 $120,901.72 - $163,565.22	**REVISED DATE:** 02/24/2026

JOB PURPOSE/SUMMARY

This is a multi-level series which includes Assistant, Associate, and Senior Engineer positions. Working under general direction of the Public Works Director, Deputy Public Works Director and/or the City Engineer. These positions perform professional, paraprofessional, and technical engineering work and related duties in support of the Land Development and Capital Improvement Projects, and related work as assigned and required.

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.
- **Management:** Able to independently assess and organize personal work performance while contributing to the overall 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.

DISTINGUISHING CHARACTERISTICS

The Assistant Engineer is an entry-level non-exempt, classification in the Engineer series. Initially performing tasks under general supervision while learning job tasks. The Assistant Engineer is distinguished from the higher-level classifications by the performance of less than the full range of duties assigned to the Associate Engineer.

The Associate Engineer is an experienced journey-level exempt, classification in the series, expected to independently perform the full scope of duties associated with the performance of technical engineering activities. The Associate Engineer is distinguished from the Senior Engineer in that the Senior Engineer is responsible for the performance and professional engineering work, including project management.

The Senior Engineer is a fully qualified professional exempt, classification, and includes supervisory responsibilities of engineering staff in conjunction with the City Engineer.

Under general supervision, performs a variety of professional engineering field and office work which may include basic design, specification and inspection of construction projects for sewers, streets, structures, parks and related public works projects; performs related work as assigned.

ESSENTIAL FUNCTIONS

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Designs and prepares drawings and engineering specifications for public works construction projects, including water, wastewater, drainage, traffic and street projects.
- Reviews plans and specifications submitted by developers and contractors for conformance with City requirements.
- Make general engineering and plan checking calculations for public works projects
- Prepares quantity and cost estimates for construction projects
- Checks field data and survey party notes and assists in transferring data to maps and other required records
- Reviews and writes legal descriptions for properties
- Reviews plans submitted by developers, contractors or the public and issues required permits
- Acts as project engineer on limited design and construction contracts, including preparing progress reports and recommending progress payments and change orders, as necessary.
- Performs more complex construction inspections on site to confirm contractual compliance to engineering and construction standards
- Performs field observations and reporting duties as required.
- Performs studies related to traffic engineering activities, including making traffic counts and maintaining collision records.
- Reviews plans and applications for conformance to applicable codes, regulations, and ordinances.
- Maintains records of city owned assets
- Utilize permit management software to review and communicate department requirements to applicants
- Collaborates with multiple departments on private development and capital improvement projects

Associate Engineer – Items listed above, plus;

- Prepares and reviews project schedules and cost estimates
- Provide public access to department records
- Assist the public regarding the City's policies and procedures
- Utilize asset management software to review and evaluate capital projects
- Utilize permit management software to analyze permit data, review and communicate department requirements to applicants, and recommend process improvements

Senior Engineer – Items listed above, plus;

- Direct usage of asset management software to implement City goals and required reporting
- Utilize permit management software and department lead, train staff, and provide oversight to ensure appropriate usage and application
- Manage the work of consultants and contractors through the development of project requirements including project strategies, budget, schedule, land acquisitions, permitting requirements and compliance with City policies, procedures, design and construction standards, regulations, and codes.
- Request, evaluate, negotiate, and manage consultant proposals, sets project schedules, design review elements, agency coordination, owner reviews, regulatory agency compliance, budgeting considerations in accordance with appropriate engineering standards.
- Example duties and projects include;
    - Preparation of Conditions of Approval
    - Plan check of improvement plans
    - Presentations to Planning Commission and other City boards and commissions
    - Direct meetings with development
    - Represent the City at construction meetings

KNOWLEDGE OF:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of research methods and procedures.
- Knowledge of engineering principles and methods.
- Knowledge of tends and practices in public improvement projects.

Associate Engineer – Items listed above, plus:

- Civil engineering principals and practices relating to design and construction
- Municipal, state, and federal codes relating to design and construction
- Analyze problems, identify alternatives, and negotiate effective solutions
- Bookkeeping and/or accounting principles
- Principals and practices of project management
- External customer service
- Basic contract law, bond, and insurance requirements

Senior Engineer – Items listed above, plus

- Knowledge of management and/or supervision principles
- Principals and practices of process improvement
- Principals and practices of conflict resolution
- Municipal administration practices and procedures
- Current supervision and evaluation techniques
- Standard Specifications for Public Works Construction
- Public contracting policies and practices

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 maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Operate a personal computer utilizing a variety of software applications
- Assess, analyze, identify, and implement solutions to complex problems

- Work within a fact paced environment and provide rapid responses to problems/concerns
- Multi-task and be flexible to changing requirements
- Work in a safe manner and report unsafe activity and conditions

Associate Engineer – Items listed above, plus:

- Apply principals and practices of civil engineering to internal and external design and construction projects
- Prepare appropriate reports and studies relative to the assigned area of responsibility that adhere to codes, laws, regulations, and guidelines relating to the engineering activity
- Identify, communicate, and negotiate the resolution of complex engineering issues
- Adapt to diverse and changing customer needs
- Maintain attention to detail and produce high quality deliverables
- Coordinate multiple projects
- Communicate both orally and written, clearly and effectively, engineering requirements and process to City staff, development clients, and the general public
- Prepare oral and written reports for presentation to executive management and elected/appointed bodies
- Assist in the preparation of Scope of Work for necessary services
- Issue encroachment permits for construction work in the City's right of way
- Maintain plats and records relating to streets, drainage, utilities
- Maintain records of city owned assets as assigned (streets, drainage, facilities, utilities)

Senior Engineer – Items listed above, plus:

- Lead, supervise, plan, coordinate, and manage engineering staff
- Coordinate discrepancies and resolve problem situations with outside parties
- Oversee land and easement acquisitions processes
- Supervise the preparation and maintenance of maps and records
- Supervise the preparation of improvements agreements and improvement bonds
- Review and recommend approval of all subdivision maps, engineering improvement plans, and technical studies to the City Engineer
- Meet and confer with developers, contractors, engineers, and the general public relative to City policies, regulations, and engineering standards and procedures.
- Interpret, apply, and recommend revisions as appropriate for relevant codes, ordinances, rules, and regulations.
- Manage and review plans and inspections for public infrastructure improvements, public and private
- Administer department operations and maintenance contracts, such as 3rd party plan review and inspections and track affiliated costs
- Provide comprehensive oversight and documentation
- Develop and implement policies and procedures to expedite the development review process
- Provide input on the preparation and administration of the departments budget
- Prepare Scope of Work and Requests for Proposals for necessary services
- Serve as staff to a variety of City and outside boards, commissions, councils, and committees
- Supervise, train, and evaluate assigned staff

MINIMUM QUALIFICATIONS

Assistant Engineer

- Bachelor's degree from an accredited four-year university with major coursework in Civil Engineering or closely related engineering field

Associate Engineer

- Bachelor's degree from an accredited four-year university with major coursework in Civil Engineering or closely related engineering field
- Engineer-In-Training Certificate
- Four (4) years of full-time professional level experience in a civil engineering field
- Two (2) years' experience in project management of civil engineering work

Senior Engineer

- Bachelor's degree from an accredited four-year university with major coursework in Civil Engineering or closely related engineering field
- Valid Civil Engineering Professional licensure in the State of California
- Five (5) years' full time professional level experience in a civil engineering field
- Two (2) years' experience in project management of civil engineering work
- Two (2) years' in a supervisory role or in responsible charge overseeing and reviewing engineering work prepared by others

Any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job may be substituted for evaluation at the discretion of the City Manager.

DESIRABLE QUALIFICATIONS

Assistant Engineer

- Engineer-In-Training certificate

Associate Engineer

- Two (2) years' experience in public sector setting

Senior Engineer

- Five (5) years' experience in a public sector setting
- Two (2) years acting in responsible charge for engineering services

ADDITIONAL REQUIREMENTS

- Valid California drivers' licenses at time of hire
- APWA, ASCE, or other professional organization registration and participation in continuing education and certification programs
- May be required to work outside the traditional work schedule
- May be subject to call out in certain cases

PHYSICAL AND ENVIRONMENTAL WORKING CONDITIONS

Work is primarily performed in an office environment which is busy, oriented to public service, and subject to occasional work interruptions. Noise level in the work environment is usually moderately loud. Occasional attendance at meeting before and after regular work hours is required.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is frequently required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. May be exposed to extreme weather conditions, potential physical harm, infectious diseases, hazardous chemicals and/or dangerous machinery.

The employee must regularly lift and/or move up to ten (10) pounds, and occasionally 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:	**Art Vela, Interim City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Nathan Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-38, Approving Amendment No. 1 to the Professional Services Agreement with UltraSystems Environmental, Inc. for an Additional Amount of $230,770 for Construction Environmental Monitoring Services Related to the Sun Lakes Boulevard Extension Project**

RECOMMENDATION:

Adopt Resolution 2026-38

BACKGROUND:

The Sun Lakes Boulevard Extension is a critical infrastructure project that will construct a new 1-mile roadway segment, providing a vital east-west connection between Highland Home Road and Sunset Avenue. The project is designed to improve traffic circulation, reduce congestion on parallel routes, and support planned community development.

On January 27, 2026, City Council adopted Resolution No. 2026-18, awarding a Professional Services Agreement to UltraSystems Environmental, Inc. (UltraSystems) for Construction Environmental Monitoring Services for the Sun Lakes Boulevard Extension Project in the amount of $381,900.

Since the award of the contract, staff and UltraSystems have identified additional, non-discretionary permitting and regulatory compliance requirements that were not within the original scope of the environmental monitoring services agreement. While the original scope focused on field monitoring during construction (i.e., biological resources, nesting birds, and paleontological resources), the concurrent administration and compliance documentation for three specific state and federal permits require dedicated technical expertise.

These permits, administered by the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB), carry strict reporting requirements, and failure to comply could result in substantial fines, project shutdowns, or legal liability. The City is legally bound to fulfill these requirements under the California Environmental Quality Act (CEQA) Mitigation Monitoring and Reporting Program (MMRP) and the terms of the permits themselves.

JUSTIFICATION:

To ensure full regulatory compliance and avoid project delays, staff recommend approving Amendment No. 1 to the Professional Services Agreement with UltraSystems. This amendment will fund additional services related to the following permits, which are outside the current scope of work:

- **Incidental Take Permit (ITP) Compliance (CDFW)**: Preparation of monthly and annual compliance reports, monitoring of avoidance and minimization measures specific to covered species, and coordination with CDFW regarding potential take events.
- **Streambed Alteration Agreement Compliance (CDFW):** Documentation of impacts to riparian habitat and streambeds, as-built surveying of temporary vs. permanent impacts, and preparation of the final compliance report required to close out the permit.
- **Waste Discharge Requirements / Dredge or Fill Discharge Permit Compliance (RWQCB):** Preparation and submittal of weekly construction site monitoring reports, stormwater compliance documentation, water quality sampling, and final site closure certification to satisfy Order R7-2025-0014 requirements.

These tasks are highly technical, time-sensitive, and were originally assumed to be covered under the City's general construction management or prime design contracts; however, those existing agreements do not include the specialized regulatory expertise required. UltraSystems, as the City's appointed environmental monitor, is uniquely positioned to perform this work efficiently without requiring a new procurement process, avoiding mobilization delays and ensuring continuity of documentation.

Staff has reviewed the proposed scope and fee of $230,770 and finds it to be fair, reasonable, and in the best interest of the City of Banning. This change order brings the total "Not-to-Exceed" contract value to $650,860.

FISCAL IMPACT:

Staff recommends approving Amendment No.1 to the Professional Services Agreement with UltraSystems Environmental Inc. for an additional amount of $230,770.

The project costs remain eligible for reimbursement through previously awarded grant funding. As noted in the original Resolution 2026-18, the Transportation Uniform Mitigation Fee (TUMF) funds administered by the Western Riverside Council of Governments (WRCOG) and Measure A Regional Arterial (MARA) funds administered by the Riverside County Transportation Commission (RCTC) total $33,500,000 in eligible reimbursements for design, construction, environmental monitoring, utilities relocation, and environmental permitting. Staff confirms that these additional permit compliance services qualify as eligible environmental permitting costs.

An appropriation from Measure A Fund in the amount of $230,770 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No.1 to the Professional Services Agreement with UltraSystems Environmental, Inc. for Environmental Monitoring Services for the Sun Lakes Boulevard Extension Project. City staff will submit monthly reimbursement invoices to RCTC and WRCOG.

ALTERNATIVES:

Do not approve Resolution 2026-38 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2026-38.docx
2. Resolution No. 2026-18.pdf
3. Incidental Take Permit Approval.pdf
4. Streambed Alteration Agreement.pdf
5. Waste Discharge Dredge or Fill Order.pdf

6. UltraSystems Change Order.pdf

RESOLUTION 2026-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ULTRASYSTEMS ENVIRONMENTAL, INC. FOR AN ADDITIONAL AMOUNT OF $230,770 FOR CONSTRUCTION ENVIRONMENTAL MONITORING SERVICES RELATED TO THE SUN LAKES BOULEVARD EXTENSION PROJECT.

WHEREAS, the Sun Lakes Boulevard Extension Project is a critical infrastructure project that will construct a new 1-mile roadway segment between Highland Home Road and Sunset Avenue to improve traffic circulation, reduce congestion, and support planned community development; and

WHEREAS, on January 27, 2026, the City Council adopted Resolution No. 2026-18 awarding a Professional Services Agreement to UltraSystems Environmental, Inc. for Construction Environmental Monitoring Services for the Sun Lakes Boulevard Extension Project in the amount of $381,900; and

WHEREAS, since the award of the contract, staff and UltraSystems have identified additional, non-discretionary permitting and regulatory compliance requirements that were not within the original scope of the environmental monitoring services agreement; and

WHEREAS, while the original scope focused on field monitoring during construction (i.e., biological resources, nesting birds, and paleontological resources), the concurrent administration and compliance documentation for three specific state and federal permits require dedicated technical expertise; and

WHEREAS, the Project requires compliance with state and federal regulatory permits, including but not limited to an Incidental Take Permit (ITP) issued by the California Department of Fish and Wildlife (CDFW), Streambed Alteration Agreement issued by CDFW, and Waste Discharge Requirements / Dredge or Fill Discharge Permit issued by the Regional Water Quality Control Board (RWQCB); and

WHEREAS, the permits carry strict reporting requirements, and failure to comply could result in substantial fines, project shutdowns, or legal liability and the City is legally bound to fulfill these requirements under the California Environmental Quality Act (CEQA) Mitigation Monitoring and Reporting Program (MMRP) and the terms of the permits themselves; and

WHEREAS, these tasks are highly technical, time-sensitive, and were originally assumed to be covered under the City's general construction management or prime design contracts; however, those existing agreements do not include the specialized regulatory expertise required; and

WHEREAS, UltraSystems, as the City's appointed environmental monitor, is uniquely positioned to perform this work efficiently without requiring a new procurement process, avoiding mobilization delays and ensuring continuity of documentation; and

WHEREAS, staff has reviewed the proposed scope of work and fee and finds it to be fair, reasonable, and in the best interest of the City of Banning and this change order brings the total "Not-to-Exceed" contract value to $650,860; and

WHEREAS, the additional services are eligible for reimbursement through the Transportation Uniform Mitigation Fee (TUMF) funds administered by the Western Riverside Council of Governments (WRCOG) and Measure A Regional Arterial (MARA) funds administered by the Riverside County Transportation Commission (RCTC) in the amount of $33,500,000; and

WHEREAS, an appropriation from Measure A Fund in the amount of $230,770 to Account No. 101-4900-431.93-16 is necessary to fund Environmental Monitoring Services for the Sun Lakes Boulevard Extension Project and City staff will submit monthly reimbursement invoices to RCTC and WRCOG.

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

SECTION 1. The City Council approves Amendment No.1 to the Professional Services Agreement with UltraSystems Environmental, Inc. for an additional amount of $230,770 for construction environmental monitoring services related to the construction of the Sun Lakes Boulevard Extension Project**.**

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute Amendment No.1 to the Professional Services Agreement with UltraSystems Environmental, Inc.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and execute Amendment No.1 to the Professional Services Agreement with UltraSystems Environmental, 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 24th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-38, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of February 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Amendment No.1 Professional Services Agreement with UltraSystems Environmental, Inc.

RESOLUTION 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR PROJECT NO. 2020-04 SUN LAKES BOULEVARD EXTENSION PROJECT FOR ENVIRONMENTAL MONITORING SERVICES, TO ULTRASYSTEMS ENVIRONMENTAL, INC. IN THE AMOUNT OF $381,900 AND APPROVING A 10% CONTINGENCY FOR A TOTAL BUDGET OF "NOT-TO-EXCEED" $420,090.

WHEREAS, the Sun Lakes Boulevard Extension is a critical infrastructure project that will construct a new 1-mile roadway segment, providing a vital east-west connection between Highland Home Road and Sunset Avenue. The project is designed to improve traffic circulation, reduce congestion on parallel routes, and support planned community development; and

WHEREAS, on April 14, 2020, City Council approved Resolution No. 2020-48 for Professional Services Agreement with WEBB for the design and environmental impact studies of the Sun Lakes Boulevard Extension Project in the amount of $548,416.05. The Agreement was subsequently amended five (5) times resulting in a total design cost of $1,364,706.66; and

WHEREAS, the construction of this project, while essential, will create environmental impacts that have been carefully analyzed and mitigated through the California Environmental Quality Act (CEQA) process performed by WEBB; and

WHEREAS, the project necessitates the services of a qualified environmental monitoring team to ensure that all work aligns with the mandated Mitigation Monitoring and Reporting Program (MMRP), meets state and federal regulatory standards, and fulfills all obligations for environmentally sensitive resources of this project; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project with subsequent two amendments increasing the grant agreement to a total of $20,000,000; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project; and

WHEREAS, on November 5, 2025, staff released a Request for Proposals (RFP) for Sun Lakes Boulevard Extension Project Construction Environmental Monitoring Services on the City's public bidding platform; and

WHEREAS, on December 15, 2025, in response to the RFP, nine (9) proposals were received ranging in score from 90.33 to 76; and

WHEREAS, the scope of work will include project management, general monitoring program, Crotch's Bumble Bee monitoring, vegetation clearance and pre-construction nesting bird, monitoring and inadvertent discovery and fossil discovery; and

WHEREAS, the retention of a qualified environmental monitoring consultant is a fundamental and non-discretionary component of responsible project delivery for the Sun Lakes Boulevard Extension project and it will ensure that we meet our legal obligations, protect the environment, manage financial and schedule risks, and fulfill the commitments made to our community and regulatory partners during the environmental review process; and

WHEREAS, staff recommends awarding a Professional Services Agreement to UltraSystems Environmental Inc. in the amount of $381,900 and approving a 10% contingency in the amount of $381,900 for a total "not-to-exceed" project budget of $ 420,090; and

WHEREAS, the project costs are eligible and expected to be fully reimbursed through TUMF Funds administered by WRCOG and MARA funds administered by RCTC. Both grants will provide funding totaling $33,500,000 which will include design, construction, environmental monitoring, utilities relocation and environmental permitting; and

WHEREAS, the project shall be funded through Measure "A" Account No. 101-4900-431.93-16 and City staff will submit monthly reimbursement invoices to RCTC and WRCOG.

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 UltraSystems Environmental, Inc. in the amount of $381,900 and approving a 10% contingency for a total budget of "not-to-exceed" $420,090 for the environmental monitoring services during the construction of Sun Lakes Boulevard Extension Project.

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute the Professional Services Agreement with UltraSystems Environmental, Inc.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and execute the Professional Services Agreement with UltraSystems Environmental, 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 27th day of January 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-18, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of January 2026 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Professional Services Agreement with UltraSystems Environmental, Inc.

PRICE PROPOSAL FOR THE SUN LAKES BLVD. EXTENSION ENVIRONMENTAL MONITORING SERVICES

PRESENTED TO:

CITY OF BANNING, PUBLIC WORKS DEPARTMENT
99 E. RAMSEY STREET
BANNING, CA 92220

PREPARED BY:

ULTRASYSTEMS ENVIRONMENTAL, INC.
16431 SCIENTIFIC WAY
IRVINE, CA 92618

UEI NO. 251106

TABLE OF CONTENTS

1.0 PRICE PROPOSAL 2

1.0 PRICE PROPOSAL

The following table provides a summary of our proposed fees. **Table 1.0-2** includes UltraSystems 2026 Rate Schedule.

Table 1.0-1
PROPOSED FEES

1.0	**Project Management**	
1.1	Kick-off Meeting (One)	$560
1.2	Progress Meetings (10)	$5,670
1.3	Invoicing (Monthly)	$0
	Subtotal	**$6,230**
2.0	**General Monitoring Protocol – see below for Arch and Paelo**	
2.1	Review of applicable biological and cultural resources reports	$1,770
2.2	Monitoring all ground disturbing activities	$0
2.3	Conduct Daily pre-construction meetings	$8,550
2.4	Prepare Daily logs including pictures	$8,690
	Subtotal	**$19,010**
3.0	**Crotch Bumble Bee Monitoring – up to 40 hrs.**	
3.1	Monitor construction activities	$8,090
3.2	Ensure compliance with MMRP	$0
3.3	Verify implementation of buffer zones and seasonal work restrictions	$0
3.4	Halt work if CBB or active nest is observed	$690
	Subtotal	**$8,090**
4.0	**Vegetation Clearance and Pre-Construction Nesting Bird**	
4.1	Monitor vegetation clearing activities	$19,930
4.2	Establish Protective buffer and halt work	$3,910
	Subtotal	**$19,930**
5.0	**Monitoring and Inadvertent Discovery – Arch Monitoring 180 days**	
5.1	Implement and enforce an Inadvertent Discovery Plan	$154,440
5.2	Authority to stop work in the immediate discovery area	$0
5.3	Immediately notify the City, the designate Cultural Resources Lead	$0
5.4	Maintain daily logs and assist in preparing incident reports	$3,800
	Subtotal	**$158,240**
6.0	**Fossil Discovery – Paleo Monitoring – 180 days**	
6.1	Inspection of excavated soil and bedrock	$154,440
6.2	Halt excavation in immediate vicinity to evaluate find	$0
6.3	Responsible for in-field salvage, stabilization and proper curation	$0
6.4	Prepare daily monitoring reports and Final Paleontological Mitigation Report	$15,960
	Subtotal	**$170,400**
	TOTAL COST	**$381,900**

Table 1.0 -2 ULTRASYSTEMS STANDARD RATE SCHEDULE – Yr. 2026

PROFESSIONAL STAFF	Hourly	HOURLY
Principal		$210
Director		$210
Senior Project Manager		$205
Project Manager		$200
Senior Principal Engineer		$200
Senior Scientist/Engineer		$194
Scientist/Engineer		$189
Staff Scientist/Engineer		$184
Senior Planner		$179
Associate Planner		$173
Planner/Environmental Analyst		$168
Senior Biologist II		$179
Senior Biologist I		$173
Staff Biologist II		$168
Staff Biologist I		$163
Associate Biologist		$158
Cultural Specialist		$173
Archaeologist		$168
Cultural Monitor		$137
Senior GIS Analyst		$173
GIS Technician		$168
Word Processor		$137
Intern		$105
FIELD EQUIPMENT	**Daily**	**Weekly**
Excavation Screen	$5	$21
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	$15	$63
Garmin GPS (non-Trimble)	$5	$21
iPad Data Tablet	$25	$105
Kestrel Anemometer (or equivalent)	$5	$21
Photoionization detector (PID) or equivalent	$100	$420
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	$110	$462
RKI GX-2003 Multi-Gas Meter (or equivalent)	$65	$273
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	$120	$588
XRF Analyzer	$95	$399

Note: Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above. Invoices will be submitted monthly for work in progress and at completion of contract obligations and are payable upon receipt.

Table 1.0-3
LABOR COSTS BY TASK

UltraSystems **TASK COST BREAKDOWN • SUN LAKES BOULEVARD EXTENSION - ENVIRONMENTAL MONITORING**

	Labor Categories >>>>	Project Director	Senior Biologist II	Senior Biologist I	Staff Biologist I	Biological Monitor	Archaeologist	Archaeologist & Paleontological Monitors	Senior GIS Analyst	Word Processor	Total		Vehicle Travel		Direct Expense	TOTAL (rounded)
	Hourly Rate By Labor Category >>>>	$210	$179	$173	$163.00	$95	$168	$95	$173	$137	Hours	Cost	Miles	$0.70		
		Hours														
1.0	**Project Management**															
1.1	Kick-off Meeting (One)	1	1	1	0	0	0	0	0	0	3	$502	0	$0	$0	$502
1.2	Progress Meetings (10)	10	10	10	0	0	0	0	0	0	30	$5,620	0	$0	$50	$5,670
1.3	Invoicing (Monthly)	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
	SUBTOTAL	11	11	11	0	0	0	0	0	0	33	$6,182	0	$0	$50	$6,230
2.0	**General Monitoring Protocol**															
2.1	Review applicable biological and cultural resource reports	0	4	0	0	0	4	4	0	0	12	$1,768	0	$0	$0	$1,770
2.2	Monitoring during all ground disturbing activities	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
2.3	Conduct Daily pre-construction meetings	0	0	0	0	0	0	90	0	0	90	$8,550	0	$0	$0	$8,550
2.4	Prepare daily logs including pictures	0	0	0	0	0	0	90	0	0	90	$8,550	0	$0	$138	$8,690
	SUBTOTAL	0	4	0	0	0	4	184	0	0	192	$18,868	0	$0	$138	$19,010
3.0	**Crotch Bumble Bee Monitoring**															
3.1	Monitor construction activities	0	0	0	0	40	0	40	0	0	80	$7,600	700	$490	$0	$8,090
3.2	Ensure compliance with MMRP	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
3.3	Verify implementation of buffer zones and seasonal work restrictions	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
3.4	Halt work if CBB active nest is observed	0	0	4	0	0	0	0	0	0	4	$692	0	$0	$0	$692
	SUBTOTAL	0	0	4	0	40	0	40	0	0	84	$7,600	700	$490	$0	$8,090
4.0	**Vegetation Clearance and Pre-Construction Nesting Bird**															
4.1	Monitor vegetation clearing activities	0	24	24	40	0	0	0	6	0	94	$16,006	3600	$2,520	$0	$18,526
4.2	Establish Protective buffer and halt work	0	0	0	24	0	0	0	0	0	24	$3,912	0	$0	$0	$3,912
	SUBTOTAL	0	24	24	64	0	0	0	6	0	118	$16,006	3600	$2,520	$0	$18,526
5.0	**Monitoring and Inadvertent Discovery**															
5.1	Implement and enforce an Inadvertent Discovery Plan	0	0	0	0	0	0	1440	0	0	1440	$136,800	25200	$17,640	$0	$154,440
5.2	Authority to stop work in the immediate discovery area	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
5.3	Immediately notify the City, the designate Cultural Resources Lead	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
5.4	Maintain daily logs and re-visit in preparing incident reports	0	0	0	0	0	0	40	0	0	40	$3,800	0	$0	$0	$3,800
	SUBTOTAL	0	0	0	0	0	0	1480	0	0	1480	$140,600	0	$0	$0	$158,240
6.0	**Fossil Discovery - Paleo Monitoring - 180 days**															
6.1	Inspection of excavated soil and bedrock	0	0	0	0	0	0	1440	0	0	1440	$136,800	25200	$17,640	$0	$154,440
6.2	Halt excavation in immediate vicinity to evaluate find	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
6.3	Responsible for in-field salvage, stabilization and proper curation	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
6.4	Prepare daily monitoring reports and Final Paleontological Mitigation Report	0	0	0	0	0	40	90	0	4	134	$15,818	0	$0	$138	$15,960
	SUBTOTAL	0	0	0	0	0	40	1530	0	4	1574	$152,618	25200	$17,640	$138	$170,400
	TOTAL LABOR HOURS	11	39	39	64	40	44	3234	6	4						
	TOTAL COST	$2,100	$6,981	$6,747	$10,432	$3,800	$7,392	$307,230	$1,038	$548	3481	$343,074	31500	$22,050	$325	$381,900

Docusign Envelope ID: 2D4415F9-1CD9-4B9C-A284-2D1E54B15240

State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
http://www.wildlife.ca.gov

***GAVIN NEWSOM**, Governor*
***VALERIE TERMINI**, Acting Director*

January 27, 2026

Nate Smith, P.E., Deputy Director of Public Works/City Engineer
City of Banning Public Works Department
99 E. Ramsey Street
Banning, CA 92220

Re: Incidental Take Permit Application for Sun Lakes Boulevard Extension Project (2081-2025-079-06)

Dear Nate Smith:

On December 23, 2025, the Department of Fish and Wildlife (CDFW) received your Incidental Take Permit Application and on December 24, 2025, the appropriate application fee. CDFW received your request for authorization, pursuant to Fish and Game Code section 2081(b), to incidentally take[1] Crotch's bumble bee (*Bombus crotchii*), a species designated as a candidate pursuant to the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.). **The above-referenced application was deemed complete on January 23, 2026**.

CDFW has 90 days from the date the application is accepted as complete to finalize the Permit, in accordance with the California Code of Regulations, Title 14, Section 783.5. CDFW cannot finalize the Permit until CDFW has received your certified California Environmental Quality Act (CEQA) document along with the Findings, Notice of Determination, and a copy of proof of payment for the environmental filing fee. If you have any questions, please contact Enola Fulgencio, Environmental Scientist, at Enola.Fulgencio@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Heidi Calvert
CAEE4779B63E4A3...
Heidi Calvert, Regional Manager
Inland Deserts Region

cc: CESA Permitting Program
Habitat Conservation Planning Branch
Department of Fish and Wildlife
CESA@wildlife.ca.gov

[1] Pursuant to Fish and Game Code section 86, "'Take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 (for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' … means to catch, capture or kill").

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD, SUITE C-220
ONTARIO, CA 91764

STREAMBED ALTERATION AGREEMENT
EPIMS-RIV-54902-R6
Highland Wash, Smith Creek, and Pershing Creek

CITY OF BANNING
SUN LAKES BOULEVARD EXTENSION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Banning (Permittee) or as represented by Nathan Smith.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 3, 2024, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The Sun Lakes Boulevard Extension Project (Project) crosses Highland Wash, Smith Creek, and Pershing Creek, in the City of Banning, County of Riverside, State of California; Latitude 33.91844, Longitude -116.92514. The Project is located within Assessor's Parcel Number 537-110-013.

PROJECT DESCRIPTION

The Project is limited to the construction of an arterial highway parallel to existing Westward Avenue, an east-west unpaved dirt road between Highland Home Road and Sunset Avenue. The proposed highway will include two eastbound and two westbound lanes, each containing a 12-foot-wide lane, a 14-foot-wide lane, a raised 18-foot-wide median, and an 8-foot-wide sidewalk on either side. The Project will also adjust and

relocate various utilities to grade such as: sewer manholes, storm drain manholes, telecommunication manholes, power poles, air vacuums, fire hydrants, electrical risers, electrical vaults, and 13 city power poles (which would require 13 feet of excavation). Additionally, the Project will partially realign 1,500 linear feet of a 16-inch diameter steel natural gas pipeline owned by Williams Companies, a 20-inch diameter steel petroleum pipeline, and 12-inch diameter steel telecommunications pipeline, both owned by Kinder Morgan, Inc.

The Project area crosses over three creeks, from west to east: Highland Wash, Smith Creek, and Pershing Creek, where three culverts (i.e., Proposed Lines J, I, and K) will be constructed under the proposed Sun Lakes Boulevard roadway extension to convey existing flow. The culverts will be multi-cell reinforced concrete box (RCB) channels with concrete straight wing walls and riprap aprons at the upstream end of each channel and vertical wing walls and concrete aprons at the downstream end. Concrete ramps will be constructed at the south end of the channels to provide maintenance access. Concrete swales and trapezoidal channels will be provided to intercept stormwater run-on from north of the Project and discharge it to the proposed channels. Existing Westward Avenue pipe culverts are to be abandoned in place when the Project is completed.

Four storm drain laterals occur in the Project: Laterals K-1 and K-2 drain to Pershing Creek and Laterals I-1 and I-2 drain to Smith Creek. Laterals K-2, I-1, and I-2 all collect street runoff via catch basins in the street, however K-2 collects run-on from north of the Project and conveys it to Line K. Catch basins will be fitted with City-approved filters to capture debris and treat post-construction runoff generated by the roadway. The Permittee has committed to participating in a regional solution for the sediment transport function of the Smith Creek watershed. The intended outcome of this regional solution is to bring the various stakeholders in this watershed together to work on a sediment management strategy to ensure sediment is transported efficiently and effectively to support ecological resources. The Permittee's commitment to this regional solution will serve as providing rehabilitation mitigation for the overall impacts from this Project[1].

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

BIRDS: burrowing owl (*Athene cunicularia*), rock pigeon (*Columbia livia*), mourning dove (*Zenaida macroura*), greater roadrunner (*Geococcyx californianus*), Anna's hummingbird (*Calypte anna*), ring-billed gull (*Larus delawarensis*), northern harrier (*Circus hudsonius*), red-tailed hawk (*Buteo jamaicensis*), barn owl (*Tyto alba*), American kestrel (*Falco sparverius*), black phoebe (*Sayornis nigricans*), Say's phoebe (*Sayornis saya*), Cassin's kingbird (*Tyrannus vociferans*), western kingbird (*Tyrannus verticalis*), loggerhead shrike (*Lanius ludovicianus*), American crow (*Corvus brachyrhynchos*), common raven (*Corvus corax*), California horned lark (*Eremophila alpestis actia*), cliff swallow (*Petrochelidon pyrrhonota*), American bushtit (*Psaltriparus minimus*), rock wren (*Salpinctes obsoletus*), Bewick's wren (*Thryomanes bewickii*), northern mockingbird

[1] Western Riverside County Multiple Species Habitat Conservation Plan Determination of Biologically Equivalent or Superior Preservation Report Sun Lakes Boulevard Extension Project

(*Mimus polyglottos*), European starling (*Sturnus vulgaris*), house sparrow (*Passer domesticus*), house finch (*Haemorhous mexicanus*), lark sparrow (*Chondestes grammacus*), western meadowlark (*Sturnella neglecta*), hooded oriole (*Icterus cucullatus*), Brewer's blackbird (*Euphagus cyanocephalus*), blue grosbeak (*Passerina caerulea*);
PLANTS: Marvin's onion (*Allium marvinii*), many-stemmed dudleya (*Dudleya multicaulis*), annual ragweed (*Ambrosia acanthicarpa*), western ragweed (*Ambrosia psilostachya*), California sagebrush (*Artemesia californica*), mugwort (*Artemesia douglasiana*), tarragon (*Artemisia dracunculus*), mule fat (*Baccharis salicifolia*), yellow pincushion (*Chaenactis glabriuscula*), common sand aster (*Corethrogyne filaginifolia*), pinebush (*Ericameria pinifolia*), horseweed (*Erigeron canadensis*), leafy fleabane (*Erigeron foliosus*), golden yarrow (*Eriophyllum confertiflorum*), common sunflower (*Helianthus annuus*), telegraph weed (*Heterotheca grandiflora*), scale-broom (*Lepidospartum squamatum*), cliff aster (*Malacothrix saxatilis*), ladies' tobacco (*Pseudognaphalium californicum*), shrubby ragwort (*Senecio flaccidus*), small wirelettuce (*Stephanomeria exigua*), cotton thorn (*Tetradymia comosa*), rough cockleburr (*Xanthium strumarium*), fiddleneck (*Amsinckia sp.*), cryptantha (*Cryptantha sp.*), heliotrope (*Heliotropium curassavicum*), pectocarya (*Pectocarya sp.*), caterpillar phacelia (*Phacelia cicutaria*), blue elderberry (*Sambucus nigra ssp. caerulea*), sand pygmyweed (*Crassula connata*), calabazilla (*cucurbita foetidissima*), rattlesnake sandmat (*Euphorbia albomarginata*), deerweed (*Acmispon glaber*), Heermann's lotus (*Acmispon heermannii*), miniature lupine (*Lupinus bicolor*), southern California black walnut (*Juglans californica*), white sage (*Salvia apiana*), chia (*Salvia columbariae*), black sage (*Salvia mellifera*), vinegarweed (*Trichostema lanceolatum*), wishbone (*Mirabilis laevis*), California sun cup (*Camissoniopsis bistorta*), sandysoil suncup (*Camissonia strigulosa*), winecup clarkia (*Clarkia purpurea*), California poppy (*Eschscholzia californica*), showy penstemon (*Penstemon spectabilis*), dotseed plantain (*Plantago erecta*), chaparral gilia (*Gilia angelensis*), hooked navarretia (*Navarretia hamata*), California buckwheat (*Erigonum fasciculatum*), slender woolly buckwheat (*Eriogonum gracile*), curly dock (*Rumex crispus*), redmaids (*Calandrinia menziesii*), Miner's lettuce (*Claytonia sp.*), Fremont cottonwood (*Populus fremontii*), Goodding's black willow (*Salix gooddingii*), arroyo willow (*Salix lasiolepis*), red willow (*Salix laevigata*), tall flatsedge (*Cyperus eragrostis*), cheatgrass (*Bromus tectorum*), rabbitsfoot grass (*Polypogon mospeliensis*), purple needle grass (*Stipa pulchra*);
MAMMALS: Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), Northwestern San Diego pocket mouse (*Chaetodipus fallax*), Dulzura kangaroo rat (*Dipodomys simulans*), Bryant's/San Diego Desert woodrat (*Neotoma bryanti (lepida) intermedia*), baja mouse (*Peromyscus fraterculus*), deer mouse (*Peromyscus maniculatus*), western harvest mouse (*Reithrodontomys megalotis*), black-tailed jackrabbit (*Lepus californicus*), Audobon's (Desert) cottontail (*Sylvilagus audubonii*), California ground squirrel (*Otospermophilus beecheyi*), Botta's pocket gopher (*Thomomys bottae*), coyote (*Canis latrans*);
REPTILES: Great Basin fence lizard (*Sceloporus occidentalis longipes*), side-blotched lizard (*Uta stansburiana*), coastal western whiptail (*Aspidoscelis tigris stejnegeri*);

The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of natural bed or bank; disturbance from Project activity; permanent loss of riparian habitat; change in channel cross section; restriction in sediment

transport; debris transport impedance; change in floodplain composition; loss of sediment and debris transport that supplies sediment and sand sources for wildlife habitat including downstream dune habitat; temporary and permanent loss of foraging habitat for burrowing owl and Los Angeles pocket mouse; permanent loss of potential burrow sites for burrowing owl and Los Angeles pocket mouse; the disturbance to, alteration of, and/or loss of nesting, roosting, and foraging habitat; the reduction or loss of habitat coverage, composition, and distribution; impacts to water quality; and increased impacts associated with edge-effects to local flora and fauna populations.

The Project will temporarily impact 0.09 acres and permanently impact 0.37 acres associated with Highland Wash, Smith Creek, and Pershing Creek (Exhibit 2). The Project will impact a total of 0.46 acres of stream bed, bank, and channel, which are the limits of the Project impacts authorized under this agreement (Table 1).

Table 1.

Stream Name	Temporary Impacts (acres)	Permanent Impacts (acres)
Highland Wash	0.01	0.1
Smith Creek	0.04	0.08
Pershing Creek	0.03	0.2
Total	0.09	0.37

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

1.6 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602 resources, or additional operations and maintenance activities not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.

1.7 Notify CDFW Prior to Work. Permittee shall notify CDFW by email **at least five (5) working days prior to initiation of Project activities**. See contact information below.

1.8 Reporting of Violations. Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring.

1.9 Dead or Injured Species. Permittee shall report any dead or injured CESA- or ESA- listed threatened, endangered, or fully protected species, or species of special concern found along roads or in Project areas to CDFW within 24 hours via email according to contact information below. The Permittee shall report the location, cause of death or injury, species found, and any other relevant information.

1.10 Compliance with other Agencies. The Agreement does not relieve the Permittee of responsibilities for compliance with applicable federal, state, or local laws, ordinances or grant conditions.

1.11 Work According to Plans. Final stamped engineered design plans shall be submitted to CDFW **a minimum of 30 days prior to start of Project activities**, for review by CDFW prior to Project start. The final plans shall be based on the Project design plans submitted to CDFW in the notification package. If the submitted Project plans differ substantially from the Project description, Permittee shall provide CDFW a detailed, written description of the changes made. CDFW may require an amendment to this Agreement or submission of a new notification prior to starting the Project if the Project designs have changed from those submitted in the Notification Package.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

General Wildlife Protection and Prevention Measures

2.1 Designated Biologist(s) and Biological Monitor(s). Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologist(s)) and Biological Monitor(s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities **at least 30 days** before initiating ground- or vegetation- disturbing activities. Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and/or Biological Monitor(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties. Optional CDFW biologist resume form available here: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869.

2.1.1 A qualified Designated Biologist(s) is an individual who holds a bachelor's degree from an accredited university and 1) is knowledgeable in relevant species' life histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state and federal laws regarding the protection of sensitive species.

2.1.2 A Biological Monitor(s) is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with construction-level biological monitoring, be able to recognize species that may be present within the Project area and be familiar with the habitats and behaviors of those species.

2.2 Responsibility of the Designated Biologist(s). The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this

Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.

2.3 Authority of Designated Biologist(s). To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) determines that the Project may have an adverse effect on any special-status species (threatened, endangered, candidate, species of special concern, etc.), they shall halt construction and notify the appropriate agencies immediately. Unless authorized by CDFW, the Designated Biologist(s) shall not have the authority to handle any special-status species (threatened, endangered, candidate, species of special concern, etc.).

2.4 Authority of Biological Monitor(s). The Permittee or Designated Biologist shall designate a person to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall halt Project Activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats.

2.5 Delineate Work Area Boundary. In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats **prior to start of Project activities**. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

2.6 Environmentally Sensitive Areas. The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the ‘standard work area boundary’ materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

2.7 Wildlife Species. To avoid impact to any non-listed wildlife species, a Designated Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project

area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat near the site of capture.

2.8 Educational Program. Permittee shall conduct an education program (Education Program) for all persons employed or otherwise working on the Project **prior to performing any work on site**. The Education Program shall consist of a presentation from a Designated Biologist(s) that includes a discussion of the biology of the habitats and species identified in this Agreement and present at the Project site. The Designated Biologist(s) shall also include as part of the Education Program information about the distribution and habitat needs of any protected species that may be present, legal protections for those species, penalties for violations and Project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on site. The Permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry on site. Upon completion of the Education Program, employees shall sign a form stating they attended the Education Program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request. The Education Program shall be repeated annually for part of the Project extending more than one (1) year. Copies of the Education Program's materials shall be maintained at the Project site for workers to reference as needed.

2.8.1 Invasive Species Education Program. Permittee shall include an invasive species education program for all persons working on the Project **prior to the performing any work on site**. The invasive species education program shall consist of a presentation from a Designated Biologist(s) that includes a discussion of the invasive species currently present within the Project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program shall also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

2.9 Daily Clearance Survey. Before the start and end of daily Project activities. The Designated Biologist or Biological Monitor shall survey the Project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.

2.9.1 Excavated Areas. At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s) or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degrees at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.

2.9.2 Check for Wildlife in Pipes/Construction Materials. Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry.

2.10 Lighting and Fencing. No lighting shall be allowed to impact Highland Wash, Smith Creek, and Pershing Creek, or other avoided natural space areas. Lighting and fencing for infrastructure adjacent to these areas shall be designed or reviewed by a qualified biologist to allow wildlife to move within the streams and avoided natural areas without hindrance.

Nesting Bird Protection

2.11 Nesting Birds. It is the Permittee's responsibility to avoid impacts to nesting birds. Permittee shall ensure that impacts to nesting birds are avoided by assigning a Designated Biologist to complete pre-construction surveys, determine/establish appropriate avoidance and minimization measures, and monitor the efficacies of these measures. The Designated Biologist must have experience with conducting bird surveys using appropriate survey methodology (e.g., Ralph et al. 1993[2]) and United States Fish and Wildlife Service [USFWS] and/or CDFW-accepted species-specific survey protocols, available here: https://wildlife.ca.gov/conservation/survey-protocols; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and

[2] Ralph, C.J., G.R. Geupel, P. Pyle, T.E. Martin, and D.F. DeSanta. 1993. Handbook of field methods for monitoring land birds. General Technical Report PSW-GTR 144. USDA Forest Service Pacific Southwest Research Station. Albany, CA.

breeding territories, and identifying nesting stages and nest success (e.g., Martin and Geupel 1993[3])

2.11.1 Nesting Bird Pre-construction Surveys. Surveys shall be conducted by the Designated Biologist at the appropriate time of day/night, during appropriate weather conditions, **within three (3) days prior to the initiation of Project activities** addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of area subject to this Agreement; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist shall monitor the nest for one hour (four hours for raptors during the non-breeding season) prior to approaching the nest to determine status. The Designated Biologist shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-construction surveys shall be provided to CDFW at least one business day prior to commencement of Project activities. Results of ongoing monitoring surveys shall be provided to CDFW upon request.

2.11.2 Buffers. When an active nest is confirmed, the Designated Biologist shall immediately establish a conservative buffer surrounding the nest based on their best professional judgement and experience. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist shall document baseline behavior, stage of reproduction, and existing site

[3] Martin, T.E. and G.R. Geupel. 1993. Nest-monitoring plots: methods for locating nests and monitoring success. Journal of Field Ornithology 64:507-514.

conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. The Designated Biologist shall monitor the nest at the onset of Project activities addressed by this Agreement, and at the onset of any changes in Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist determines that Project activities may be causing an adverse reaction, the Designated Biologist shall adjust the buffer accordingly.

2.11.3 Ongoing Monitoring. The Designated Biologist shall be onsite daily to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist shall document the status of all existing nests, including the stage of reproduction and the expected fledge date. If a nest is suspected to have been abandoned or failed, the Designated Biologist shall monitor the nest for a minimum of one hour (four hours for raptors), uninterrupted, during favorable field conditions. If no activity is observed during that time, the Designated Biologist may approach the nest to assess the status.

2.11.4 Securing Site. The Permittee, under the direction of the Designated Biologist, may also take steps to discourage nesting on the Project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist shall ensure that none of the deterrent materials pose an entanglement risk to birds or other species. The Designated Biologist shall include a detailed account of any steps taken to discourage nesting within the Project site in the summary reports.

2.11.5 Reporting. The Designated Biologist shall be responsible for providing summary reports, where relevant, to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours of detection.

Burrowing Owl Protection

2.12 Burrowing Owl. Permittee shall ensure that impacts to burrowing owls are avoided through the implementation of pre-construction surveys, ongoing monitoring, and if necessary, establishment of minimization and mitigation measures.

2.12.1 Focused Survey for Burrowing Owls. Because the burrowing owl habitat assessment identifies suitable burrowing owl habitat onsite, Permittee

shall have a qualified Designated biologist, pre-approved by CDFW, perform a survey for burrowing owls **between 30 and 60 days** prior to any Project impacts. If the Project site is in within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Burrowing Owl Survey Area, the following is required. A minimum of one site visit must occur, but additional visits may be warranted depending on the results of the first site visit. Surveys conducted during the breeding season March 1 - August 31 are required to describe if, when, and how the site is used by burrowing owls. All surveys shall be conducted as described in Parts A and B below. Surveys shall be conducted during weather that is conducive to observing owls outside their burrows and detecting burrowing owl sign. Surveys will not be accepted if they are conducted during rain, high winds (> 20 mph), dense fog, or temperatures over 90 °F. Part B surveys shall be conducted in the morning one hour before sunrise to two hours after sunrise or in the early evening two hours before sunset to one hour after sunset. Count and map all burrowing owl sightings, occupied burrows, and burrows with owl sign. Record the location of all owls including numbers of pairs and juveniles and any behavior such as courtship and mating. Map the extent of all suitable habitat. Owl signs may not be detectable if surveys under Part A are conducted within 5 days following rain. Absence of burrowing owl sign cannot be used to confirm absence of the species if the focused burrow survey (Part A) is conducted within 5 days of rain; therefore, in this instance, completion of all four focused burrowing owl surveys (Part B) is required.

Part A: Focused Burrow Surveys
A focused burrow survey that includes natural burrows or suitable man-made structures needs to be conducted as described below.

1. A systematic survey for burrows including burrowing owl sign shall be conducted by walking through suitable habitat over the entire survey area (i.e., the Project site and within 150 meters). Pedestrian survey transects need to be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approximately 100 ft.) and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey Projects larger than 100 acres, it is recommended that two or more qualified surveyors conduct concurrent surveys.

2. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl signs, and any owls observed shall be recorded and mapped, including GPS coordinates. If the survey area contains natural or man-made structures that could

potentially support burrowing owls, or owls are observed during the burrow surveys, the systematic surveys shall continue as described in Part B. If no potential burrows are detected, no further surveys are required. A written report including photographs of the Project site, location of burrowing owl habitat surveyed, location of transects, and burrow survey methods shall be prepared and submitted to CDFW.

Part B: Focused Burrowing Owl Surveys
Focused Burrowing Owl Surveys shall consist of site visits on four separate days at least one week apart. The first one may be conducted concurrent with the Focused Burrow Survey.

1. Upon arrival at the survey area and prior to initiating the walking surveys, surveyors using binoculars or spotting scopes shall scan all suitable habitat, location of mapped burrows, owl sign, and owls, including perch locations to ascertain owl presence. This is particularly important if access has not been granted for adjacent areas with suitable habitat.

2. A survey for owls and owl sign shall then be conducted by walking through suitable habitat over the entire Project site and within the adjacent 150 m (approx. 500 feet), if permission to access the buffer area has been obtained. These “pedestrian surveys” should be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approx. 100 feet.) and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey projects larger than 100 acres, it is recommended that two or more qualified surveyors conduct concurrent surveys. It is important to minimize disturbance near occupied burrows during all seasons.

3. If access is not obtained, then the area adjacent to the Project site shall also be surveyed using binoculars or spotting scopes to determine if owls are present in areas adjacent to Project site. This 150-meter buffer zone is included to fully characterize the population. If the site is determined not to be occupied, no further surveys are required except as described below.

2.12.2 Burrowing Owl Focused Survey Results. Permittee shall submit the survey methodology and results **within ten days** of survey completion and at least **twenty-one days prior** to commencement of Project activities addressed by this Agreement to CDFW Inland Deserts Region at the address below under Contact Information. Results shall discuss the survey methodology, transect width, duration, conditions, and results

of the survey. Appropriate maps showing burrow locations shall be included. If the report indicates further surveys are not required, then the report should state the reason(s) why further focused burrowing owl surveys are not necessary.

2.12.3 Burrowing Owl Pre-Construction Inspection. If burrows or suitable burrowing owl habitat is found onsite, Permittee shall have a qualified biologist, pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of owl activity within **three (3) days prior** to any ground disturbing or site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl signs at burrow entrances such as pellets, whitewash or other "ornamentation," feathers, prey remains, etc. If owl presence is difficult to determine, Permittee shall monitor the burrows with motion-activated trail cameras for at least 24 hours to evaluate burrow occupancy. If it is evident that the burrows are actively being used, Permittee shall not commence activities until no sign is present that the burrows are being used by adult or juvenile owls or following CDFW approval of a Burrowing Owl Plan. CDFW shall be notified in writing of detection of active burrows **within three (3) days**.

2.12.4 Burrowing Owls Observed During Construction. If burrowing owls are observed within Project Site(s) during Project implementation and construction, Permittee shall notify CDFW immediately in writing at the address below under Contact Information (reference SAA# EPIMS-RIV-54902-R6). Further, Permittee shall be responsible for implementing appropriate avoidance and mitigation measures, including burrow avoidance, passive or active relocation, or other appropriate mitigation measures as identified in the Burrowing Owl Plan.

2.12.5 Burrowing Owl Plan. If burrowing owls are detected on the Project site, the Permittee shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval **at least 30 days prior to** initiation of Project activities. If burrowing owls are detected after Project activities have been initiated, a Burrowing Owl Plan shall be submitted to CDFW for review and approval **within two weeks of detection** and no Project activity shall continue within 1000 feet of the burrowing owls until CDFW approves the Burrowing Owl Plan. The Burrowing Owl Plan shall describe proposed avoidance, relocation, monitoring, minimization, and/or mitigation actions. If the site is within an MSHCP Criteria Area, then at least 90 percent of the area with long-term conservation value shall be included in the MSHCP Conservation Area. If the Project site (including adjacent areas) supports three or more pairs of burrowing owls and supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs shall be conserved onsite. The Burrowing Owl Plan shall include the number

and location of occupied burrow sites and details on proposed buffers if avoiding the burrowing owls or information on the adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.

Crotch's Bumble Bee

2.13 Crotch's Bumble Bee – Habitat Mapping. **No less than 120 days prior** to the initiation of activities addressed by this Agreement, Permittee shall complete and submit to CDFW for review and comment a baseline habitat mapping report encompassing Fish and Game Code section 1602 resources (including channel side slopes) identified under this Agreement. Mapping will identify habitat alliances following Sawyer et al. (2009[1]) and the report will identify species composition for each mapped alliance. Results of the habitat mapping effort shall be submitted to CDFW.

2.14 Crotch's Bumble Bee – Surveys. If the habitat mapping addressed by this agreement identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia,* and/or *Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Permittee shall:

2.14.1 Retain an appropriately qualified biologist to prepare a draft survey plan, and conduct surveys for Crotch's bumble bee. The name and qualifications of the proposed biologist shall be submitted to CDFW for review and comment prior to preparation of the draft survey plan or commencement of surveys. The qualifications shall clearly identify direct experience conducting surveys for and identification of Crotch's bumble bee.

2.14.2 **No Less than 90 days prior to initiation of Project activities within suitable habitat addressed by this Agreement**, the qualified biologist shall prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. Survey methodology shall generally follow the U.S. Fish and Wildlife Service protocol for the Rusty Patched bumble bee (USFWS 2019[2]). Crotch's bumble bee are typically active between March and September, with peak activity coinciding with peak forage blooming periods. CDFW recommends the completion of multiple surveys, coinciding with the peak blooming periods of the plant genera as listed above. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be

detected within the Project area. The survey plan shall be submitted to CDFW.

2.14.3 The qualified biologist shall complete surveys for Crotch's bumble bee, following the CDFW-reviewed survey plan. Following completion of surveys, and **no less than 30 days prior to initiation of Project activities within suitable habitat addressed by this Agreement, survey results shall be submitted to CDFW** for review and comment. Survey results will describe the number and timing of surveys, and results of survey efforts. **If Crotch's bumble bee are detected during surveys, Project activities shall NOT occur in any occupied habitat areas and the qualified biologist shall immediately notify CDFW** via the email addresses and phone number listed below under Contact Information. Focused surveys conducted within the year of signing this Agreement shall be valid until January 31 of the following year. Delay of ground disturbance following after January 31 shall result in the Permittee resurveying the area for CBB.

2.14.4 Permittee shall conduct flight/forage and nest search surveys for the species in the following manner:

2.14.4.1 Surveys shall be conducted during the appropriate season, between February 1 and October 31.

2.14.4.2 Work sites containing any one or more of the following habitat requisites shall be surveyed: flowering vegetation, any potential preferred nectar plants, small mammal burrows, bunch grasses, thatch, brush piles, old bird nests, dead trees.

2.14.4.3 During the flight survey effort, if bumble bees are observed using any animal burrow entrances, the approved qualified biologist will block/cover any burrow entrance with a sandbag/jar/vial (or similar) of appropriate size and return in 30 minutes to determine if the bees are potential Crotch's bumble bee and if a potential nest could be present. If bumble bees are observed using bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, or hollowed logs, the resource area will be flagged and monitored by the approved qualified biologist for 15 minutes to determine if a potential nest could be present.

2.14.5 To reduce potential impacts to Crotch's bumble bee to the greatest extent feasible the following measures shall be included in the Crotch's bumble bee survey plan:

2.14.5.1 If during vegetation removal and ground clearing activities an overwintering or dead Crotch's bumble bee is observed,

activities shall immediately stop, and a 100 ft Environmentally Sensitive Area boundary will be erected around the spot where the bee was found. A Crotch's bumble bee approved qualified biologist will be notified and will evaluate the site where the bee was found. CDFW will be immediately notified thereafter for consultation.

Best Management Practices

2.15 Best Management Practices. Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non- native plant materials. Fiber rolls or erosion control mesh shall be made of loose- weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.

2.15.1 If work is performed within the stream channel during the winter storm period, the Permittee shall monitor the five (5) day weather forecast. If it is forecasted for any precipitation, work activities shall involve the securing of the site, so as no materials may enter or be washed into the stream. The site shall be completely secured one (1) day prior to precipitation, unless prior written approval has been provided by CDFW. During period of precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted.

Equipment and Vehicles

2.16 Equipment and Vehicles. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. No equipment maintenance shall be done within or near any stream,

channel, or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.17 Clean Equipment Prior to Entering Area Regulated by Agreement. All equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil, and other debris. The Permittee shall follow equipment washing guidelines certify that decontamination, as specified in the sub-measures below, has been completed, and shall require operator of equipment to re-certify equipment upon reentry to areas by this Agreement after contact with water and/or wet soil from a stream or lake in areas outside those regulated under this Agreement.

2.17.1 Clean and Inspect Equipment Prior to Entering Stream. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to initially entering areas regulated by this Agreement. Any contaminants shall be cleaned prior to any work within a streambed and shall be maintained daily. In addition, equipment shall be cleaned daily to ensure pollutants and non-natives are not introduced into mitigation areas or spread throughout Project sites.

2.17.2 Decontamination of Project Equipment. Prior to initially entering, and upon reentering areas subject to the this Agreement, Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils. Permittee shall decontaminate Project gear and equipment utilizing one of four methods: drying, using a hot water soak, hot-water pressure washing, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard to reach areas and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using hot water, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes or by pressure washing with hot water 140°F minimum at the point of contact or 155°F at the nozzle. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.

2.17.3 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated

location where runoff can be contained and not allowed to pass into any river, lake, or stream and associated riparian areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.

2.18 Stationary Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra booms, absorbent pads, skimmers, shall be on site prior to the start of construction.

2.19 Staging and Storage Areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.

Trash and Pollution Measures

2.20 Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each work day to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of Project activities within each Project location, Permittee shall remove and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

2.21 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.21.1 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil may be washed back into a lake, streambed, or flowing stream where it may impact streambed habitat and aquatic or riparian vegetation.

2.21.2 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.

2.21.3 No equipment maintenance shall be done within or near any lake,

streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.22 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall also be notified within 24 hours by the Permittee and consulted regarding clean-up procedures.

Invasive Species

2.23 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: https://www.cal-ipc.org/plants/inventory/.

2.24 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: https://wildlife.ca.gov/Conservation/Invasives/Report) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440- 9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

Diversion Plan

2.25 Diversion Plan. If Project activities are proposed to occur at any time when flowing water is present or reasonably anticipated, Permittee shall submit to CDFW for review and approval a water diversion/dewatering plan **a minimum of 30 days before initiating Project activities** involving water diversion.

Downstream Flow

2.26 Maintain Pre-Project Flows. Permittee shall design all flow conveyance structures to maintain downstream timing and volume of flows to Highland Wash, Smith Creek, and Pershing Creek, to pre-Project flow patterns. Permittee shall ensure turbidity, siltation, or pollution is not increased to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have occurred. Normal flow shall be restored to the affected stream immediately upon completion of work at that location. Permittee shall monitor downstream conditions to ensure pre-Project flow patterns are maintained.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall provide mitigation for permanent and

temporary impacts through measure 3.1, 3.2, and an option between 3.3 or 3.4 and each sub-measure thereafter.

3.1 Habitat Restoration – On-site (On-site Temporary Restoration). To compensate for the temporary impacts of 0.09 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall restore no less than 0.18 acres of in-kind streambed and associated habitat.

3.1.1 Restoration of Temporary Impacts. Upon completion of construction activities, Permittee shall restore all temporary impacts to pre-project conditions or better. Restoration activities should include, but not be limited to: contouring the ground surface to pre-impact grade; removing all construction related materials, trash, and debris; and replacing any natural materials/refugia moved during Project activities. Photo documentation and reporting of restoration efforts will be included in the Project Completion Report.

3.2 Development of Memorandum of Understanding. Permittee shall enter into a Memorandum of Understanding (MOU) with the members of the 'Smith Creek Stakeholder Group' within **6 months** of Project completion. The objective of the MOU is to collectively develop an Action Plan that is agreeable to all parties. The action plan will include, but is not limited to, funding responsibilities, restoration goals, long-term monitoring and testing goals, schedule of updates to resource agencies, goals for maintenance, and adaptive management strategies. Additional details on items included in the action plan are described below, but are subject to change based on the agencies' decisions:

3.2.1 Five-Year Study. The MOU's Action Plan shall include a 5-year study that monitors the function of the Project's catch basins and corridor in its developed condition (annual reports shall be provided over the course of the 5-year study to demonstrate consistency or change in sediment distribution over time as part of the MOU's schedule of updates to resource agencies). The study shall describe the methods used to collect data on the system's sediment transport function and potential flaws in the methods used. Methods may include activities such as: repetitive channel elevation surveys; discharge and turbidity measurements; streambed material or condition characterization; bedload and suspended load sampling or rating curves; or other acceptable quantitative methods.

3.2.2 Adaptive Management Strategies. The MOU's Action Plan shall utilize the data collected from the 5-year monitoring plan and compare the function of the developed Project area to the historical transport function of Smith Creek. If it is determined that the sediment distribution has lowered, the Action Plan shall propose adaptive management strategies necessary for maintaining sediment distribution equilibrium. These adaptive management strategies shall then be included in the completion of a

Sediment Restoration Plan that will be used in perpetuity.

3.2.3 Development of Sediment Restoration Plan The MOU's Action Plan shall include a Sediment Restoration Plan that will assist in monitoring, recording, and maintaining the amount of sediment conveyed past the downstream end of the Project site as well as the overall Smith Creek system.

3.2.4 Maintenance of Culverts. Maintenance inspections of the reinforced concrete box (RCB) culverts shall be included as part of the Sediment Restoration Plan. Maintenance inspections are proposed to occur regularly (at a minimum annually) prior to flood season and after any significant runoff event. Accumulated debris and sediment at the RCB opening and support piers would be monitored and transported downstream in the absence of sediment flow.

3.3 Habitat Rehabilitation and Enhancement – Offsite (Mitigation Site). Permittee shall compensate for permanent impacts of 0.37 acres to stream bed, bank, and channel, through the acquisition, and perpetual conservation and management of a "Mitigation Site", or several mitigation sites, containing no less than 1.3 acres of streambed and stream-associated habitat within Western Riverside County.

The Permittee shall prepare, or fund the preparation of, a Habitat Mitigation and Monitoring Plan (HMMP;) to be reviewed and approved by CDFW; and a Long-Term Management Plan (LTMP;) designed to sustain or surpass the habitat quality of the Mitigation Site in perpetuity. Permittee shall also establish long-term management funding. Permanent protection and funding for perpetual management of Habitat Management lands must be complete **prior to initiation of Project activities, or within 18 months of starting Project activities if Security is provided** for all uncompleted obligations.

3.3.1 Habitat Acquisition and Protection. Permittee shall obtain written approval from CDFW for the proposed Mitigation Site(s) with a minimum of 1.3 acres of offsite streambed and stream-associated habitat. Permittee shall submit a proposed Mitigation Site, including pertinent biological resources information and a preliminary title report, for CDFW review and approval **no later than five months prior to the start of Project activities OR four months following start of Project activities if Security is provided.**

3.3.2 Mitigation Site Conservation Easement. **After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided**. Permittee shall provide to CDFW, for review and approval, a draft Conservation Easement (CE) prepared using a CDFW-provided CE template, a preliminary title report, and a Phase I environmental assessment. Permittee shall also provide the necessary documents specified in the *CDFW Habitat Management Land Acquisition*

Package Checklist for Third Party Beneficiary (TPB) Project Applicants or a revised version to be provided by CDFW, in preparation for conservation easement(s) recordation. All documents conveying the Mitigation Site(s) and all conditions of title are subject to the review and approval of CDFW prior to recordation of the CE. Permittee shall ensure the preservation and long-term management of the CDFW-approved 1.3 acres of streambed and stream-associated habitat within the Mitigation Site(s) through recordation of a conservation easement(s). Permittee shall record a CE approved by CDFW with an entity, to be approved by CDFW in its sole discretion, acting as grantee for the CE. Permittee shall also provide the necessary documents requested by CDFW for due diligence review at the time the grantee is proposed. CDFW shall be expressly named in the CE as a third-party beneficiary. The CE shall expressly require implementation of the LTMP by the grantor, and land manager, as authorized by the grantor and landowner, and shall expressly require the grantee to monitor implementation of the LTMP. Permittee shall record the CE after CDFW approval of the CE and all associated documents **prior to the start of Project activities OR within 18 months following start of Project activities if Security is provided.** Permittee shall be responsible for all costs associated with the CE, including recording, CE monitoring, and long-term management costs.

3.3.3 Mitigation Site Land Manager. **After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided**, Permittee shall obtain CDFW approval of a land manager entity to manage the Mitigation Site. Permittee shall identify separate entities to fulfill the grantee and land manager roles and **shall not identify the same entity to fulfill both roles.** Permittee shall also provide the necessary documents requested by CDFW for due diligence review at the time the land manager is proposed. Permittee shall also obtain CDFW approval of an interim Mitigation Site land manager if they are different than the long-term Mitigation site manager. The interim and/or long-term land managers may be the landowner or another party approved by CDFW. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW, for review and approval, of any subsequent changes in the land manager within 30 days of the change.

3.3.4 Start-Up Activities. Permittee shall provide for the implementation of start-up activities, including the initial site protection of the CDFW-approved Mitigation Site(s). Start-up activities include, at a minimum: 1) preparing both a HMMP and a LTMP for CDFW approval, 2) conducting baseline biological assessment and land survey report during the first growing season, 3) developing and transferring to the Geographic Information Systems (GIS) data if applicable, 4) establishing initial fencing (if

necessary), 5) conducting initial removal of litter and debris, and 6) installing signage.

3.3.5 Habitat Mitigation and Monitoring Plan. After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities **if Security is provided,** Permittee shall submit to CDFW for review and written approval a Habitat Mitigation and Monitoring Plan (HMMP). At a minimum, the HMMP shall include the following:

3.3.5.1 Restoration Specialist. Preparation of the HMMP shall be by persons with expertise in southern California ecosystems and native plant re-vegetation techniques (restoration specialist). Planting, maintenance, monitoring, and reporting activities shall be overseen by the restoration specialist familiar with restoration of native plants.

3.3.5.2 Site Description. A description of the physical conditions and vegetation communities including a map and GIS shapefiles. Photo-documentation of restored areas shall be provided before and after restoration.

3.3.5.3 Planting Plan. Details of the site preparation consisting of a detailed contouring/grading plan and details of native plant installation (Planting Plan), including the type and number of materials to be used (e.g., local native seeds, cutting, and/or container stock), source(s) of the materials, planting location, methods of installation, and a local California native plant palette. This Planting Plan shall include plantings of both overstory and understory vegetation as appropriate. All seeded/planted species installed shall include only local California native container plants and cuttings and shall be typical of the existing native plant species present within, or immediately adjacent to the site. The Planting Plan shall have adequate detail regarding the sampling plan so that it can be duplicated by different people and shall include a sample data collection sheet that shows appropriate data to be collected per the proposed sampling methodology.

3.3.5.4 Native Plant Sources. Plant material for revegetation shall be derived from cuttings, materials salvaged from disturbed areas, and/or seeds obtained from randomly selected native trees and shrubs occurring locally within the same drainages. Any replacement tree/shrub stock, if used, which cannot be grown from cuttings or seeds, shall be obtained from a native plant nursery, be ant-free, and shall not be inoculated to prevent heart

rot.

3.3.5.5 Sampling Techniques. The sampling techniques (e.g., quadrats, transects, or relevé) to be used to collect quantitative/qualitative data (e.g., vegetation relative/absolute cover, density, diversity indices, recruitment, survivorship, etc.) for baseline conditions and to establish and measure success criteria.

3.3.5.6 Survey Timing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover, and growth of plants) shall be conducted at a minimum twice annually, preferably in May and September.

3.3.5.7 Maintenance Activities. A description of maintenance operations with particular emphasis on invasive species control and watering methods and schedules; details on any irrigation to be used, if applicable, that includes method of watering; sprinkler placement, if applicable; and timing/schedule; irrigation may only be used to help the plants become established during the first three years following planting. Watering/ irrigation of the site shall be discontinued at least two years prior to completion of the monitoring period.

3.3.5.8 Corrective Actions: A description of corrective actions to be taken when restoration measures do not meet the proposed targets.

3.3.5.9 Success Criteria. The HMMP shall identify the success criteria for the Mitigation Site and shall be compared against an appropriate reference site with as good or better-quality habitat then the pre-Project impact site. The reference site shall be approved by CDFW. The success criteria shall include percent relative and absolute cover (invasive and native vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW. Permittee shall be responsible for any cost incurred during the restoration/mitigation or in subsequent corrective measures.

3.3.5.10 Reporting. Permittee shall have the qualified restoration specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done twice a year as outlined in the HMMP, through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW by February 1 of each year after mitigation implementation for at least 5 years and until mitigation success criteria have been met. This report

shall include the status and any success trends (i.e., comparison throughout the 5 years of monitoring) for the success criteria outlined in the HMMP. Photos from designated photo stations shall be included.

3.3.5.11 Mitigation Success. After the fifth monitoring year, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it was used.

3.3.5.12 Property Analysis Record for Establishment and Success of Restoration Site. The Permittee shall prepare a Property Analysis Record (PAR), or PAR-equivalent analysis (hereinafter "Habitat Restoration PAR") negotiated with the approved restoration ecologist to calculate the amount of funding necessary to ensure planning and engineering, restoration, monitoring, and legal fees for the establishment and success of mitigation sites subject to this Agreement. The analysis should include but is not limited to funding for adaptive invasive species management, trespass, monitoring, and fire management. Permittee shall submit the results of the Habitat Restoration PAR to CDFW for review and approval.

3.3.6 Mitigation Site Long Term Management Plan. **After CDFW approval of the mitigation Site and no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided,** Permittee shall provide a Long-Term Management Plan (LTMP) to CDFW for review and written approval. The LTMP be implemented in perpetuity and shall be designed to sustain or surpass the habitat quality of the Mitigation Site(s) upon achieving HMMP success criteria as approved by CDFW in writing. At a minimum, the LTMP shall identify: 1) a description of the physical conditions of the Mitigation Site upon achieving HMMP success criteria, including water resources and habitat types, and a map that identifies the location of the site; 2) goals related to sustaining habitat quality, wildlife usage, and overall function of the Mitigation Site; and 3) specific tasks and management strategies proposed to meet those goals, including but not limited to fencing, invasive species management, trash and trespass control, and resource monitoring using a monitoring and management schedule, adaptive management plans, strategies to address foreseeable site disturbances (e.g., dumping, wildfires, unauthorized recreational activities, etc.), and maintenance of signage and fencing. The Permittee shall be responsible for implementing the LTMP and shall submit a Management Report every five years documenting, at a minimum: 1) management activities completed within the previous five-year term,

including: (a) any remedial measures completed, (b) details of invasive species management including: (i) species and location where they were treated and/or removed, (ii) the amount and frequency of removal, and (iii) the techniques used, (c) fencing information (d) resource monitoring, adaptive management strategies developed and how they were implemented, and (d) enforcement activity necessary; 2) an assessment of overall habitat quality within the Mitigation Site, including: (a) any changes to native and non-native vegetation cover, (b) any shifts in habitat type, (c) any loss of habitat cover, (d) any change in water resources, and (e) any new invasive species observed; and 3) an evaluation of the success or failure of management strategies implemented and any changes to management strategies proposed in response to the successes or failures. The Management Report shall include photos documenting the management activities.

3.3.7 Mitigation Site Endowment Fund. Permittee shall ensure that the Mitigation Site is perpetually managed, maintained, and monitored by the land manager as described in this Agreement, the CE, and the LTMP approved by CDFW. After obtaining CDFW approval of the Mitigation Site, Permittee shall provide long-term management funding for the perpetual management of the Mitigation Site by establishing a separate long-term management fund (Endowment) for the site. The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, invasive species control (as needed), monitoring, and other activities on the Mitigation Site consistent with the management plan(s) required by Measure 3.3.4. Endowment as used in this Agreement shall refer to the endowment deposit and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the Mitigation Site according to LTMP. The long-term land manager shall be obligated to manage and monitor the Mitigation Site in perpetuity to preserve their conservation values in accordance with this Agreement, the CE, and the LTMP. Such activities shall be funded through the Endowment.

3.3.8 Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be an entity qualified pursuant to Government Code sections 65965-65968, as amended, and approved in writing by CDFW in its sole discretion. Permittee shall submit to CDFW a written proposal for an Endowment Manager along with a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). CDFW shall notify Permittee in writing of its

approval or disapproval of the proposed Endowment Manager. If CDFW does not approve the proposed Endowment Manager, it shall provide Permittee with a written explanation of the reasons for its disapproval.

3.3.9 Endowment Funds Deposit. After obtaining CDFW written approval of the Mitigation Sites, LTMP, and Endowment Manager, Permittee shall prepare in coordination with the land manager, a Long-Term Management Endowment PAR (or PAR-equivalent analysis) to calculate the amount of funding necessary to ensure the long-term management of the Mitigation Site (Endowment Deposit Amount) consistent with the LTMP and **to fund the grantee for CE monitoring**. The Permittee shall submit to CDFW for review and approval the results of the Long-Term Management Endowment PAR before transferring funds to the Endowment Manager and **no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided.**

3.3.10 Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the Long-Term Management Endowment PAR and adjust for any additional administrative, periodic, or annual fee. The capitalization rate used to calculate the PAR shall be 3.5% or less, unless otherwise approved in writing by CDFW.

3.3.11 Endowment Buffers/Assumptions. Permittee shall include in the Long-Term Management Endowment PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

3.3.11.1 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

3.3.11.2 Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

3.3.11.3 Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

3.3.12 Transfer Long-term Endowment Funds. Permittee shall transfer the Long-Term Endowment Funds to the Endowment Fund Manager upon CDFW approval of the Endowment Deposit Amount identified above **prior to the**

start of Project activities OR within 18 months following start of Project activities if Security is provided. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

3.4 Security. If permanent protection and funding for perpetual management of compensatory habitat is not complete prior to the initiation of Project activities, Permittee shall provide financial security in the form of a Letter of Credit (LOC) (LOC Form provided upon request), or other form of security approved by CDFW, for an amount sufficient for CDFW or its contractors to complete land acquisition, property enhancement/restoration, initial management and site protection, and perpetual management and monitoring of the 1.3-acre Mitigation Site. The LOC shall be submitted to CDFW for approval and shall be executed no later than 30 days prior to initiation of Project activities.

3.4.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC, or other form of security approved by CDFW, to CDFW at the address listed below for review and approval [no later than 60 days prior to initiation of Project activities and] prior to execution of security. The LOC shall not be executed without CDFW's prior approval.

3.4.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC at least sixty (60) days prior to the expiration date.

3.4.3 Execution of LOC. If CDFW will hold a cash security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form. Otherwise, upon execution of the LOC, or other form of security approved by CDFW, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

3.4.4 The LOC, or other form of security approved by CDFW, shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to complete the compensatory mitigation measures of this Agreement.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notification at the Start and End of Work. The Permittee shall notify CDFW, in writing, at least five (5) days prior to re-initiation of Project-related activities and at least five (5) days prior to completion of Project and mitigation activities. Permittee shall document compliance with all pre-Project Conditions of Approval

before starting work through submitting a copy of the MMRP table with notes showing current implementation status and date of completion of each mitigation measure. Notification shall be sent to the email address: R6LSAReporting@wildlife.ca.gov, Reference # EPIMS-RIV-54902-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.

4.2 Reporting. All surveys, pre- and post- construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted in digital copy to R6LSAReporting@wildlife.ca.gov. Please reference # EPIMS-RIV-54902-R6 and cc: Enola.Fulgencio@wildlife.ca.gov. The electronic files shall include GIS shapefiles, along with the appropriate metadata, of the Project area and any mitigation areas. If CDFW requests hard copies of any documentation, Permittee shall mail hard copies to 3602 Inland Empire Blvd., Suite C-220, Ontario, CA 91764, Attn: Lake and Streambed Program. Please reference # EPIMS-RIV-54902-R6.

4.3 List of Designated Biologist(s). The Permittee shall submit a proposed list of Designated Biologist(s) to CDFW for review at least 30 days prior to Project start. CDFW will provide a written response within 21 days of Permittee submittal, unless a shortened review period is otherwise agreed to by CDFW in writing (email or letter). The list may be updated at any time by CDFW or the Permittee with the prior approval of CDFW.

4.4 Nesting Bird and Burrowing Owl Survey Report. Prior to commencement of Project activities addressed by this Agreement, the Permittee shall submit to CDFW the results of pre-construction nesting bird and burrowing owl surveys completed pursuant to this Agreement.

4.5 Nesting Bird Summary Report. Permittee shall prepare and submit to CDFW a summary of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.

4.6 Crotch's Bumble Bee – Habitat Mapping Report. No less than 120 days prior to initiation of activities addressed by this Agreement, Permittee shall submit a baseline habitat report of the project site (including channel side slopes). The report will identify habitat alliances following Sawyer et al. (2009), as well as species composition. A map of habitat alliances will be included in the report and GIS files of the habitat mapping will be submitted to CDFW with the report.

4.7 Crotch's' Bumble Bee – Survey Plan. If habitat mapping identifies the presence of suitable habitat, no less than 90 days prior to initiation of project activities addressed by this Agreement, Permittee shall submit to CDFW for review and

comment a survey plan for Crotch's' bumble bee. The survey plan shall be created in coordination with the Designated Biologist. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's' bumble bee be detected within the project area.

4.8 Crotch's' Bumble Bee – Survey Results. Survey results shall be submitted to CDFW within 30 days completion of survey efforts. The report will be prepared by the Designated Biologist and will describe survey results.

4.9 Diversion Plan. If Project activities are proposed at any time when flowing water is present, or reasonably anticipated, no later than 30 days prior to commencement of Project activities addressed by this Agreement, Permittee shall submit to CDFW for review and approval a detailed water diversion/dewatering plan. Dewatering structures may include the use of sand bags, Port-a dams, water bladder dams, K-rails, or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. Permittee may not commence dewatering of a stream/diversion of water without explicit approval from CDFW.

4.10 Sediment Transport Plan. As part of the Permittee's commitment to the sediment transport function of the Smith Creek watershed and the completion of a Memorandum of Understanding (MOU), the Sediment Transport Plan shall implement a 5-year monitoring plan to ensure that, in the developed condition, the catch basins and corridor are functioning properly and the specified sediment quantities are being conveyed downstream to the property boundary and beyond. Annual reports shall be submitted to CDFW by January 31 each year quantifying the amount (ton/year) of sediment leaving the Project site.

4.11 On-site Resource Updates. Permittee shall provide updates on the status/outcome of any new or previously identified resource, and any adjustments made to applied avoidance, minimization, and mitigation measures, and any other pertinent information. Summaries shall be submitted on a monthly basis during periods of Project activity until Project completion or monitoring is complete. Monitoring reports of any passively relocated species shall also be included. The updates shall be provided to CDFW as a Status Report in EPIMS, and any unsupported file type shall be emailed to the addresses below. CDFW may adjust the rate of updates in writing. If the Project results in the abandonment of or damage to a resource, Permittee shall notify CDFW within 24 hours via phone call or email at the contact information listed below.

4.12 Photo Documentation. The Permittee shall include, at minimum, pre-Project and post-Project color photographs taken from fixed locations of all Project areas within or directly adjacent to stream habitat. Two photo monitoring points shall be established at each stream impact area. Each photo point shall have an unobstructed view of the disturbed streambed area. Photo documentation shall be performed from each photo point prior to Project initiation and after Project completion. These photos shall be included in the Project Completion Report.

4.13 Project Completion Report. Permittee shall provide a Project Completion Report to CDFW via EPIMS no later than one month after the Project is fully completed. The Project Completion Report shall summarize all Project activities including the implementation of all items specified in Section 2 of this Agreement. This report shall include, at minimum, photo documentation, avoidance/minimization measures implemented, biological survey notes (including construction monitoring), and a summary of temporary and permanent restoration efforts with photo documentation. Permittee shall include a copy of the Mitigation and Monitoring Reporting Plan table with notes showing status and date of implementation for each of the mitigation measures. Notification shall be submitted via EPIMS and emailed to: R6LSAReporting@wildlife.ca.gov, please reference Notification No. EPIMS-RIV-54902-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.

4.14 Notification to CNDDB. If any special-status or listed species are/have been observed on or in proximity to the Project site, Permittee shall submit California Natural Diversity Data Base (CNDDB) forms and maps to the CNDDB within five working days of the sightings. The CNDDB form is available online at: https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data. A digital copy of this information shall also be emailed within five days to CDFW. Please reference Notification No. EPIMS-RIV-54902-R6.

4.15 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring, and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

City of Banning
Attn: Nathan Smith
EPIMS-RIV-54902-R6
Sun Lakes Boulevard Extension Project
99 East Ramsey Street
Banning, CA 92220
nsmith@banningca.gov

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
EPIMS-RIV-54902-R6
Sun Lakes Boulevard Extension Project
R6LSAReporting@wildlife.ca.gov
cc: Enola.Fulgencio@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take

of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq*. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the

expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

TERM

This Agreement shall expire on August 6, 2030, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

Exhibit 1. Regional Location of Sun Lakes Boulevard Extension Project (Project)

Exhibit 2. Project Site Map Location of Sun Lakes Boulevard Extension Project (Project)

Exhibit 3. Mitigation Monitoring and management Plan (MMRP)

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit 1

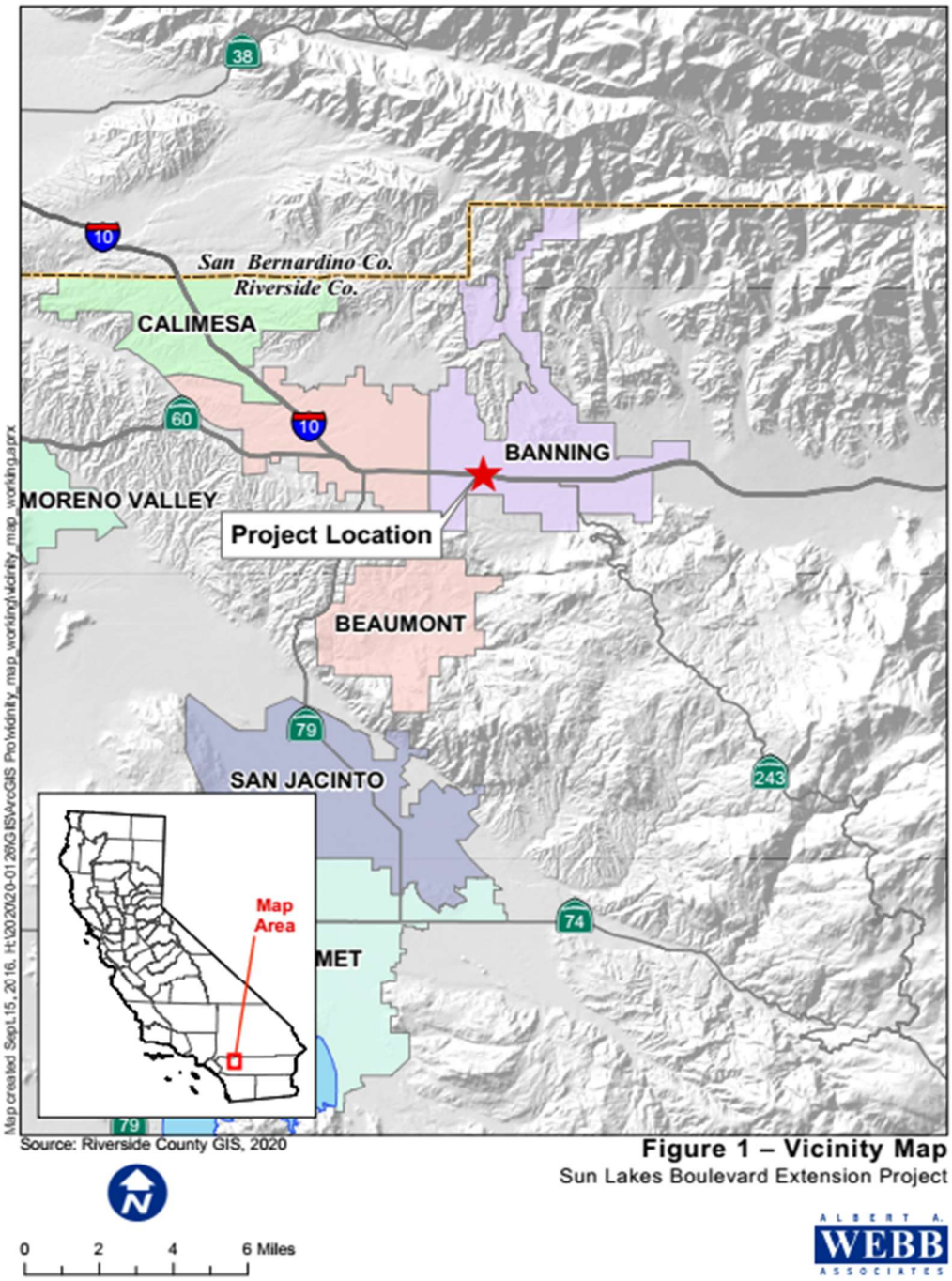

Exhibit 1. REGIONAL LOCATION OF SUN LAKES BOULEVARD EXTENSION PROJECT (PROJECT)

Exhibit 2

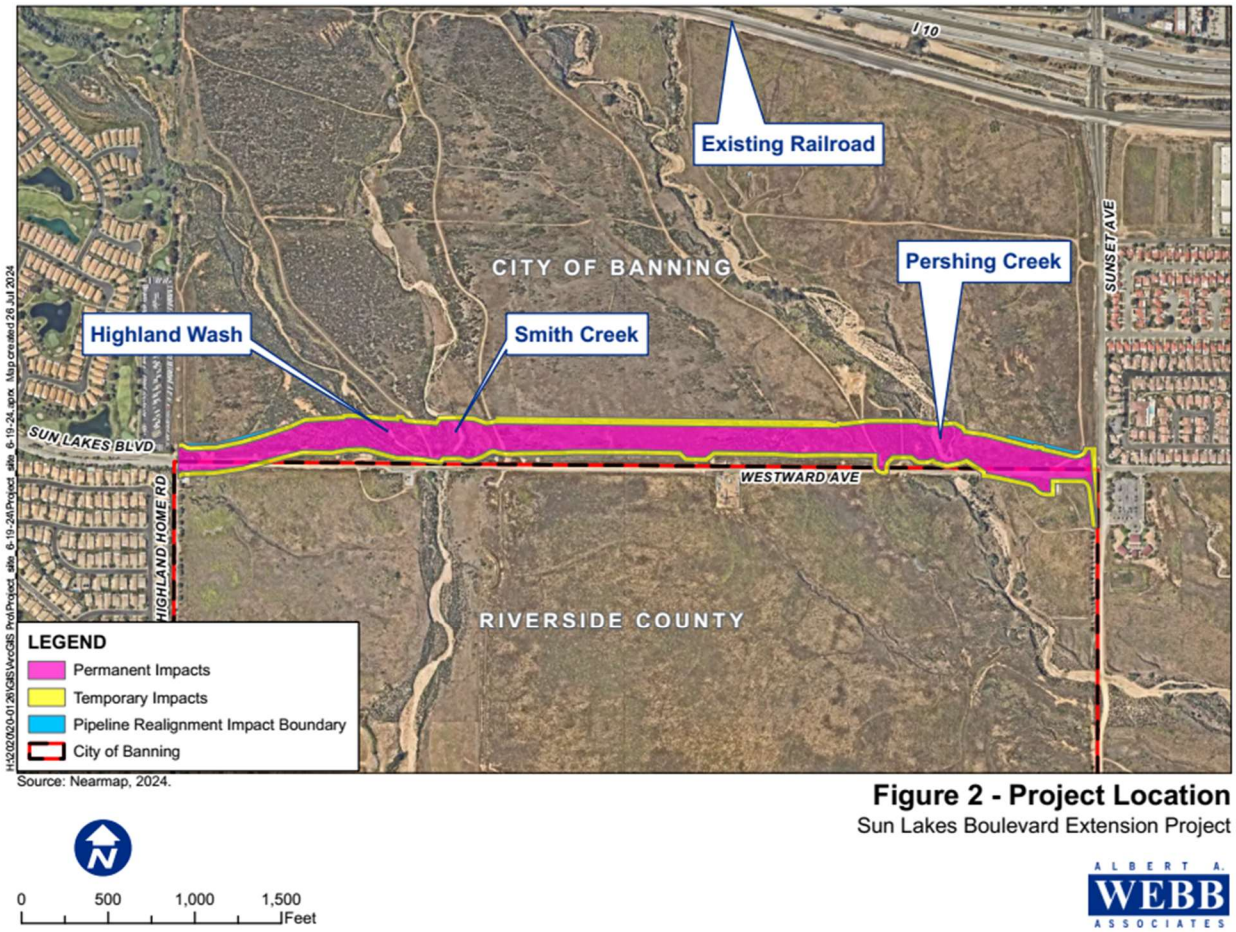

Figure 2 - Project Location
Sun Lakes Boulevard Extension Project

Exhibit 2. PROJECT SITE MAP OF SUN LAKES BOULEVARD EXTENSION PROJECT (PROJECT)

Exhibit 3

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

MITIGATION MONITORING AND REPORTING PLAN (MMRP)

LAKE OR STREAMBED ALTERATION AGREEMENT

LAKE OR STREAMBED ALTERATION AGREEMENT NO. EPIMS-RIV-54902-R6
PERMITTEE: City of Banning
PROJECT: Sun Lakes Boulevard Extension Project

PURPOSE OF THE MMRP
The purpose of the MMRP is to ensure that the impact mitigation measures required by the Department of Fish and Wildlife (CDFW) for the above-referenced Lake or Streambed Alteration Agreement EPIMS No. RIV-54902-R6 (Agreement) are properly implemented, and thereby to ensure compliance with, section 15097 of the California Code of Regulations and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by Fish and Game Code 1600 et seq. is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the Agreement, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE
Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the Agreement itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS
CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

TABLE OF MITIGATION MEASURES

Table 1. The following items are identified for each Mitigation Measure: Mitigation Measure number (#), Mitigation Measure Submittal, Timeline for Submittal, Date Submitted to CDFW, Date Reviewed or Approved by CDFW, and Notes on Status. The # column indicates the mitigation measure number in the Agreement. The Mitigation Measure column summarizes the mitigation, monitoring, and reporting requirements contained in the Agreement. The Timeline column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the entity that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report. The Permittee must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining that status.

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
Pre-project Activities				
1.7	Notify CDFW Prior to Work	Minimum of 5 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.1	Designated Biologist(s) and Biological Monitor(s) (approval)	Minimum of 45 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.5	Delineate Work Area Boundary	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.8	Educational Program	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.8.1	Invasive Species Education Program	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.25	Diversion Plan (approval)	Minimum of 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
2.11.1	Pre-construction Surveys	Three days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.12.1	Focused Survey for Burrowing Owls	30-60 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.12.3	Burrowing Owl Pre-Construction Inspection	Within 3 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.12.2	Burrowing Owl Survey Results	Within 10 days of survey completion and minimum of 21 days before commencing ground- or vegetation-disturbing activities	Permittee	
2.12.5	Burrowing Owl Plan	At least 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.32	Work According to Plans	At least 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	
3.1	Habitat Re-establishment/Rehabilitation – Offsite Mitigation Bank	At least 30 days before commencing ground or vegetation distribution activities	Permittee	
3.3.1	Habitat Protection (approval)	Five months before commencing ground- or vegetation-disturbing activities.	Permittee	
3.3.2	Mitigation Site Conservation Easement (approval)	18 months before commencing ground- or vegetation-disturbing activities.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
3.3.3	Mitigation Site Land Manager (approval)	Four months before commencing ground- or vegetation-disturbing activities or six months following the start of project activities if security is provided.	Permittee	
3.3.5	Habitat Mitigation and Monitoring Plan (approval)	Four months before commencing ground- or vegetation-disturbing activities or six months following the start of project activities if security is provided.	Permittee	
3.3.6	Mitigation Site Long Term Management Plan (approval)	Three months before commencing ground- or vegetation-disturbing activities or seven months following the start of project activities if security is provided.	Permittee	
3.3.9	Endowment Funds Deposit (approval)	Three months before commencing ground- or vegetation-disturbing activities or seven months following the start of project activities if security is provided.	Permittee	
3.3.12	Transfer Long-term Endowment Funds (approval)	Prior to commencing ground- or vegetation-disturbing activities or within 18 months following the start of project activities if security is provided.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
3.4	Security (approval)	At least 30 days prior to the initiation of project activities.	Permittee	
3.4.1	Draft Copy of LOC (approval)	No later than 60 days prior to initiation of project activities and prior to execution of security.	Permittee	
3.4.2	Expiration of LOC	At least 60 days prior to the expiration date.	Permittee	
4.1	Notification at the Start and End of Work	At least 5 days prior to initiation of project-related activities and at least 5 days prior to completion of project and mitigation activities.	Permittee	
4.3	List of Designated Biologist(s) (approval)	At least 45 days prior to initiation of Project-related activities	Permittee	
4.4	Nesting Bird and Burrowing Owl Survey Report	At least one business day prior to commencement of Project activities	Permittee	
4.5	Nesting Bird Summary Report	On a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours	Permittee	
4.11	On-site Resource Updates	On a monthly basis during periods of Project activity until Project completion or monitoring is complete	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
4.9	Diversion Plan (approval)	Minimum of 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	
4.14	Notification to CNDDB	Within 5 working days of the sightings.	Permittee	
During Project Operations				
2.9.1	Excavated Areas	At the end of each workday.	Permittee/ Biologists	
2.11.5	Reporting	No less than once weekly.	Permittee	
2.12.4	Burrowing Owls Observed During Construction	During project implementation and construction.	Permittee	
3.1	Habitat Rehabilitation and/or Restoration – On-site (Mitigation Site Temporary and Permanent)	Within 18 months of starting project activities if security is provided.	Permittee	
Post-project Activities				
4.13	Project Completion Report.	No later than one month after the Project is fully completed.	Permittee	

WASTE DISCHARGE REQUIREMENTS FOR DREDGED OR FILL DISCHARGES TO WATERS OF THE STATE

ORDER R7-2025-0014

Effective Date: June 3, 2025

Program Type: Fill/Excavation

Project Type: Roads and Highways

Project: Sun Lakes Boulevard Extension Project
Regulatory Measure ID: 459421
WDID: 7A333292001
Place ID: 897966

Applicant: City of Banning Public Works Department

Applicant Contact: Nathan (Ate) Smith
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Colorado River Basin Water Board Contact Person:

If you have any questions, please call the Colorado River Basin Regional Water Quality Control Board (Colorado River Basin Water Board) staff contact listed above or (760) 346-7491 and ask to speak with the 401 Water Quality Certification Program Manager.

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I. Order

This Order for Waste Discharge Requirements (Order) is issued at the request of the City of Banning Public Works Department (Permittee) for the Sun Lakes Boulevard Extension Project (Project). This Order is for the purpose described in the application for this Order and supplemental information submitted by the Permittee. The application was received on December 5, 2024. Supplemental information was requested on January 3, 2025. Supplemental information was received on January 17, 2025. The application was deemed complete on January 21, 2025.

II. Public Notice

The Colorado River Basin Water Board has notified the Permittee and all known interested agencies and persons of its intent to issue Waste Discharge Requirements (WDRs) for this discharge and has provided them with an opportunity for a public meeting and to submit comments. The Colorado River Basin Water Board, in a public meeting, heard and considered all comments pertaining to this discharge.

III. Project Purpose

The Project purpose is to construct a new arterial highway segment that connects two existing roads in the City of Banning.

IV. Project Description

The Project involves construction of a new section of Sun Lakes Boulevard between South Highland Home Road and Sunset Avenue. Sun Lakes Boulevard will be an east-west arterial highway with two eastbound and two westbound lanes, a raised median, bike lanes, sidewalks, and intersection improvements. The Project will relocate approximately 13 power poles and various other utilities including portions of three steel pipelines that convey petroleum, natural gas, and telecommunications.

Sun Lakes Boulevard will cross Highland Wash, Smith Creek, and Pershing Creek from west to east. Multi-cell reinforced concrete box culverts, designed to minimally impact existing ephemeral flows, will be installed at each crossing. Straight wing walls with concrete and riprap aprons will be constructed at the upstream end of the culverts. Vertical wing walls and concrete aprons with concrete maintenance access ramps will be constructed at the downstream end of the culverts. Concrete swales and trapezoidal channels will intercept and route stormwater to Smith Creek and Pershing Creek consistent with the City of Banning's Master Drainage Plan. Catch basins fitted with approved filters will capture and treat post-construction debris and runoff from the new roadway. The Project design was developed in coordination with the California Department Fish and Wildlife and the U.S. Fish and Wildlife Service to avoid impacts to sediment transport in this reach of the stream channels.

The Project is consistent with the City of Banning's Circulation Element that was amended in January 2020 through General Plan Amendment (GPA) 19-2502. This GPA modified the previous Circulation Element (GPA 16-2501) by changing the alignment of Sun Lakes Boulevard to its current alignment north (upstream) of

Westward Avenue. Westward Avenue is an existing unpaved dirt road with concrete Arizona crossings and pipe culverts currently in place at Highland Wash, Smith Creek, and Pershing Creek. Westward Avenue will not be modified by this Project.

V. Project Location

The Project site is located in the western portion of the City of Banning, south of Interstate 10 (I-10), between the intersections of South Highland Home Road to the west and Sunset Avenue to the east, and north of Westward Avenue in Riverside County, California. Maps showing the Project location are in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Colorado River Basin Water Board. Receiving waters and groundwater potentially impacted by the Project are protected in accordance with the Water Quality Control Plan for the Colorado River Basin Region (www.waterboards.ca.gov/coloradoriver/water_issues/programs/basin_planning/) (Basin Plan) and other Plans and Policies (www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing, intermittent, and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact locations and quantities are in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

The Project will temporarily and permanently impact jurisdictional waters of the state within washes (ephemeral streams).

Total Project fill/excavation quantities for all impacts are summarized in Table 1. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological conditions.

Table 1: Total Project Fill/Excavation Quantity

Temporary Impact[1]	Permanent Impact - Physical Loss of Area	Permanent Impact - Degradation of Ecological Condition Only
0.09 acres (187 linear feet)	0.37 acres (748 linear feet)	N/A

VIII. Compensatory Mitigation

The Permittee will provide compensatory mitigation for the authorized impacts to waters of the state at a ratio of 3:1 for permanent impacts and 2:1 for temporary impacts by preserving and enhancing 1.3 acres of in-kind waters of the state via permittee-responsible compensatory mitigation.

IX. California Environmental Quality Act (CEQA)

On November 12, 2024, the City of Banning, as lead agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the Project (State Clearinghouse [SCH] No. 2024090237) and filed a Notice of Determination with the SCH on November 14, 2024.

As a responsible agency under CEQA (Pub. Resources Code, § 21069), the Colorado River Basin Water Board has reviewed and considered the environmental documents prepared by the City of Banning and finds that they adequately address the Project's water resource impacts (Cal. Code of Regs., tit. 14, § 15096, subd. (f)). Pursuant to CEQA (Cal. Code of Regs., tit. 14, § 15096, subd. (h)), the Colorado River Basin Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

[1] Includes only temporary direct impacts to waters of the state and does not include areas of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

X. Petitions for Review

Any person aggrieved by the Colorado River Basin Water Board action may petition the State Water Board for review in accordance with Water Code section 13320 and California Code of Regulations, title 23 (Title 23), section 2050 et seq. The State Water Board must receive the petition by 5:00 p.m. on the 30th day after the adoption date of this Order; if the 30th day falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the statutes and regulations applicable to filing petitions are available on the State Water Board's website and can be provided upon request.

XI. Fees Received

An application fee of $4,212 and the project fee of $13,058, based on total Project impacts, were received on December 5, 2024. The fee amounts were determined as required by the California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and were calculated as a Category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

XII. Conditions

The Colorado River Basin Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed(s) of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Table 1.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment E, including specifications for photo and map documentation during the Project.

Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment E, which must be signed by the Permittee or an authorized representative.

1. Project Reporting

a. Monthly Reporting:

The Permittee must submit a Monthly Report to the Colorado River Basin Water Board on the 15th day of each month for the duration of the construction phase. Monthly reporting shall continue until the Colorado River Basin Water Board issues a Notice of Project Complete Letter to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.

b. Annual Reporting:

The Permittee must submit an Annual Report including activities conducted for the previous fiscal year (July 1 - June 30) to the Colorado River Basin Water Board on the 1st of September. Annual Reports must be submitted even if Project construction has not begun. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.

c. Other Reporting:

If pollutants are observed in surface water, the Permittee shall submit a report to the Colorado River Basin Water Board within 30 days after encountering the pollutants and describe actions taken to correct the problem and provide photographic documentation that supports the information in the report.

If repairs are required, the Permittee shall take pictures of the area where work needs to take place, documenting the before and after conditions of the area, and shall maintain a daily log for each site where work is taking place pursuant to this Order, while the Permittee conducts its repair activities. The log shall:

- Provide a general description of the repair work;
- Specify the date and daily starting and ending time for the repair work;
- Note key weather conditions (e.g., temperature, wind speed and direction, precipitation, if any);
- Include notes from visual observations regarding the presence/absence of construction debris/trash (e.g., discarded filter fiber) and used oil (e.g., oil that leaks from construction equipment) in the area where the work has taken place.

Within 30 days following completion of all repair work, the Permittee shall submit to the Colorado River Basin Water Board a summary report of the key daily log entries. The summary report shall include the above-mentioned before and after pictures of the conditions of the area and shall be signed by the Permittee's Project Manager.

2. Project Status Notifications

a. Commencement of Construction:

The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to the start of initial ground disturbance activities.

b. Request for Notice of Completion of Discharges Letter:

The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Colorado River Basin Water Board staff within 30 days following completion of all Project construction activities. Upon

acceptance of the request, Colorado River Basin Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period and associated annual fees.

c. Request for Notice of Project Complete Letter:

The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete[2], and no further Project activities will occur. This request shall be submitted to Colorado River Basin Water Board staff within 30 days following completion of all Project activities. Upon approval of the request, the Colorado River Basin Water Board staff will issue a Notice of Project Complete Letter to the Permittee and prepare a draft order terminating this Order for approval by vote of the Colorado River Basin Water Board. Board approval of the termination will end the post discharge monitoring period and associated annual fees.

3. Conditional Notifications and Reports

The following notifications and reports are required as appropriate:

a. Accidental Discharges of Hazardous Materials[3]:

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Wat. Code, § 13271):

i. As soon as (A) the Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, then:

- First call - 911 (to notify local response agency)
- Then call - Office of Emergency Services (OES) State Warning Center at: (800) 852-7550 or (916) 845-8911

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[2] Completion of post-construction monitoring shall be determined by Colorado River Basin Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria.

[3] "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment (Health and Saf. Code § 25501).

- Lastly, follow the required OES procedures as set forth in the California Hazardous Materials Spill/Release Notification Guidance (www.caloes.ca.gov/wp-content/uploads/Fire-Rescue/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf)

ii. Following notification to OES, the Permittee shall notify the Colorado River Basin Water Board, as soon as practicable (ideally within 24 hours). Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.

iii. Within five (5) working days of notification to the Colorado River Basin Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

i. The Permittee shall notify the Colorado River Basin Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.

ii. Examples of noncompliance events include lack of storm water treatment following a rain event, discharges causing a visible plume in a water of the state, and runoff from water contact with uncured concrete.

iii. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work:

i. The Permittee shall notify the Colorado River Basin Water Board at least 48 hours prior to initiating work in water or stream diversions. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.

ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Colorado River Basin Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Colorado River Basin Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state, or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Colorado River Basin Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Colorado River Basin Water Board in accordance with the following terms:

i. The Permittee must notify the Colorado River Basin Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Colorado River Basin Water Board at least 10 days prior to the transfer of ownership.

ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction best management practices (BMPs) is legally transferred, the Permittee must submit to the Colorado River Basin Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Colorado River Basin Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. General:

If surface water is present, continuous visual surface water monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete).

2. Accidental Discharge/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Colorado River Basin Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

For projects involving planned work in water or stream diversions, a water quality monitoring plan shall be submitted to Colorado River Basin Water Board staff for acceptance at least 30 days in advance of any discharge to the affected water body. Water quality monitoring shall be conducted in accordance with the approved plan. Sampling shall be conducted in accordance with Table 2 sampling parameters, and work in water or stream diversionary discharge(s) to waters of the state shall conform to the following water quality standards[4] at a minimum. In the event that water quality sampling shows an exceedance of water quality objectives, notify the Colorado River Basin Water Board in the Monthly Report.

[4] Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations part 136. Where no methods are specified for a given pollutant, the method shall be approved by Colorado River Basin Water Board's Executive Officer. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a USEPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite

Table 2: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency	Water Quality Objective
Oil and Grease	N/A	Visual	Continuous	25 mg/L
Dissolved Oxygen	mg/L and % saturation	Grab	Every 4 hours	≥ 5 mg/L
pH	Standard Units	Grab	Every 4 hours	6 - 9
Turbidity	NTU	Grab	Every 4 hours	Narrative[5]
Temperature	°F (or as °C)	Grab	Every 4 hours	Narrative[6]

4. **Post-Construction:**

   The Permittee shall visually inspect the Project site following each rain event of greater than 0.1 inches that produces a discharge for five (5) years to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, the Permittee shall contact the Colorado River Basin Water Board staff member overseeing the Project within three (3) working days. The Colorado River Basin Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13320, and Title 23, division 3, chapter 6 commencing with section 2050. Additionally, the Colorado River Basin Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Colorado River Basin Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or

[5] Waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses.

[6] The natural receiving water temperature of surface waters shall not be altered by discharges of waste unless it can be demonstrated to the satisfaction of the Regional Water Board that such alteration in temperature does not adversely affect beneficial uses.

approved pursuant to the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. § 1313).

2. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.

E. General Compliance

1. The Colorado River Basin Water Board reserves the right to take any enforcement action authorized by law. Accordingly, failure to timely comply with any provisions of this Order may subject the Discharger to enforcement action. Such actions include, but are not limited to, the assessment of administrative civil liability pursuant to Water Code sections 13323, 13268, and 13350, a Time Schedule Order (TSO) issued pursuant to Water Code section 13308, or referral to the California Attorney General for recovery of judicial civil liability.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plan by the Colorado River Basin Water Board or in any applicable State Water Board water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Colorado River Basin Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. Additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.
4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
5. **Construction General Permit Requirement**: The Permittee shall maintain compliance with conditions described in and required by the *National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities* (Order No. 2022-0057-DWQ; NPDES No. CAS000002).

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment D of this Order.

2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C. §§ 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
3. The Permittee shall grant Colorado River Basin Water Board staff or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
   - **a.** Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
   - **b.** Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
   - **c.** Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
   - **d.** Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. **Lake and Streambed Alteration Agreement** - The Permittee shall submit a signed copy of the Department of Fish and Wildlife's Lake and Streambed Alteration Agreement to the Colorado River Basin Water Board immediately upon execution and prior to any discharge to waters of the state.

G. Construction

Good Site Management "Housekeeping"

1. The Permittee shall follow good site management "housekeeping" and implement erosion control, sediment control, and other construction-related best management practices (BMPs) depicted in Table 3 below.

2. All ground-disturbing activities (work area preparation, grading, clearing, grubbing, trenching, construction, and decommissioning activities) shall comply with biological monitoring standards outlined in the issued Streambed Alteration Agreement or other Department of Fish and Wildlife agreement and be subject to approval by the Colorado River Basin Water Board.
3. The area of vegetation and soil disturbance shall be restricted to the smallest extent possible.
4. After completing construction activities, any disturbed areas shall be restored to pre-existing contours and conditions to the extent feasible.

Table 3: BMPs

Type of BMP	BMP	Application
Construction BMPs	Erosion control	Implement erosion control BMPs to mitigate soil erosion, minimize soil loss from wind erosion, and to reduce air pollution during construction activities for all disturbed areas. Examples: mulch, straw, wood chips, soil application, lot perimeter protection per county standards, bonded fiber matrix or stabilized fiber matrix, physical stabilization erosion control blanket.
	Velocity reduction	Implement velocity reduction BMPs to reduce water/runoff velocity. Examples: energy dissipater outlet protection.
	Sediment control	Implement sediment control BMPs to remove sediment loads from runoff generated within the construction site for all disturbed areas. Examples: silt fence, fiber rolls, gravel bags, dewatering filtration.
	Off-site sediment tracking control	Implement off-site sediment tracking control BMPs for reducing the transport of sediment on tires off, and within, construction site. Examples: stabilized construction entrance, construction road stabilization, entrance/exit tire wash, entrance/exit inspection and cleaning facility.

Type of BMP	BMP	Application
	General site and materials management	Implement general site and materials management BMPs for materials and waste management. Examples: material delivery and storage management, spill prevention and control, concrete waste management, solid waste management, sanitary waste management, hazardous waste management.
Low Impact Development (LID)	Conservation of natural drainages	Implement LID BMPs to conserve natural drainages. Examples: minimize disturbances of natural areas, construct in least environmentally sensitive areas.
	Minimize disturbances to natural drainages	Implement LID BMPs to minimize disturbances to natural drainages. Examples: avoid disturbing natural swales and topographic depressions, construction setback from creeks.
	Minimize impervious surfaces	Implement LID BMPs to reduce impervious surfaces through efficient site design. Examples: preserve existing vegetation, permeable roads with minimum widths.
	Minimize soil compaction	Implement LID BMPs to minimize soil compaction. Examples: protect native soil and vegetation from construction equipment.
	Drain runoff from impervious surfaces to pervious areas	Implement LID BMPs to drain runoff from impervious surfaces to pervious areas.
	Hydrologic design	Implement LID BMPs for optimizing hydrologic design. Examples: infiltration trenches or basins, depression areas for infiltration, bio-filters such as vegetated or rock swales.
	Permeable pavement design	Implement LID BMPs using permeable pavement design. Examples: pervious concrete, permeable asphalt concrete/pavers, granular material.

Type of BMP	BMP	Application
	LID road design	Implement LID BMPs for road design. Examples: permeable roads, reduction of overall road coverage, direct runoff to vegetated swales.
Post-Construction BMPs	Protection of channel banks/manufactured slopes	Implement channel protection BMPs to protect banks of the channels as well as the slopes.
	Outlet protection	Implement outlet protection BMPs to reduce discharge/water velocity. Examples: energy dissipater outlet protection, velocity dissipation devices.

Hazardous Materials

5. No toxic and/or hazardous materials shall be stored near or within wash/drainage areas. To the extent practicable, these materials shall be stored offsite and placed in appropriate secondary containment.
6. Spoil sites shall not be located where spoil could be washed back into the stream channel or where spoil covers aquatic or riparian vegetation. Any materials placed in seasonally dry portions of the drainage areas that could be washed downstream or could be harmful to aquatic life shall be removed from the streambed prior to inundation by high flows.
7. No fueling or maintenance of equipment or vehicles shall occur adjacent or within the wash/drainage areas.

Roads

8. Work and staging areas and temporary access routes shall be sized, located, and flagged to limit potential impacts to natural areas. Previously disturbed areas shall be used to the extent feasible.

Sediment Control

9. The Permittee shall implement sediment control BMPs to remove sediment loads from runoff generated within the construction site for all disturbed areas.
10. The Permittee shall implement off-site sediment tracking control BMPs for reducing the transport of sediment on tires off and within the construction site.

Stabilization/Erosion Control

11. The Permittee shall implement erosion control BMPs to mitigate soil erosion, minimize soil loss from wind erosion, and to reduce air pollution during construction activities for all disturbed areas.

Stormwater

12. Work that may cause sediment discharge into ephemeral dry washes or stream channels shall not be conducted during rain events.

13. The Permittee shall develop and implement a Stormwater Pollution Prevention Plan (SWPPP) that complies with the requirements of the State Water Board's Construction General Permit.

14. Post-construction, the Permittee shall implement channel protection BMPs to protect banks of the channels as well as the slopes.

15. Post-construction, the Permittee shall implement outlet protection BMPs to reduce discharge/water velocity. Examples: energy dissipater outlet protection, velocity dissipation devices.

H. Mitigation for Permanent Impacts

1. Total Required Compensatory Mitigation

a. The Permittee is required to provide compensatory mitigation for authorized impacts to waters of the state through the preservation and enhancement of 1.3 acres of waters of the state within washes (ephemeral streams) via permittee-responsible compensatory mitigation.

b. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 4.

Table 4: Required Project Compensatory Mitigation for Permanent Impacts

Aquatic Resource Type[7]	Compensatory Mitigation Type[8]	Est.[9]	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	PR	N/A	N/A	N/A	N/A	1.3 acres	N/A

[7] Aquatic resource type may be Lake, Ocean/Bay/Estuary, Riparian Zone, Stream Channel, Vernal Pool, Wetland, or Unknown.

[8] Compensatory mitigation type may be In-Lieu Fee Credits (ILF), Mitigation Bank Credits (MB), or Permittee-Responsible (PR).

[9] Compensatory mitigation method may be Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), or Unknown.

2. **Draft Compensatory Mitigation Plan**

   a. The Permittee has submitted a draft compensatory mitigation plan dated January 9, 2025 as part of a complete application. The Permittee shall provide a final compensatory mitigation plan for review and approval by Water Board staff prior to any impacts to waters of the state. Impacts to waters of the state are not authorized and shall not occur until a final compensatory mitigation plan has been approved by Water Board staff. Upon approval by Water Board staff, the Permittee shall implement the approved plan.

   b. The final compensatory mitigation plan shall include all plan elements as outlined in the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State and the State Supplemental Dredge or Fill Guidelines, Subpart J – Compensatory Mitigation for Losses of Aquatic Resources.

3. **Permittee-Responsible Compensatory Mitigation Responsibility**

   a. Permittee-responsible compensatory mitigation shall be completed within 18 months of authorized impacts.

   b. The Permittee is responsible for the required compensatory mitigation in perpetuity. However, the Permittee may transfer the compensatory mitigation requirements associated with long-term management when the following conditions have been met:

      i. Performance standards are met.

      ii. A Transfer Agreement to a third party has been approved by Water Board staff.

      iii. An endowment fund has been provided by the Permittee to a third party for management in perpetuity of the mitigation site.

      iv. A conservation easement, deed restriction, or other appropriate restrictive covenant for the mitigation site has been recorded and approved by Water Board staff.

   c. Transfer of Long-Term Permittee-Responsible Compensatory Mitigation and Management Responsibility

      i. A transfer agreement shall be submitted from an authorized representative of the new party (transferee) for acceptance by Water Board staff. This agreement shall demonstrate acceptance and understanding of the responsibility to comply with and fully satisfy the required compensatory mitigation and long-term management conditions. Failure to comply with the mitigation conditions and associated requirements may subject the transferee to enforcement by the Water Board under Water Code section 13385, subdivision (a).

ii. Notification of transfer of responsibilities meeting the above condition must be provided to the Water Board staff. A draft transfer agreement shall be submitted to Water Board staff no less than 30 days prior to the transfer of the mitigation responsibility. A final transfer agreement shall be submitted to Water Board staff within 30 days of the completion of the transfer.

I. Mitigation for Temporary Impacts

1. Restoration of Temporary Impact Areas

a. The Permittee shall restore all areas of temporary impacts to waters of the state and all Project site upland areas of temporary disturbance which could result in a discharge to waters of the state to pre-Project conditions according to the approved Restoration Plan dated January 9, 2025, and incorporated herein by reference.

XIII. Conclusion

I, MICHAEL PLACENCIA, Executive Officer, hereby certify that the following is a full, true, and correct copy of the order adopted by the California Regional Water Quality Control Board, Colorado River Basin Region, on June 3, 2025.

Original Signed By

Michael Placencia
Executive Officer
Colorado River Basin
Regional Water Quality Control Board

Attachment A Maps
Attachment B Receiving Waters, Impact, and Mitigation Information
Attachment C CEQA Findings
Attachment D Signatory Requirements
Attachment E Reporting Requirements

Attachment A
Project Maps

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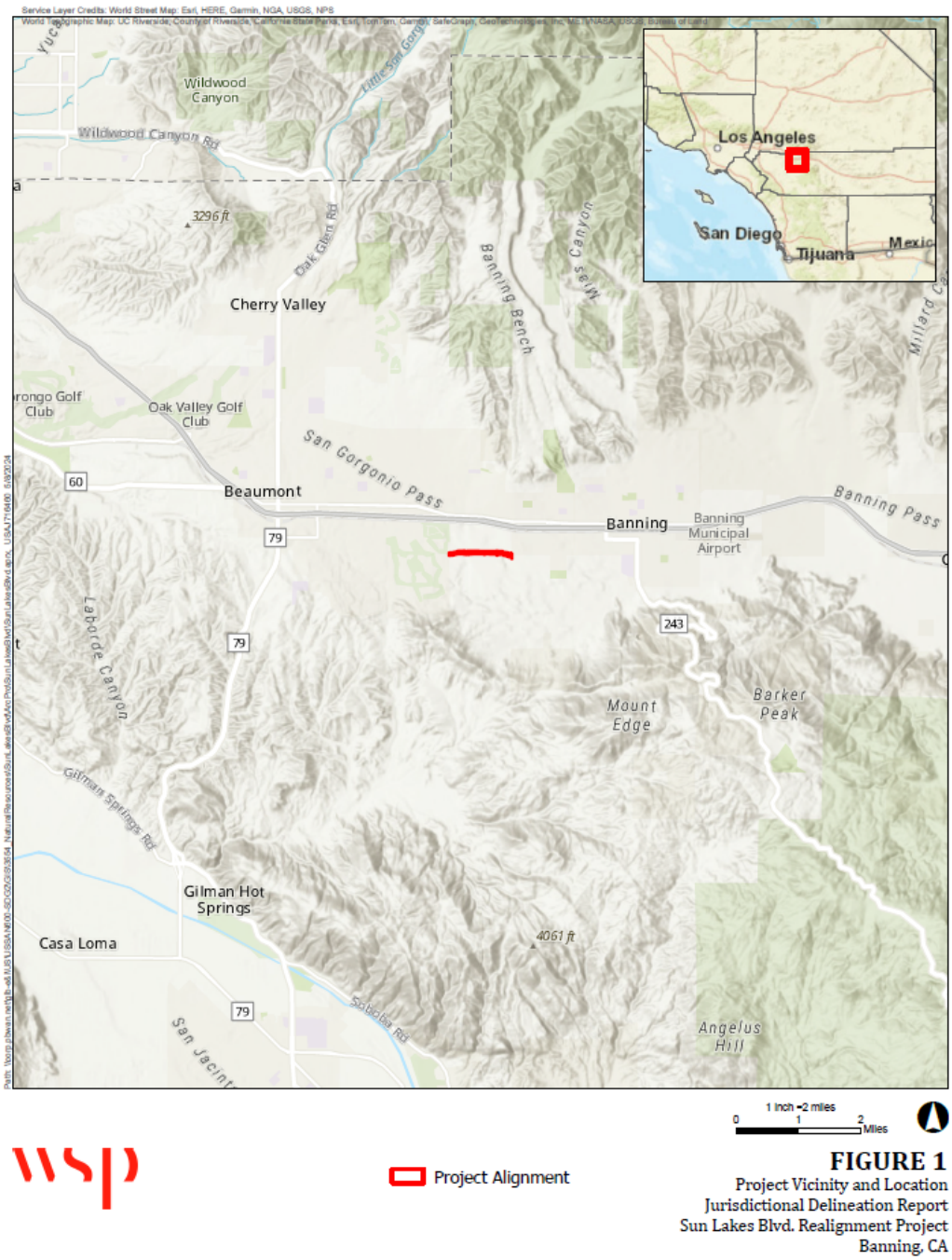


Figure 1: Regional map showing the Project location.[10]

[10] Figures and photos submitted with the Application for Waste Discharge Requirements for Dredged or Fill Discharges to Waters of the State and supplemental materials for the Sun Lakes Boulevard Extension Project received by Colorado River Basin Regional Water Quality Control Board on December 5, 2024.

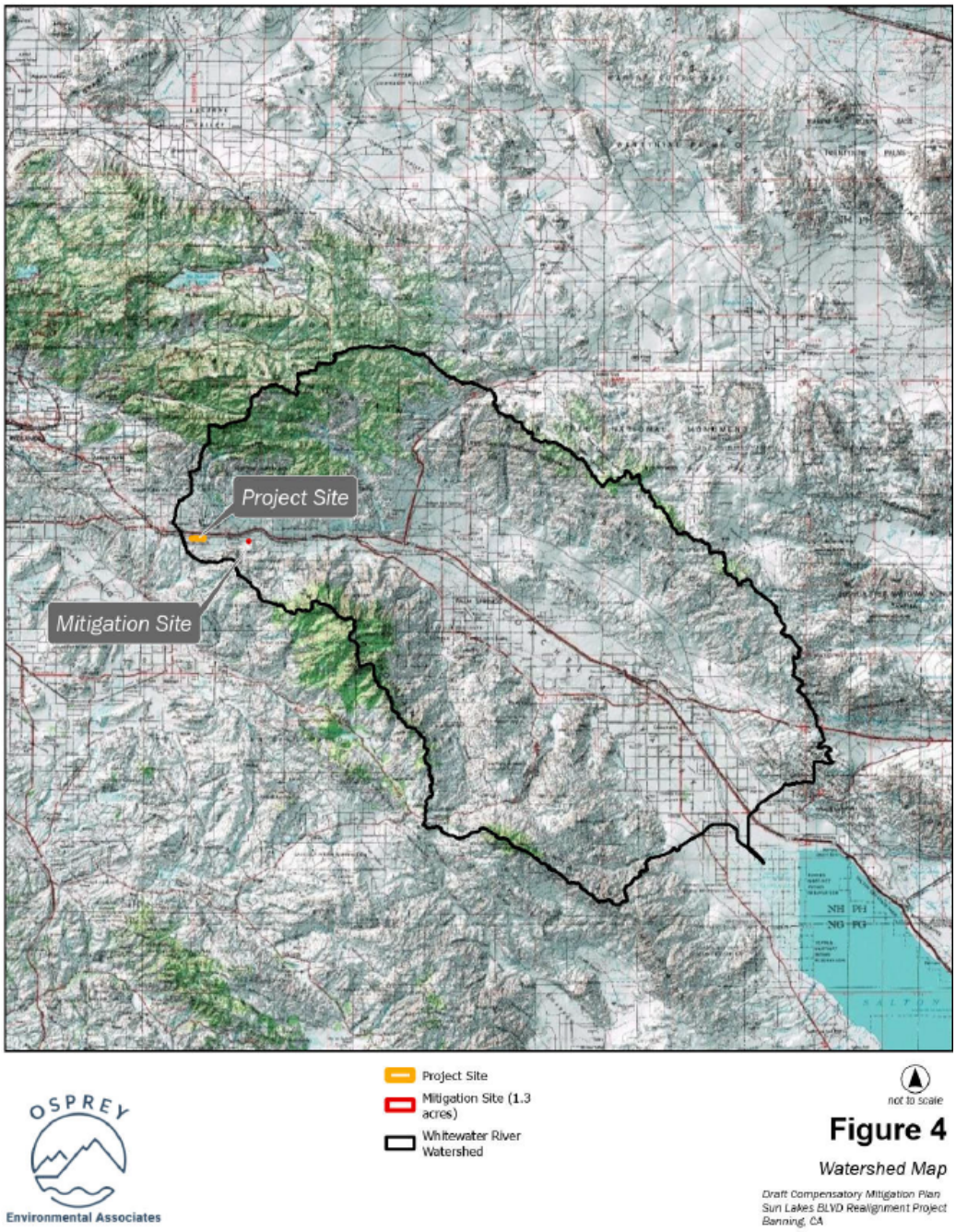
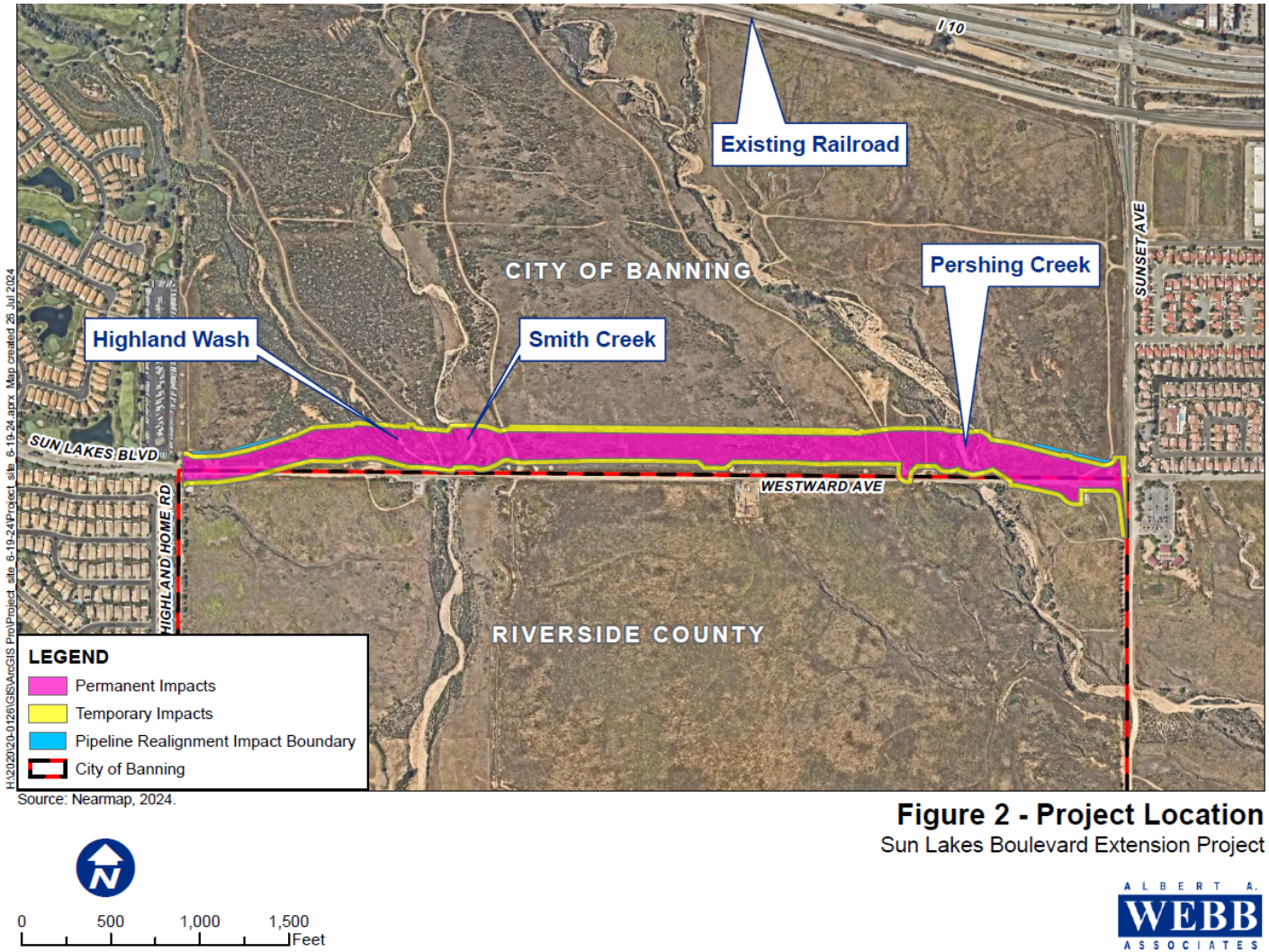


Figure 2: Regional map showing the Project site and mitigation site locations within the Whitewater Hydrologic Unit (719.0).



Source: Nearmap, 2024.

Figure 2 - Project Location
Sun Lakes Boulevard Extension Project

0 500 1,000 1,500 Feet

ALBERT A. WEBB ASSOCIATES

Figure 3: Temporary and permanent impacts and stream channels in the Project area.

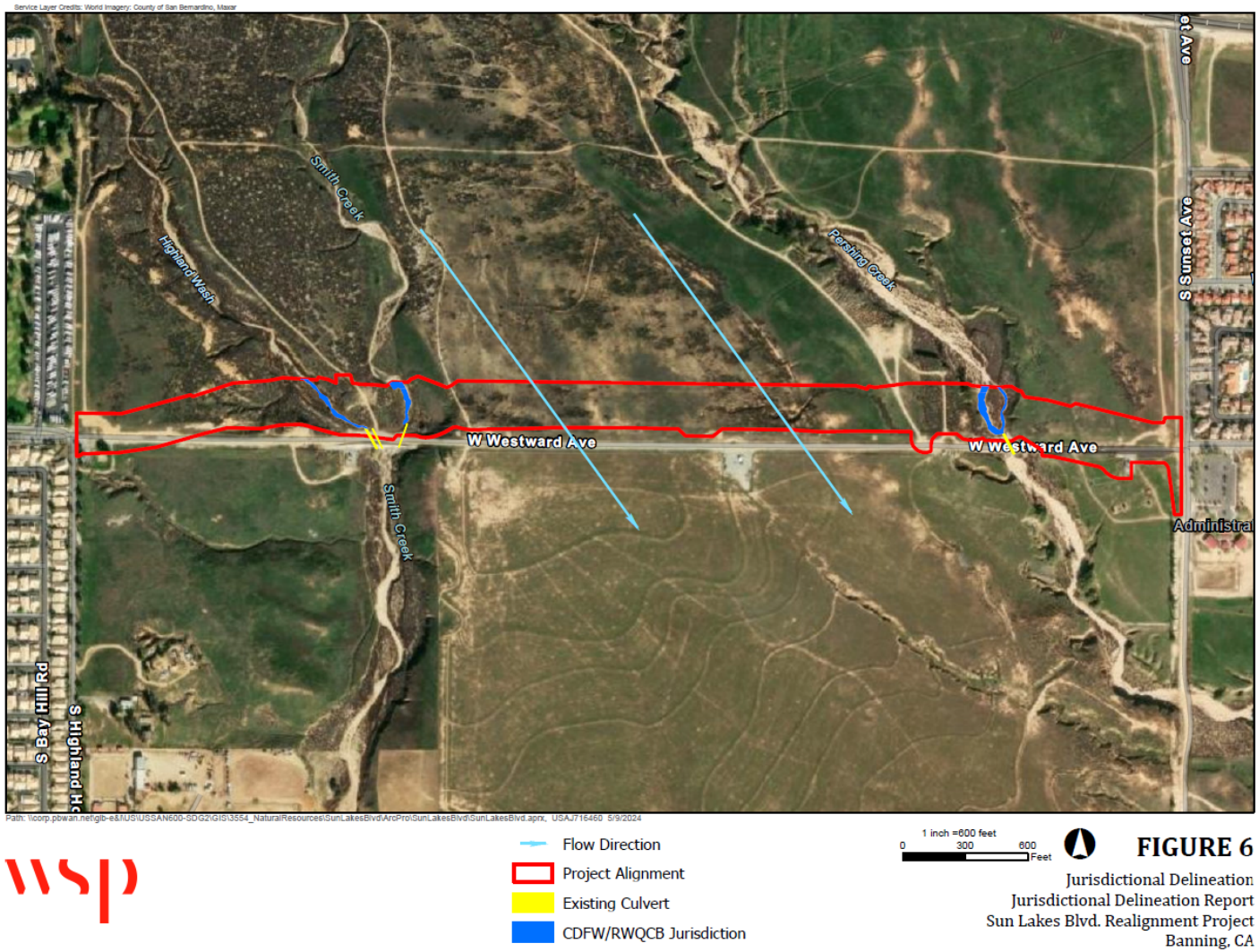
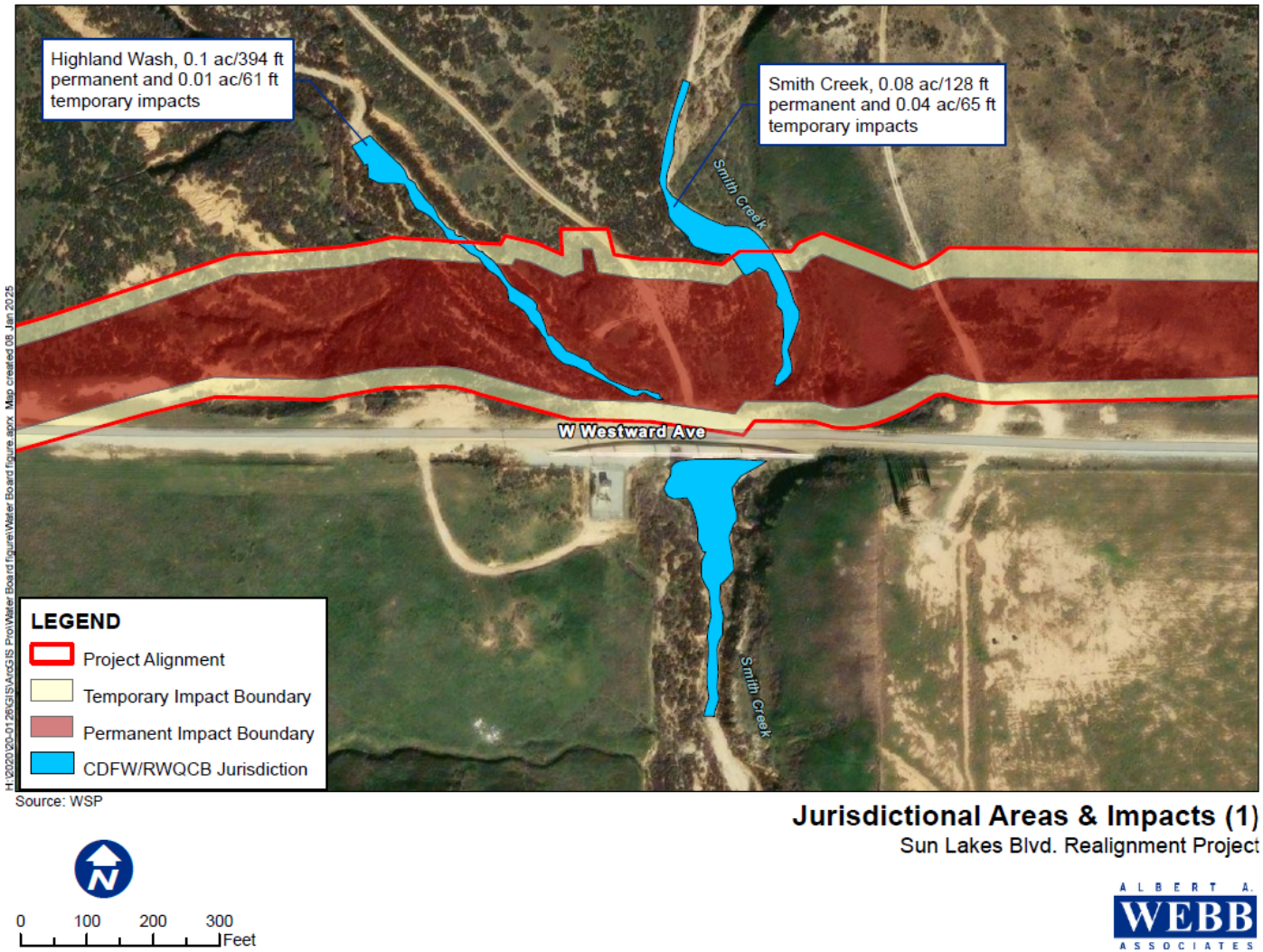


Figure 4: Waters of the state, flow direction, and existing culverts in the Project area.



Jurisdictional Areas & Impacts (1)
Sun Lakes Blvd. Realignment Project

Figure 5: Temporary and permanent impacts to waters of the state in the western portion of the Project.

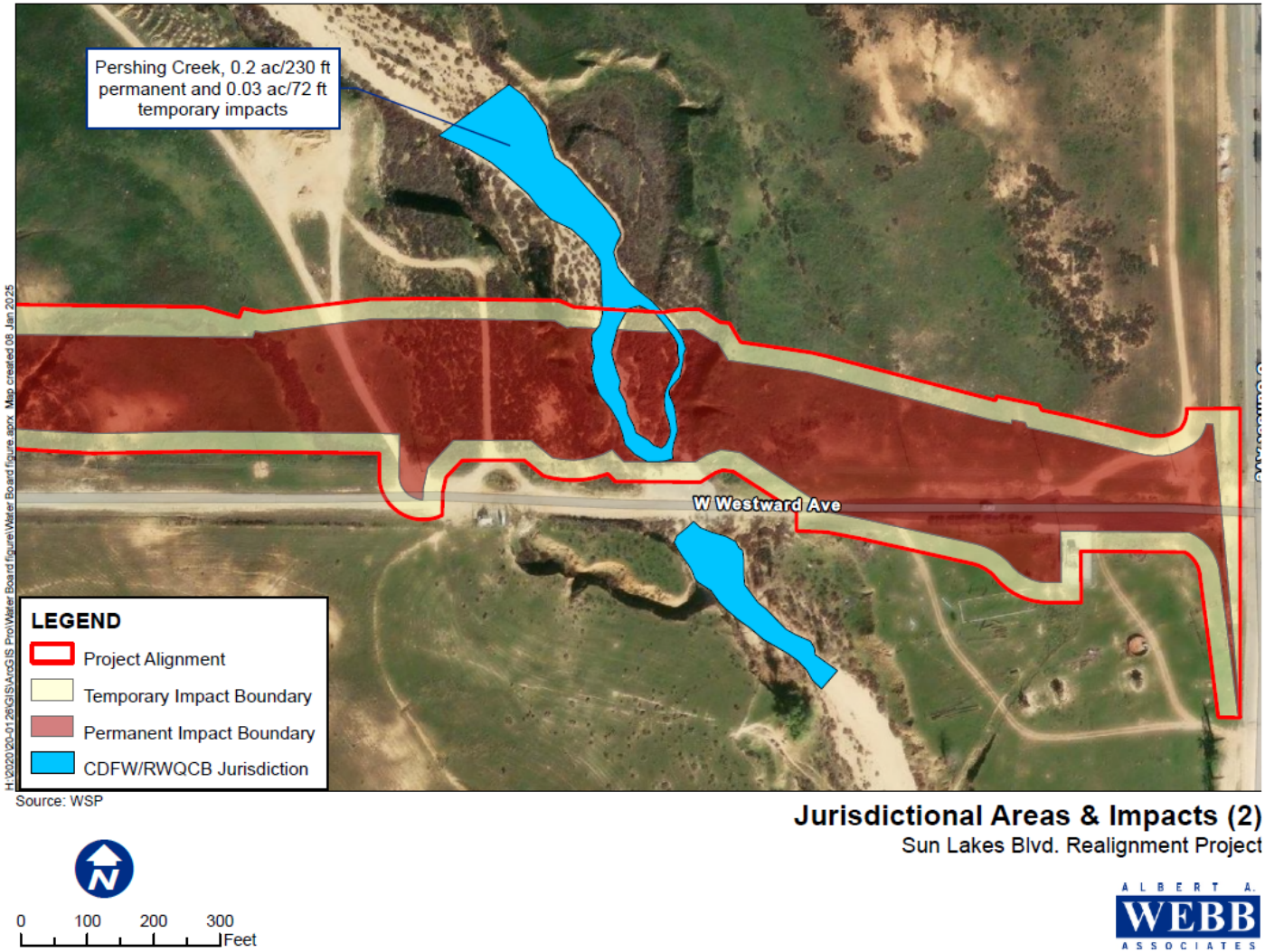


Figure 6: Temporary and permanent impacts to waters of the state in the eastern portion of the Project.

Figure 7: Photo showing Highland Wash upstream of the Project area.

Figure 8: Photo showing Highland Wash downstream of the Project area.

Figure 9: Photo showing Smith Creek downstream of the Project area.

Figure 10: Photo showing Pershing Creek upstream of the Project area.

Figure 11: Photo showing the existing Pershing Creek crossing and Westward Avenue downstream of the Project area.

Attachment B
Receiving Waters, Impact, and Mitigation Information

Receiving Waters

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information

Impact Site ID	Waterbody Name	Impacted Aquatic Resource Type[11]	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses[12]	303(d) Listing Pollutant	eCRAM ID
1	Highland Wash	Stream Channel	Whitewater (719.0)	Wash (Ephemeral Stream)[13]	FRSH[14], GWR, REC II, WARM[15], WILD	N/A[16]	N/A[17]
2	Smith Creek	Stream Channel	Whitewater (719.0)	Wash (Ephemeral Stream)	FRSH, GWR, REC II, WARM, WILD	N/A	N/A
3	Pershing Creek	Stream Channel	Whitewater (719.0)	Wash (Ephemeral Stream)	FRSH, GWR, REC II, WARM, WILD	N/A	N/A

[11] Aquatic resource type may be Lake, Ocean/Bay/Estuary, Riparian Zone, Stream Channel, Vernal Pool, Wetland, or Unknown.

[12] Beneficial uses for Washes (Ephemeral Streams) in the West Colorado River Basin described in the Water Quality Control Plan for the Colorado River Basin Region (Basin Plan). All beneficial uses are Intermittent.

[13] Including the section of ephemeral flow in the Whitewater River Storm Water Channel and Coachella Valley Storm Water Channel from Indian Avenue to approximately 1/4 mile west of Monroe Street crossing (Basin Plan).

[14] Applies only to tributaries to Salton Sea (Basin Plan).

[15] Use, if any, to be determined on a case-by-case basis (Basin Plan).

[16] Based on the 2020-2022 California Integrated Report for Clean Water Act 303(d) List and 305(b) Report

[17] California Rapid Assessment Method (CRAM) index score for impacted sites.

Individual Direct Impact Locations

The following table shows individual direct impact locations.

Table 2: Individual Direct Impact Information

Impact Site ID	Latitude	Longitude	Direct Impact Requiring Mitigation?	Temporary Dredge Impacts	Permanent Dredge Impacts	Temporary Fill/Excavation Impacts	Permanent Fill/Excavation Impacts
1	33.918440°	-116.925143°	Yes	N/A	N/A	0.01 acres (61 linear feet)	0.10 acres (394 linear feet)
2	33.918411°	-116.923950°	Yes	N/A	N/A	0.04 acres (65 linear feet)	0.08 acres (128 linear feet)
3	33.918355°	-116.914648°	Yes	N/A	N/A	0.03 acres (72 linear feet)	0.20 acres (230 linear feet)

Compensatory Mitigation

The following table shows compensatory mitigation information.

Table 3: Compensatory Mitigation

Aquatic Resource Type	Compensatory Mitigation Type[18]	Est.[19]	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	PR	N/A	N/A	N/A	N/A	1.3 acres	N/A

The Permittee has agreed to provide permittee-responsible compensatory mitigation for authorized impacts to waters of the state at a ratio of 3:1 for permanent impacts and 2:1 for temporary impacts according to the approved compensatory mitigation plan.

[18] Compensatory mitigation type may be In-Lieu Fee Credits (ILF), Mitigation Bank Credits (MB), or Permittee-Responsible (PR).

[19] Compensatory mitigation method may be Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), or Unknown.

Attachment C
CEQA Findings

A. Environmental Review

On November 12, 2024, the City of Banning, as lead agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) (State Clearinghouse No. 2024090237) for the Project and filed a Notice of Determination at the State Clearinghouse on November 14, 2024. The Colorado River Basin Water Board is a responsible agency under CEQA (Pub. Resources Code, § 21069) and in making its determinations and findings, must presume that the City of Banning's adopted environmental document complies with the requirements of CEQA and is valid (Cal. Code of Regs., tit. 14, § 15231). The Colorado River Basin Water Board has reviewed and considered the environmental document and finds that it adequately addresses the Project's water resource impacts (Cal. Code of Regs., tit. 14, § 15096, subd. (f)). The environmental document includes the mitigation monitoring and reporting program (MMRP) for all mitigation measures that have been adopted for the Project to reduce potential significant impacts (Pub. Resources Code, § 21081.6, subd. (a)(1); Cal. Code of Regs., tit. 14, § 15074, subd. (d).).

B. Incorporation by Reference

Pursuant to CEQA, these Findings of Facts (Findings) support the issuance of this Order based on the Project IS/MND, the application for this Order, and other supplemental documentation.

All CEQA project impacts are analyzed in detail in the Project Final IS/MND which is incorporated herein by reference. The Project IS/MND is available at: https://ceqanet.opr.ca.gov/Project/2024090237.

Requirements under the purview of the Colorado River Basin Water Board in the MMRP are incorporated herein by reference.

The Permittee's application for this Order, including all supplemental information provided, are incorporated herein by reference.

C. Findings

The IS/MND states that there are no potentially significant environmental effects to water resources after the mitigation measures imposed by the lead agency.

D. Determination

Colorado River Basin Water Board has determined that the Project, when implemented in accordance with the MMRP and the conditions in this Order, will not result in any significant adverse water resource impacts
(Cal. Code Regs., tit. 14, § 15096, subd. (h).).

Attachment D
Signatory Requirements

SIGNATORY REQUIREMENTS

All documents submitted in compliance with this Order shall meet the following signatory requirements:

1. All applications, reports, or information submitted to the Colorado River Basin Water Board shall be signed and certified as follows

    a. For a corporation, by a responsible corporate officer of at least the level of vice-president.

    b. For a partnership or sole proprietorship, by a general partner or proprietor respectively.

    c. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

2. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:

    a. The authorization is made in writing by a person described in items 1.a through 1.c above.

    b. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.

    c. The written authorization is submitted to the Colorado River Basin Water Board staff contact prior to submitting any documents listed in item 1 above.

3. Any person signing a document under this section shall make the following certification:

    "I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Attachment E
Reporting Requirements

Copies of this Form
In order to identify your Project, it is necessary to include a copy of the Project-specific Cover Sheet below with your report: please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows: **1.** Go to the Adopted Board Orders and Resolutions | Colorado River Regional Water Quality Control Board webpage (www.waterboards.ca.gov/coloradoriver/board_decisions/adopted_orders/). **2.** Find your Order in the table based on Date, Order No., and Board Order headers.

Report Submittal Instructions
1. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **a. Part A (Annual Report):** This report will be submitted annually from the anniversary of the Order effective date until a Notice of Project Complete Letter is issued and this Order is terminated by vote of the Colorado River Basin Water Board. **b. Part B (Project Status Notifications):** Used to notify the Colorado River Basin Water Board of the status of the Project schedule that may affect Project billing. **c. Part C (Conditional Notifications and Reports):** Required on a case-by-case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports. **2.** Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type. **3. Electronic Report Submittal Instructions:** **a.** Submit signed Report and Notification Cover Sheet and required information via email to: ColoradoRiver@Waterboards.ca.gov and cc: Logan.Raub@Waterboards.ca.gov. **b.** Include in the subject line of the email: Subject: ATTN: Logan Raub; Reg. Measure ID: 459421_Report

Definition of Reporting Terms
1. **Active Discharge Period:** The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee-responsible compensatory mitigation construction. 2. **Request for Notice of Completion of Discharges Letter:** This request by the Permittee to the Colorado River Basin Water Board staff pertains to projects that have post-construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Colorado River Basin Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period and a change in fees from the annual active discharge fee to the annual post-discharge monitoring fee. 3. **Request for Notice of Project Complete Letter:** This request by the Permittee to the Colorado River Basin Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Colorado River Basin Water Board staff will review the request and upon approval, will issue a Project Complete Letter and prepare an order terminating the WDRs for approval by the Colorado River Basin Water Board. Termination of annual invoicing of fees will correspond with the date of termination of this Order by the Board. 4. **Post-Discharge Monitoring Period:** The Post-Discharge Monitoring Period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of termination of this Order by vote of the Colorado River Basin Water Board. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring. 5. **Effective Date:** Date of Order issuance.

Map/Photo Documentation Information
When submitting maps or photos, please use the following formats. **1. <u>Map Format Information:</u>** Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference): • **GIS shapefiles:** The shapefiles must depict the boundaries of all Project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD38) in the California Teale Albers projection in feet. • **Google KML files saved from Google Maps, My Maps, or Google Earth Pro:** Maps must show the boundaries of all Project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted. • **Other electronic format (CAD or illustration format):** When other electronic formats are used to provide a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ), maps must show the boundaries of all Project areas and extent/type of aquatic resources impacted. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted. • **Aquatic resource maps marked on paper USGS 7.5-minute topographic maps or Digital Orthophoto Quarter Quads (DOQQ) printouts:** Maps must show the boundaries of all Project areas and extent/type of aquatic resources impacted. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted. **2. <u>Photo-Documentation:</u>** Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

REPORT AND NOTIFICATION COVER SHEET	
Project:	Sun Lakes Boulevard Extension Project
Permittee:	City of Banning Public Works Department
WDID No.:	7A333292001
Reg. Meas. ID:	459421
Place ID:	897966
Order Effective Date:	June 3, 2025

Report Type Submitted

Part A – Project Reporting

Report Type 1	☐ Monthly Report
Report Type 2	☐ Annual Report

Part B – Project Status Notifications

Report Type 3	☐ Commencement of Construction
Report Type 4	☐ Request for Notice of Completion of Discharges Letter
Report Type 5	☐ Request for Notice of Project Complete Letter and Order Rescission

Part C – Conditional Notifications and Reports

Report Type 6	☐ Accidental Discharge of Hazardous Material Report
Report Type 7	☐ Violation of Compliance with Water Quality Standards Report
Report Type 8	☐ In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9	☐ Modifications to Project Report
Report Type 10	☐ Transfer of Property Ownership Report
Report Type 11	☐Transfer of Long-Term BMP Maintenance Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Print Name[20]	**Affiliation and Job Title**
Signature	**Date**

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

_____ _____
Permittee's Signature Date

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals**

[20] STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

Part A – Project Reporting

Report Type 1	Monthly Report
Report Purpose	Notifies Colorado River Basin Water Board staff of the Project status and environmental compliance activities on a monthly basis.
When to Submit	The Permittee must submit a Monthly Report to the Colorado River Basin Water Board on the 15th day of each month for the duration of the construction phase. Monthly reporting shall continue until the Colorado River Basin Water Board issues a Notice of Project Complete Letter to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.
Report Contents	**1. Construction Summary** Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs). If construction has not started, provide an estimated start date. **2. Event Summary** Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections. **3. Photo Summary** Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions. **4. Compliance Summary** **a)** List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period. **b)** List associated monitoring reports for the reporting period. **c)** Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.

Report Type 1	Monthly Report
	d) Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

Report Type 2	Annual Report
Report Purpose	Notify the Colorado River Basin Water Board staff of Project status during both the Active Discharge Period and Post-Discharge Monitoring Periods.
When to Submit	The Permittee must submit an Annual Report including activities conducted for the previous fiscal year (July 1 - June 30) to the Colorado River Basin Water Board on the 1st of September. Annual Reports must be submitted even if Project construction has not begun. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the Permittee by the Colorado River Basin Water Board.
Report Contents	The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below. **<u>During the Active Discharge Period</u>** • **Topic 1:** Construction Summary • **Topic 2:** Mitigation for Temporary Impacts Status • **Topic 3:** Compensatory Mitigation for Permanent Impacts Status **<u>During the Post-Discharge Monitoring Period</u>** • **Topic 2:** Mitigation for Temporary Impacts Status • **Topic 3:** Compensatory Mitigation for Permanent Impacts Status

Annual Report Topics (1-3)

Annual Report Topic 1	**Construction Summary**
When to Submit	With the annual report during the Active Discharge Period.
Report Contents	**1.** Project progress and schedule, including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay. **2.** Map showing general Project progress. **3.** If applicable: **a.** Summary of Conditional Notification and Report Types 6 and 7 (Part C below). **b.** Summary of Certification Deviations. See Certification Deviation Attachment for further information.

Annual Report Topic 2	**Mitigation for Temporary Impacts Status**
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	**1.** Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state. **2.** If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.

Annual Report Topic 3	**Compensatory Mitigation for Permanent Impacts Status**
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	***If not applicable, report "N/A".** **Part A. Permittee Responsible** **1.** Planned date of initiation of compensatory mitigation site installation. **2.** If installation is in progress, a map of what has been completed to date. **3.** If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan. **Part B. Mitigation Bank or In-Lieu Fee** **1.** Status or proof of purchase of credit types and quantities. **2.** Include the name of bank/ILF Program and contact information. **3.** If ILF, location of project and type if known.

Part B – Project Status Notifications

Report Type 3	Commencement of Construction
Report Purpose	Notify Colorado River Basin Water Board staff prior to the start of construction.
When to Submit	Must be received at least seven (7) days prior to start of initial ground disturbance activities.
Report Contents	**1.** Date of commencement of construction. **2.** Anticipated date when discharges to waters of the state will occur. **3.** Project schedule milestones, including a schedule for onsite compensatory mitigation, if applicable.

Report Type 4	Request for Notice of Completion of Discharges Letter
Report Purpose	Notify Colorado River Basin Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and Permittee-responsible compensatory mitigation, is complete.
When to Submit	Must be received by Colorado River Basin Water Board staff within thirty (30) days following completion of all Project construction activities.
Report Contents	**1.** Status of stormwater Notice of Termination(s), if applicable. **2.** Status of post-construction stormwater BMP installation. **3.** Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized. **4.** Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable. **5.** An updated monitoring schedule for mitigation for temporary impacts to waters of the state and Permittee-responsible compensatory mitigation during the Post-Discharge Monitoring Period, if applicable.

Report Type 5	**Request for Notice of Project Complete Letter and Order Termination**
Report Purpose	Notify Colorado River Basin Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
When to Submit	Must be received by Colorado River Basin Water Board staff within thirty (30) days following completion of all Project activities.
Report Contents	**Part A: Mitigation for Temporary Impacts** **1.** A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state. **2.** A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites. **Part B: Permittee Responsible Compensatory Mitigation** **3.** A report establishing that the performance standards outlined in the compensatory mitigation plan have been met. **4.** Status on the implementation of the long-term maintenance and management plan and funding of endowment. **5.** Pre- and post-photo documentation of all compensatory mitigation sites. **6.** Final maps of all compensatory mitigation areas (including buffers). **Part C: Post-Construction Stormwater BMPs** **7.** Date of storm water Notice of Termination(s), if applicable. **8.** Report status and functionality of all post-construction BMPs.

Part C – Conditional Notifications and Reports

Report Type 6	Accidental Discharge of Hazardous Material Report
Report Purpose	Notifies Colorado River Basin Water Board staff that an accidental discharge of hazardous material has occurred.
When to Submit	Within five (5) working days following the date of an accidental discharge. Continue reporting as required by Colorado River Basin Water Board staff.
Report Contents	**1.** The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted. **2.** If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites. **3.** Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

Report Type 7	Violation of Compliance with Water Quality Standards Report
Report Purpose	Notifies Colorado River Basin Water Board staff that a violation of compliance with water quality standards has occurred.
When to Submit	The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event to Colorado River Basin Water Board staff.
Report Contents	The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Colorado River Basin Water Board staff.

Report Type 8	**In-Water Work and Diversions Water Quality Monitoring Report**
Report Purpose	Notifies Colorado River Basin Water Board staff of the completion of in-water work.
When to Submit	Within three (3) working days following the completion of in-water work. Continue reporting in accordance with the approved water quality monitoring plan.
Report Contents	As required by the approved water quality monitoring plan.

Report Type 9	**Modifications to Project Report**
Report Purpose	Notifies Colorado River Basin Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
When to Submit	If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
Report Contents	A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

Report Type 10	**Transfer of Property Ownership Report**
Report Purpose	Notifies Colorado River Basin Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
When to Submit	At least ten (10) working days prior to the transfer of ownership.
Report Contents	**1.** A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts: **a.** the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and **b.** responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. **2.** A statement that the Permittee has informed the purchaser to submit a written request to the Colorado River Basin Water Board to be named as the permittee in a revised order.

Report Type 11	**Transfer of Long-Term BMP Maintenance Report**
Report Purpose	Notifies Colorado River Basin Water Board staff of transfer of long-term BMP maintenance responsibility.
When to Submit	At least ten (10) working days prior to the transfer of BMP maintenance responsibility.
Report Contents	A copy of the legal document transferring maintenance responsibility of post-construction BMPs[21].

[21] Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

February 11, 2026
Project No: 7366 | CO# 1

Patrick Safari, CIP Manager, Public Works Department **VIA EMAIL**
City of Banning
99 E. Ramsey Street
Banning, CA 92220
E: psafari@banningca.gov

Subject: Change Order #1
Regulatory Requirements for CDFW/SAA and RWQCB/WDR

Dear Patrick:

Change Order #1 includes additional mitigation monitoring required pursuant to regulatory permits for the Sun Lakes Boulevard Extension. There are three separate permits that need specific compliance.

They include the following:

1. ITP (2081-2025-079-06). *The ITP work relating to Compliance is being handled by Albert Webb.*
2. CDFW-SAA – EPIMS-RIV-54902-R6. *See table below for compliance.*
3. RWQCB - WDR – Order R7-2025-0014. *See table below for compliance.*

SCOPE OF WORK

Presented below is our Scope of Work, based on compliance conditions within each of the specific regulatory permits.

For the **CDFW - SAA** Permit, UltraSystems would assist with those compliance requirements that **are not** being handled by Albert Webb. Areas of responsibility are noted in the table below.

CDFW - SAA			
Requirement	**No.**	**Section**	**Responsible**
Administrative Measures	1.7	**Notify CDFW Prior to Work.** Permittee shall notify CDFW by email at least **five (5) working days** prior to initiation of Project activities. See contact information below.	**UEI Biologist**
	1.8	**Reporting of Violations.** Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring.	**UEI Biologist**
	1.9	**Dead or Injured Species.** Permittee shall report any dead or injured CESA- or ESA- listed threatened, endangered, or fully protected species, or species of special concern found along roads or in Project areas to CDFW within 24 hours via email according to contact information below. The Permittee shall report the location, cause of death or injury, species found, and any other relevant information.	**UEI Biologist**
	1.11	**Work According to Plans.** Final stamped engineered design plans shall be submitted to CDFW a minimum of **30 days prior to start of Project activities**, for review by CDFW prior to Project start. The final plans shall be based on the Project design plans submitted to CDFW in the notification package. If the submitted Project plans differ substantially from the Project description, Permittee shall provide CDFW a detailed, written description of the changes made. CDFW may require an amendment to this Agreement or submission of a new notification prior to starting the Project if the Project designs have changed from those submitted in the Notification Package.	**Contractor and City**
General Wildlife Protection and Prevention Measures	2.1	**Designated Biologist(s) and Biological Monitor(s).** Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologist(s)) and Biological Monitor(s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities at least **30 days before initiating ground- or vegetation- disturbing activities.** Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and/or Biological Monitor(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties. Optional CDFW biologist resume form available here: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869.	**UEI Biologist**
	2.2	**Responsibility of the Designated Biologist(s).** The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.	**UEI Biologist**
	2.4	**Authority of Biological Monitor(s).** The Permittee or Designated Biologist shall designate a person to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall halt Project Activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats.	**UEI Biologist**

General Wildlife Protection and Prevention Measures	2.5	**Delineate Work Area Boundary.** In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats prior to start of Project activities. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.	**UEI Biologist**
	2.6	**Environmentally Sensitive Areas.** The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the 'standard work area boundary' materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.	**UEI Biologist**
	2.7	**Wildlife Species.** To avoid impact to any non-listed wildlife species, a Designated Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat near the site of capture.	**UEI Biologist**
	2.9	**Daily Clearance Survey.** Before the start and end of daily Project activities. The Designated Biologist or Biological Monitor shall survey the Project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.	**UEI Biologist**
	2.9.1	**Excavated Areas.** At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s) or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degrees at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.	**UEI Biologist**

General Wildlife Protection and Prevention Measures	2.9.2	**Check for Wildlife in Pipes/Construction Materials.** Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry.	**UEI Biologist**
Diversion/ Dewatering Plan	2.25	**Diversion Plan.** If Project activities are proposed to occur at any time when flowing water is present or reasonably anticipated, Permittee shall submit to CDFW for review and approval a water diversion/dewatering plan a minimum of **30 days** before initiating Project activities involving water diversion.	**Contractor's Engineering Consultant**
	4.9	**Diversion Plan.** If Project activities are proposed at any time when flowing water is present, or reasonably anticipated, **no later than 30 days prior to commencement of Project activities** addressed by this Agreement, **Permittee shall submit to CDFW** for review and approval a **detailed water diversion/dewatering plan**. Dewatering structures may include the use of sandbags, Port-a dams, water bladder dams, K-rails, or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. Permittee may not commence dewatering of a stream/diversion of water without explicit approval from CDFW.	**Contractor's Engineering Consultant**
Implement BMPs and daily monitoring	2.15 - 2.19	**Best Management Practices.** Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non- native plant materials. Fiber rolls or erosion control mesh shall be made of loose- weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Nonwelded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.	**Contractor and UEI Biologist**
Implement BMPs and daily monitoring	2.15.1	If work is performed within the stream channel during the winter storm period, the Permittee shall monitor the **five (5) day weather forecast**. If it is forecasted for any precipitation, work activities shall involve the securing of the site, so as no materials may enter or be washed into the stream. The site shall be completely secured **one (1) day prior** to precipitation, unless prior written approval has been provided by CDFW. During period of precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted.	**Contractor and Biologist**

Implement BMPs and daily monitoring	2.16	**Equipment and Vehicles.** Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. No equipment maintenance shall be done within or near any stream, channel, or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17	**Clean Equipment Prior to Entering Area Regulated by Agreement.** All equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil, and other debris. The Permittee shall follow equipment washing guidelines certify that decontamination, as specified in the sub-measures below, has been completed, and shall require operator of equipment to re-certify equipment upon reentry to areas by this Agreement after contact with water and/or wet soil from a stream or lake in areas outside those regulated under this Agreement.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17.1	**Clean and Inspect Equipment Prior to Entering Stream.** Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to initially entering areas regulated by this Agreement. Any contaminants shall be cleaned prior to any work within a streambed and shall be maintained daily. In addition, equipment shall be cleaned daily to ensure pollutants and non-natives are not introduced into mitigation areas or spread throughout Project sites.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17.2	**Decontamination of Project Equipment.** Prior to initially entering, and upon reentering areas subject to this Agreement, Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils. Permittee shall decontaminate Project gear and equipment utilizing one of four methods: drying, using a hot water soak, hot-water pressure washing, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard to reach areas and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using hot water, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes or by pressure washing with hot water 140°F minimum at the point of contact or 155°F at the nozzle. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.	**Contractor**
Implement BMPs and daily monitoring	**2.17.3**	**Decontamination Sites.** Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into any river, lake, or stream and associated riparian areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.	**Contractor**
Implement BMPs and daily monitoring	2.18	**Stationary Equipment.** Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up	**Contractor**

		equipment such as extra booms, absorbent pads, skimmers, shall be on site prior to the start of construction.	
Implement BMPs and daily monitoring	2.19	**Staging and Storage Areas.** Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.	**Contractor**
Weekly nesting bird reports	2.11.5	**Reporting.** The Designated Biologist shall be responsible for providing summary reports, where relevant, to CDFW no less than **once weekly** regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW within **24 hours of detection.**	**UEI Biologist**
	4.5	**Nesting Bird Summary Report.** Permittee shall prepare and submit to CDFW a summary of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.	**UEI Biologist**
Monthly resource status updates	4.11	**On-site Resource Updates.** Permittee shall provide updates on the status/outcome of any new or previously identified resource, and any adjustments made to applied avoidance, minimization, and mitigation measures, and any other pertinent information. Summaries shall be submitted **on a monthly basis** during periods of Project activity until Project completion or monitoring is complete. Monitoring reports of any passively relocated species shall also be included. The updates shall be provided to CDFW as a Status Report in EPIMS, and any unsupported file type shall be emailed to the addresses below. CDFW may adjust the rate of updates in writing. If the Project results in the abandonment of or damage to a resource, Permittee shall notify CDFW within 24 hours via phone call or email at the contact information listed below.	**City and Consultant**
Restore temporary impacts (0.09 ac)	3.1	**Habitat Restoration – On-site (On-site Temporary Restoration).** To compensate for the temporary impacts of 0.09 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall restore no less than 0.18 acres of in-kind streambed and associated habitat.	**City**
	3.1.1	**Restoration of Temporary Impacts.** Upon completion of construction activities, Permittee shall restore all temporary impacts to pre-project conditions or better. Restoration activities should include, but not be limited to: contouring the ground surface to pre-impact grade; removing all construction related materials, trash, and debris; and replacing any natural materials/refugia moved during Project activities. **Photo documentation and reporting of restoration efforts will be included in the Project Completion Report**.	**City**

Project Completion Report	4.13	**Project Completion Report.** Permittee shall provide a **Project Completion Report to CDFW** via EPIMS no later than one month after the Project is fully completed. The Project Completion Report shall summarize all Project activities including the implementation of all items specified in Section 2 of this Agreement. This report shall include, at minimum, photo documentation, avoidance/minimization measures implemented, biological survey notes (including construction monitoring), and a summary of temporary and permanent restoration efforts with photo documentation. Permittee shall include a copy of the Mitigation and Monitoring Reporting Plan table with notes showing status and date of implementation for each of the mitigation measures. Notification shall be submitted via EPIMS and emailed to: R6LSAReporting@wildlife.ca.gov, please reference Notification No. EPIMS-RIV-54902-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.	**City and Consultant**

RWQCB - WDR			
Section	**Section**	**Section**	**Section**
Reporting and Notification Requirements	XII.B.1.a	**Project Reporting a. Monthly Reporting:** The Permittee must submit a Monthly Report to the Colorado River Basin Water Board on the **15th day of each month** for the duration of the construction phase. Monthly reporting shall continue until the Colorado River Basin Water Board issues a Notice of Project Complete Letter to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.	**City and Consultant**
Annual Reports	XII.B.1.b	The Permittee must submit an **Annual Report** including activities conducted for the previous fiscal year (July 1 - June 30) to the Colorado River Basin Water Board on the **1st of September**. Annual Reports must be submitted even if Project construction has not begun. Annual reporting shall continue until a **Notice of Project Complete Letter** is issued to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.	**City and Consultant**

COSTS

The following table specifies our proposed costs for our proposed work scope.

TABLE 1
ESTIMATED FEES

Tasks	Description	Cost
CDFW - SAA		
Administrative Measures		$184.020
Diversion/Dewatering Plan – Provided by Contractor		$0
Implement BMP and Daily Monitoring		$46,750
RWQCB - WDR		
Reporting and Notification		$0
Monthly Reporting		$0
	TOTAL	**$230,770**

ULTRASYSTEMS' PROJECT MANAGER FOR THIS CONTRACT

Should you have any questions relating to this Change Order #1, please contact me via my cellphone or email.

Sincerely,

Betsy A. Lindsay
President/CEO

TASK COST BREAKDOWN • SUN LAKES BOULEVARD EXTENSION - ENVIRONMENTAL MONITORING - CHANGE ORDER #1

	Labor Categories >>>>	Senior Biologist II	Senior Biologist I	Staff Biologist I	Biological Monitor	Senior GIS Analyst	Word Processor	Total		Vehicle Travel		Direct Costs				Direct Expense	TOTAL (rounded)
	Hourly Rate By Labor Category >>>>	$179	$173	$163.00	$95	$173	$137	Hours	Cost	Miles	$0.725	Per Diem		Subs	Markup		
		Hours										Days	$180		10%		
CDFW - SAA																	
Adminstrative Measures																	
1.7	Notify CDFW Prior to Work	2	0	0	0	0	0	2	$358	0	$0	$0	$0	$0	$0	$0	$360
1.8	Reporting Violations	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
1.9	Dead or Injured Species	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
1.11	Work According to Plans	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1	Designated Biologist(s) and Biological Monitor(s)	2	0	0	0	0	0	2	$358	0	$0	$0	$0	$0	$0	$0	$360
2.2	Responsibility of the Designated Biologist(s)	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.4	Authority of Biological Monitor(s)	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.5	Delineate Work Area Boundary	0	0	25	25	0	0	50	$6,450	0	$0	$0	$0	$0	$0	$0	$6,450
2.6	ESAs	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.7	Wildlife Species	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.9	Daily Clearance Survey	0	0	0	1440	0	0	1440	$136,800	18,000	$13,050	$0	$0	$0	$0	$27,000	$176,850
2.9.1	Excavated Areas	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.92	Check for Wildlife in Pipes/Construction Materials	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**4**	**0**	**25**	**1465**	**0**	**0**	**1494**	**$143,966**	**18,000**	**$13,050**	**$0**	**$0**	**$0**	**$0**	**$27,000**	**$184,020**
Diversion/Dewatering Plan																	
2.25	Diversion Plan - Contractor	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
4.9	Diversion Plan - Contractor	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Implement BMP and Daily Monitoring																	
2.15	BMPs	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.15.1	BMPs in stream channel	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.16	Equipment and Vehicles	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.17	Clean Equipment Prior to Entering Area	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.17.1	Clean and Inspect Equipment Prior to Entering a Stream	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.11.5	Weekly nesting bird reports	40	0	0	0	0	0	40	$7,160	0	$0	$0	$0	$0	$0	$0	$7,160
4.5	Nesting Bird Summary Report	40	24	0	0	0	0	64	$11,312	0	$0	$0	$0	$0	$0	$0	$11,310
4.11	Monthly Resource Status Updates	24	24	0	0	0	0	48	$8,448	0	$0	$0	$0	$0	$0	$0	$8,450
3.1	Restore temporary impacts - Habitate Restoration	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
3.1.1	Restoration of Temporary Impacts - City	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
4.13	Project Completion Report	40	40	0	24	16	4	124	$19,676	0	$0	$0	$0	$0	$0	$150	$19,830
	SUBTOTAL	**144**	**88**	**0**	**24**	**16**	**4**	**276**	**$46,596**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**	**$46,750**
RWQCB - WDR																	
XII.B.1.a	Reporting and Notifcation	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
XII.B.1.b	Annual Reports	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	TOTAL LABOR HOURS	**148**	**88**	**25**	**1489**	**16**	**4**										
	TOTAL COST	**$26,492**	**$15,224**	**$4,075**	**$141,455**	**$2,768**	**$548**	**1770**	**$190,562**	**18,000**	**$13,050**	**$0**	**$0**	**$0**	**$0**	**$27,150**	**$230,770**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Mark Staples, Planning Manager**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Introduction and First Reading of Ordinance No. 1621, and Adoption of Resolution No. 2026-35, an update and amendment to Chapter 15.76 the Transportation Uniform Mitigation Fee (TUMF) Program**

RECOMMENDATION:

1. Waive full reading and introduce by title only Ordinance No. 1621 and determine this action is exempt under CEQA
2. Adopt Resolution No. 2026-35, amending the applicable Transportation Uniform Mitigation Fee (TUMF) applicable to all developments in the City of Banning.

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 Western 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 Unform 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 Ordinance No. 1291 authorizing the City's participation in the TUMF Program and established Section 15.76 in the Banning Municipal Code. The City's participation in the Program has since been amended by Ordinance No. 1322 (2005), Ordinance No. 1344 (2006), Ordinance No. 1514 (2017), Ordinance No. 1549 (2019).

Pursuant to the Mitigation Fee Act (Gov. Code Section 66000 et seq.), WRCOG prepared a new nexus study ("2024 Nexus Study") to update the TUMF 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 the changes in the TUMF network and the cost of construction. The City Council adopted Ordinance No. 1607 on January 14, 2025, based on 2024 Nexus Study, and Resolution No. 2024-196 on December 10, 2024, establishing the current TUMF fees, which went into effect on April 1, 2025.

The TUMF Administrative Plan calls for a Construction Cost Index ("CCI") adjustment to be brought forth to the WRCOG Executive Committee on an annual basis. On December 1, 2025, the WRCOG Executive Committee approved the implementation of an automatic CCI adjustment for all TUMF land uses tied to the September indices of the National Association of Realtors and Engineering News Record

with a cap at 5% of any annual adjustments.

JUSTIFICATION:

The proposed ordinance and resolution provide the legal basis for a revised TUMF schedule. The Ordinance amends the definitions of Multi-Family Residential Unit and Single-Family Residential Unit. Section 15.76.030(C) Fee Adjustment is amended to include the CCI Index adjustment as follows:

15.76.030 Establishment of the Transportation Uniform Mitigation Fee

C. Fee Adjustment. The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. 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, 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.

1. *Beginning July 1, 2026, and annually thereafter, the Transportation Uniform Mitigation Fee (TUMF) shall be automatically adjusted to reflect changes in construction costs. The annual adjustment shall be calculated by WRCOG based on a blended Construction Cost Index derived from: (1) the National Association of Realtors – Median Sales Price of Existing Single-Family Homes, and (2) the Engineering News-Record (ENR) Construction Cost Index, using the September values of each index from the prior calendar year. The percentage adjustment applied to the TUMF shall equal the annual percentage change in the blended index; provided, however, that in no event shall the annual adjustment exceed five percent (5%), whether positive or negative. The calculated adjustment shall be implemented on July 1 of the year following index calculation. If either referenced index is discontinued or materially altered, WRCOG shall apply a comparable, industry-recognized index that most closely reflects regional transportation construction costs."*

In accordance with the Mitigation Fee Act, the proposed Ordinance and 2024 Nexus Study with the CCI Index adjustment: (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 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.

Resolution No. 2026-35 establishes the Fee Schedule for TUMF as follows:

1. $12,705 per single family residential unit 1,800 square feet or less
2. $14,292 per single family residential unit between 1,801 and 2,300 square feet
3. $15,881 per single family residential unit between 2,301 and 2,700 square feet
4. $19,851 per single family residential unit greater than 2,700 square feet
5. $8,021 per multi-family residential unit
6. $2.39 per square foot of an industrial project
7. $7.92 per square foot of a retail commercial project
8. $5.02 per square foot of a service commercial project
9. $2.51 per square foot of a service Class A and B Office

The effective date for the new TUMF Schedule is April 1, 2026.

FISCAL IMPACT:

The fiscal impact for the ordinance and resolution preparation includes publication costs and some City

staff time to prepare the staff report and attachments, however, WRCOG prepared most information (nexus study, and templates for the ordinance and resolution) to minimize impacts to City staff.

If adopted, the proposed ordinance and resolution will ensure 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, to receive benefits from the 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. The City has benefitted from the 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 associate 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 response and, thus, adversely affect the public health, safety, and welfare.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 7.1a CC Ordinance No 1621.pdf
2. 7.1b Exhibit A TUMF Regional System Map.pdf
3. 7.1c Exhibit B TUMF 2024 Nexus Study.pdf
4. 7.1d CC Resolution No 2026-35.pdf
5. 7.1e PHN CC Meeting 2-24-2026 TUMF.pdf
6. column_affidavit_Aeru7JIVQDeUlWiXrb99.pdf

ORDINANCE NO. 1621

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING ORDINANCE NO. 1607, AMENDMENTS TO CHAPTER 15.76 OF THE BANNING MUNICIPAL CODE TO ESTABLISH CONSTRUCTION COST INDEX ADJUSTMENTS TO THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM

WHEREAS, the City of Banning 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; 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 Council adopted Ordinance No. 12901 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 Council 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, the City Council adopted Ordinance No. 1549 on August 27, 2019, allowing WRCOG to calculate and collect TUMF on behalf of the City; and

WHEREAS, WRCOG, with the assistance of TUMF Participating Jurisdictions, 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; and

WHEREAS, in September 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, on January 14, 2025, the City Council approved Ordinance No. 1607, which adopted the 2024 Nexus Study and its findings; and

WHEREAS, the TUMF Administrative Plan calls for a Construction Cost Index ("CCI") adjustment to be brought forth to the WRCOG Executive Committee on an annual basis; and

WHEREAS, on December 1, 2025, the WRCOG Executive Committee approved the implementation of an automatic CCI adjustment for all TUMF land uses tied to the September indices of the National Association of Realtors and Engineering News Record with a cap at 5% of any annual adjustments; and

WHEREAS, an automatic CCI adjustment ensures that fee levels keep pace with increases in cost of constructing transportation projects and avoids large increases at comprehensive TUMF Nexus Study updates; and

WHEREAS, this approach also allows for consistency and predictability for the TUMF Program, while ensuring that the fair share principles under AB 1600 are satisfied; and

WHEREAS, the City Council desires to provide for automatic inflationary adjustments to the TUMF to reflect changes in construction costs over time, without modifying the underlying fee nexus, land use assumptions, or fee methodology; and

WHEREAS, this Ordinance also includes minor updates to the definitions portion of the previous Ordinance to clarify the definitions of residential units.

THE CITY COUNCIL OF THE CITY OF BANING DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The definition of "Multi-Family Residential Unit" outlined in Section 15.76.020(M) of the Banning Municipal Code is hereby amended to read as follows:

"Multi-Family Residential Unit" means a residential dwelling unit that is physically attached to one or more other dwelling units by a shared wall, floor, ceiling, roof, or structural foundation, regardless of the lot or parcel configuration, ownership structure, or type of subdivision (including condominium subdivisions). Multi-family residential units include, but are not limited to, duplexes, townhomes, apartments, and condominiums with attached units. As outlined in the Ordinance, accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs), as defined by state law, are exempt from TUMF and shall not be counted in determining residential land use classification.

SECTION 3. The definition of "Single Family Residential Unit" outlined in Section 15.76.020(T) of the Banning Municipal Code is hereby amended to read as follows:

"Single Family Residential Unit" means a residential dwelling unit that is physically detached from any other dwelling unit, sharing no common wall, floor, ceiling, roof, or structural foundation with another dwelling unit, regardless of the lot or parcel configuration, ownership structure, or type of subdivision (including condominium subdivisions). As outlined in the Ordinance, accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs), as

defined by state law, are exempt from TUMF and shall not be counted in determining residential land use classification.

SECTION 4. Section 15.76.030(C) of the Banning Municipal Code shall be amended to read as follows:

C. Fee Adjustment. The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. 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, 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.

1. Beginning July 1, 2026, and annually thereafter, the Transportation Uniform Mitigation Fee (TUMF) shall be automatically adjusted to reflect changes in construction costs. The annual adjustment shall be calculated by WRCOG based on a blended Construction Cost Index derived from: (1) the National Association of Realtors – Median Sales Price of Existing Single-Family Homes, and (2) the Engineering News-Record (ENR) Construction Cost Index, using the September values of each index from the prior calendar year. The percentage adjustment applied to the TUMF shall equal the annual percentage change in the blended index; provided, however, that in no event shall the annual adjustment exceed five percent (5%), whether positive or negative. The calculated adjustment shall be implemented on July 1 of the year following index calculation. If either referenced index is discontinued or materially altered, WRCOG shall apply a comparable, industry-recognized index that most closely reflects regional transportation construction costs."

SECTION 5. 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 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 7. No Procedural Defenses. 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. 1607. This Ordinance amends certain provisions of Ordinance No. 1607 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. 1607 all other related ordinances and polices shall remain in full force and effect.

SECTION 10. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Banning, California, held on the 24th day of February 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the 10th day of March 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Richard Royce, Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1621 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 24th day of February, 2026, and was duly adopted at a regular meeting of said City Council on the 10th day of March, 2026, by the following vote, to wit:

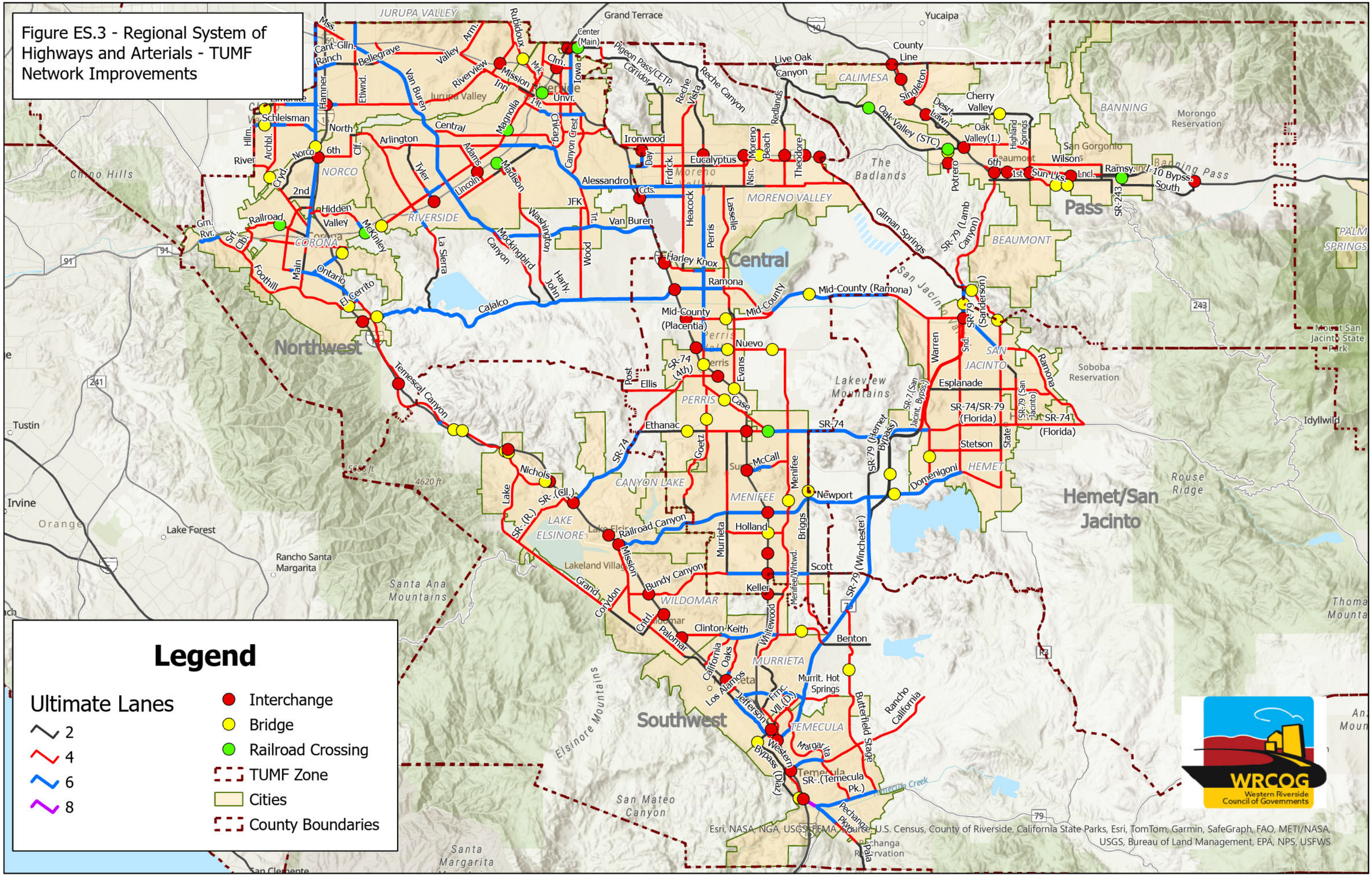
AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Sandra Calderon, Deputy City Clerk
City of Banning, California


Legend
Ultimate Lanes
2
4
6
8
Interchange
Bridge
Railroad Crossing
TUMF Zone
Cities
County Boundaries
Northwest
Central
Southwest
Hemet/San Jacinto
JURUPA VALLEY
NORCO
CORONA
RIVERSIDE
MORENO VALLEY
BEAUMONT
BANNING
CALIMESA
PERRIS
SAN JACINTO
HEMET
CANYON LAKE
MENIFEE
LAKE ELSINORE
WILDOMAR
MURRIETA
TEMECULA
Grand Terrace
Yucaipa
Chino Hills
Tustin
Irvine
Orange
Lake Forest
Rancho Santa Margarita
Santa Ana Mountains
Elsinore Mountains
San Mateo Canyon
Santa Margarita
The Badlands
Lakeview Mountains
Morongo Reservation
Soboba Reservation
Pechanga Reservation
Pass
Banning Pass
Mount San Jacinto State Park
Idyllwild
Rouse Ridge
PALM SPRINGS
Esri, NASA, NGA, USGS, FEMA, Source: U.S. Census, County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS
WRCOG
Western Riverside Council of Governments

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
The City of Menifee
The City of Moreno Valley
The City of Murrieta
The City of Norco
The City of Perris
The City of Riverside
The City of San Jacinto
The City of Temecula
The City of Wildomar
The County of Riverside
Eastern Municipal Water District
March Joint Powers Authority
Riverside County Superintendent of Schools
Riverside Transit Agency
Western Water

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.

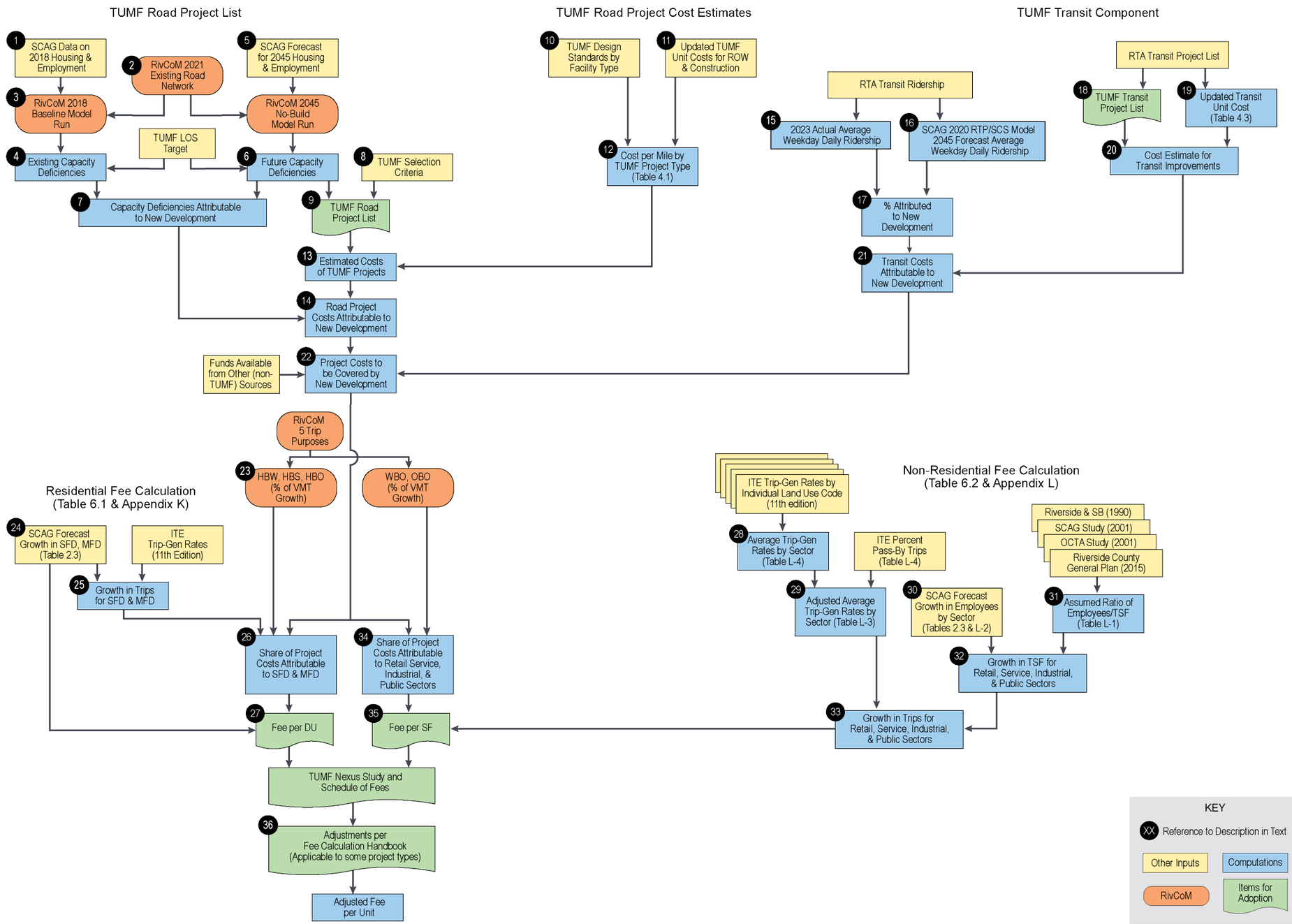
This TUMF Draft Nexus Study is intended to satisfy the requirements of California Government Code Chapter 5 Section 66000-66008 Fees for Development Projects (also known as California Assembly Bill 1600 (AB 1600) or the Mitigation Fee Act) which governs imposing development impact fees in California. 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.

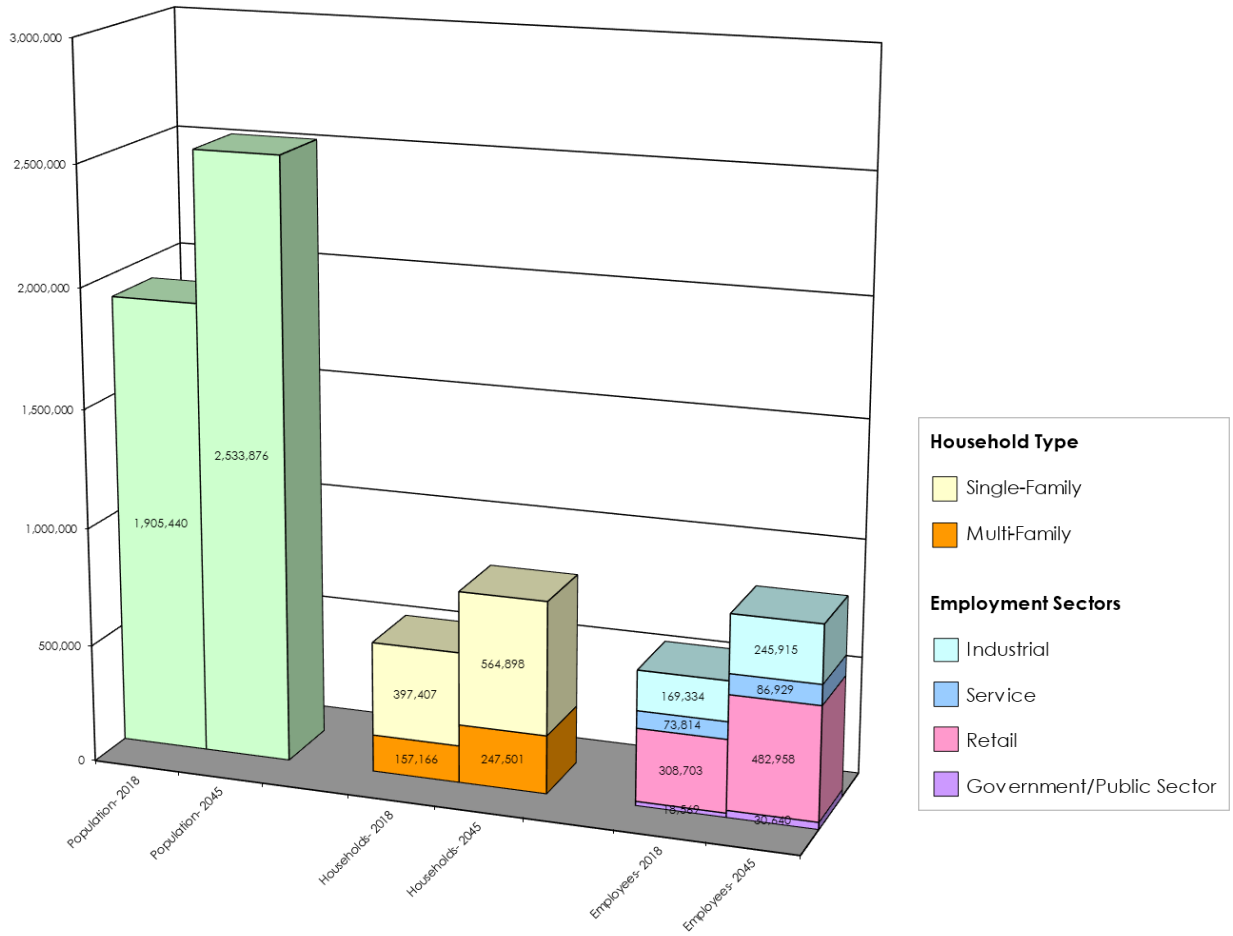
The population of Western Riverside County is projected to increase by 33% in the period between 2018 and 2045. During the same period, employment in Western Riverside County is anticipated to grow by 48%. **Figure ES.2** illustrates the forecast growth in population, household and employment for Western 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.

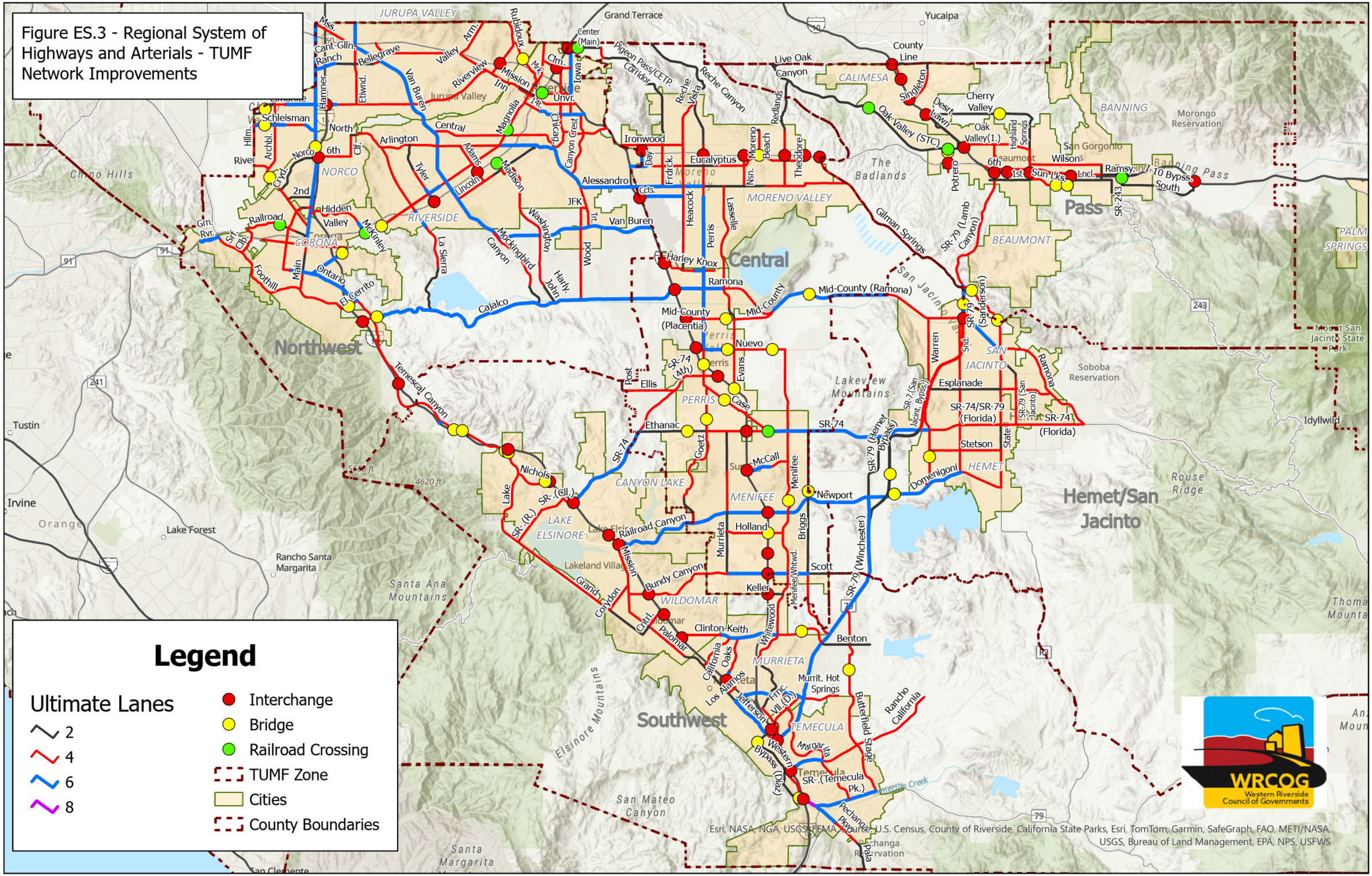


Figure ES.3 - Regional System of Highways and Arterials - TUMF Network Improvements

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

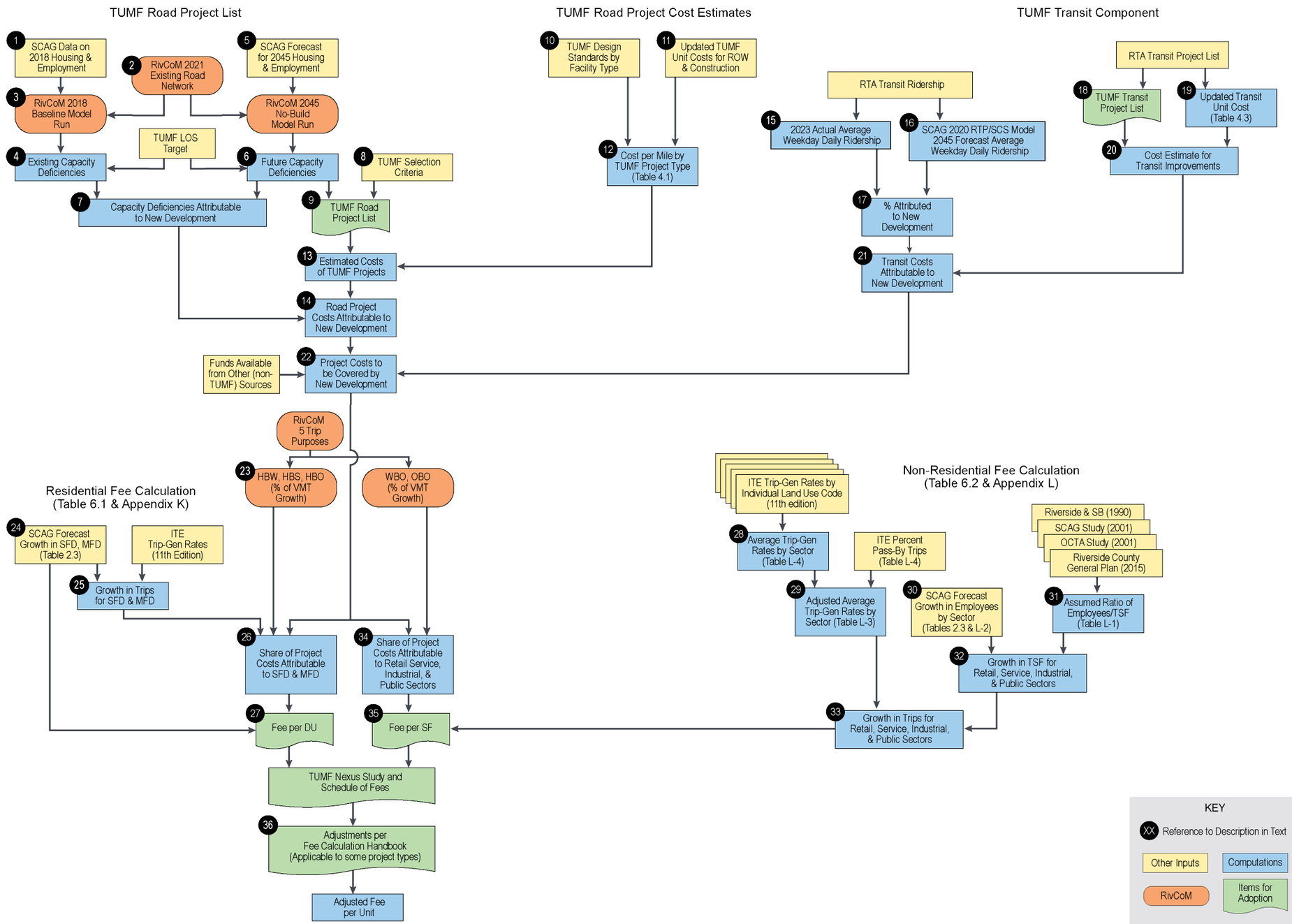
on the percentage increase or decrease in the Engineering News Record (ENR) Construction Cost Index (CCI) for the twelve (12) month period from January of the prior year to January of the current year, and the percentage increase or decrease in the National Association of Realtors (NAR) Median Sales 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

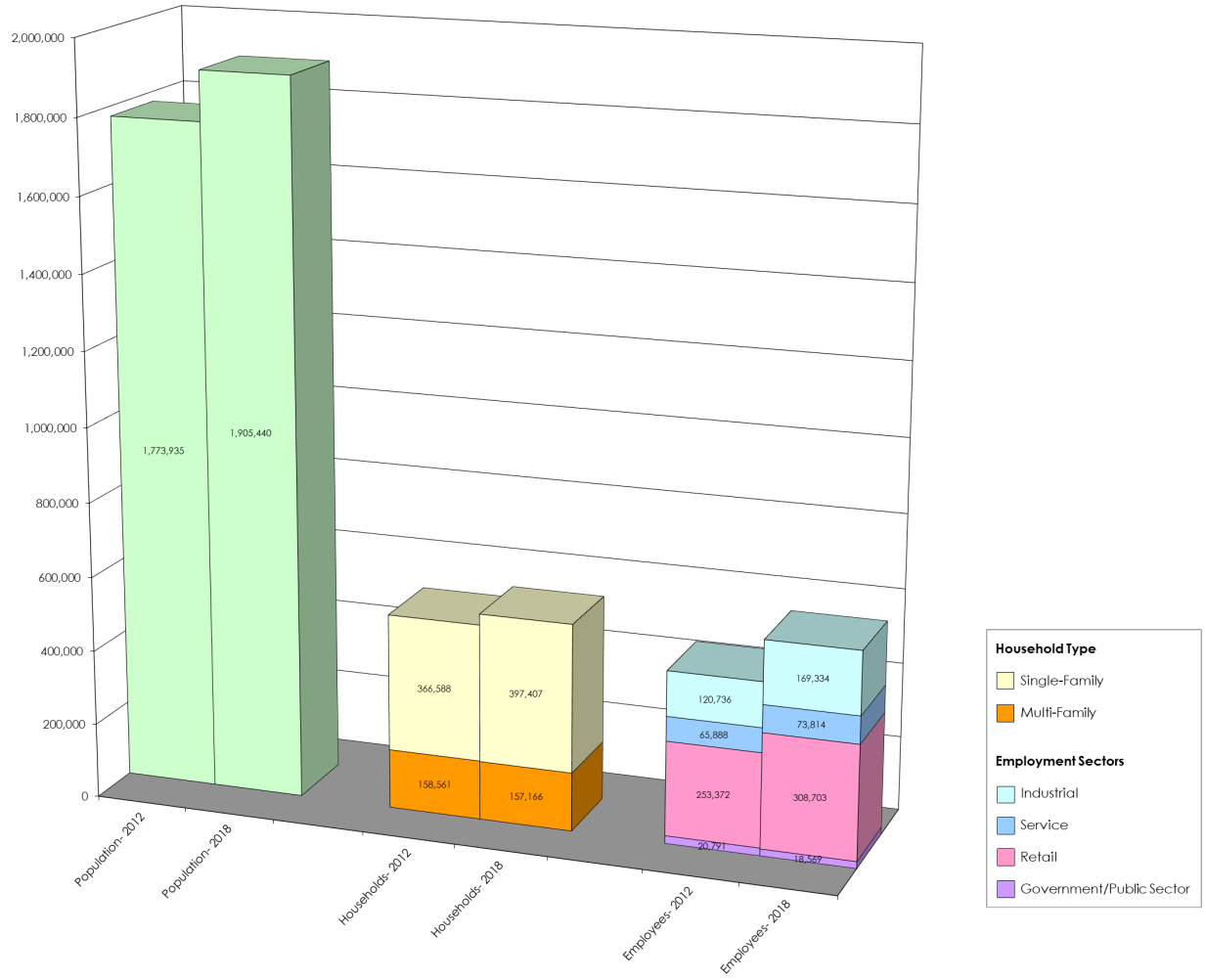


Table 2.2 and **Figure 2.2** compare the socioeconomic forecasts for the program horizon year of 2045 used in the TUMF Nexus Study 2016 Update and 2045 for this study. The most recent forecasts reflect an increase in the horizon year population and households, and a decrease in overall employment in 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

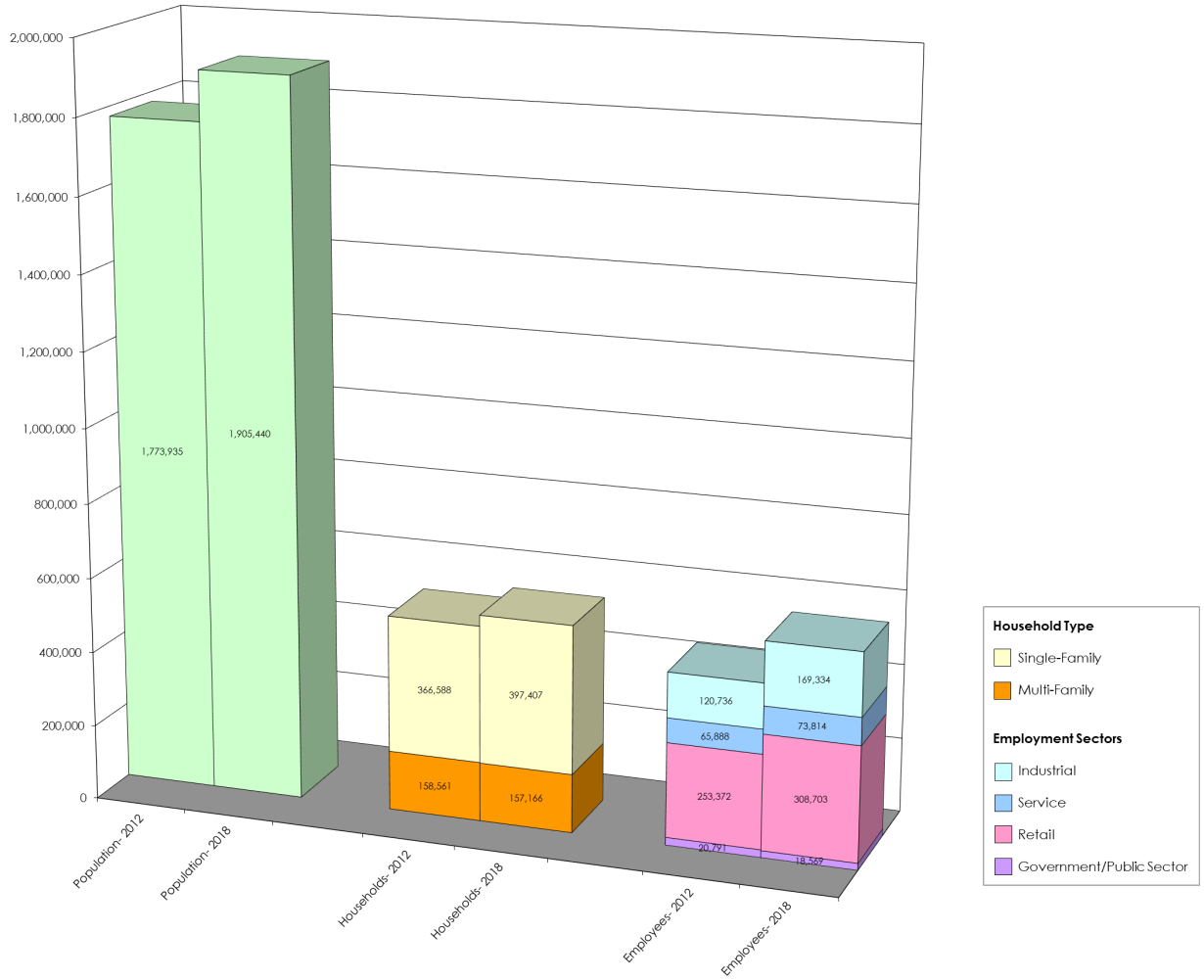


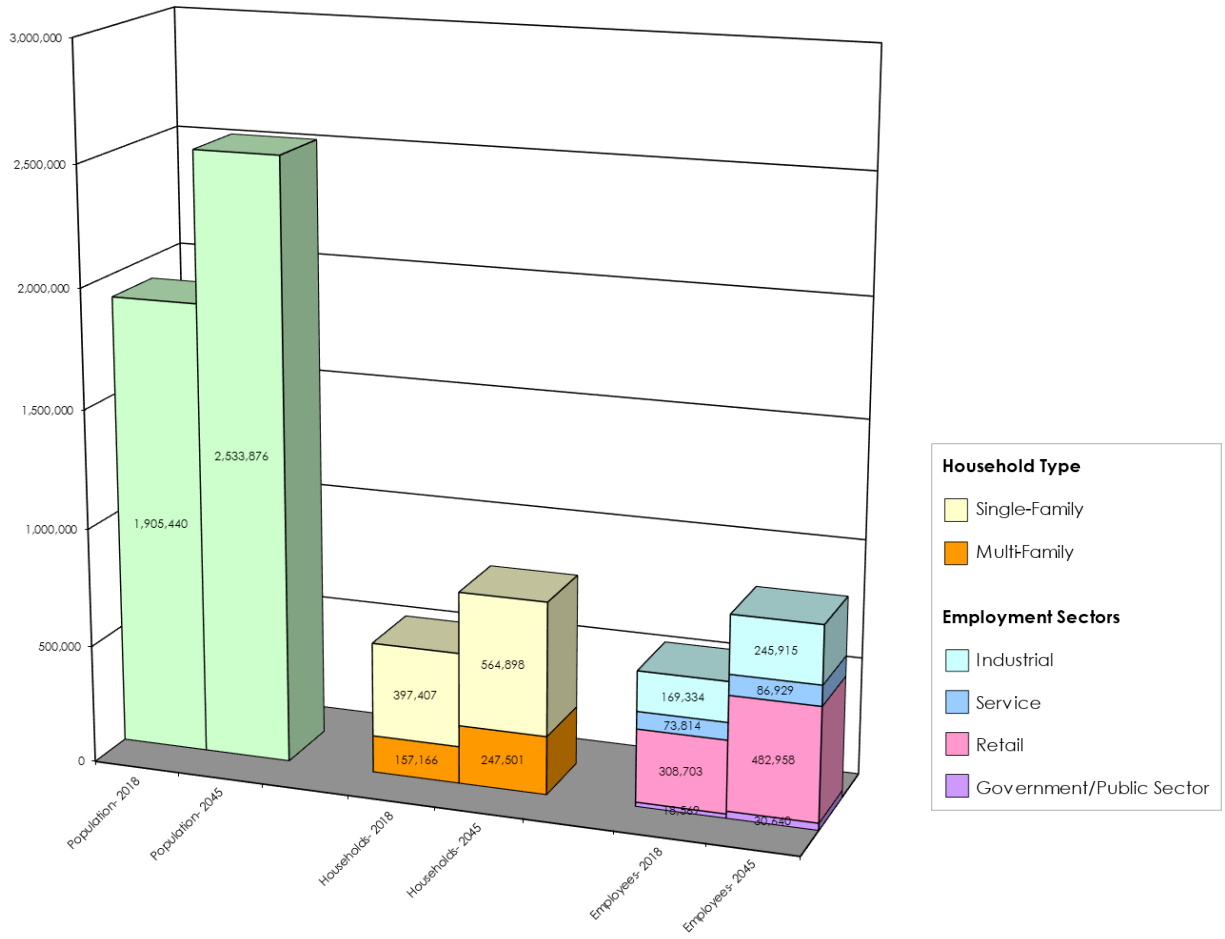
Table 2.3 and **Figure 2.3** summarize the socioeconomic data obtained from SCAG and used as the basis for completing this Nexus Study analysis. The SCAG employment data for 2018 and 2045 was provided for thirteen employment sectors consistent with the California Employment Development Department (EDD) 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)



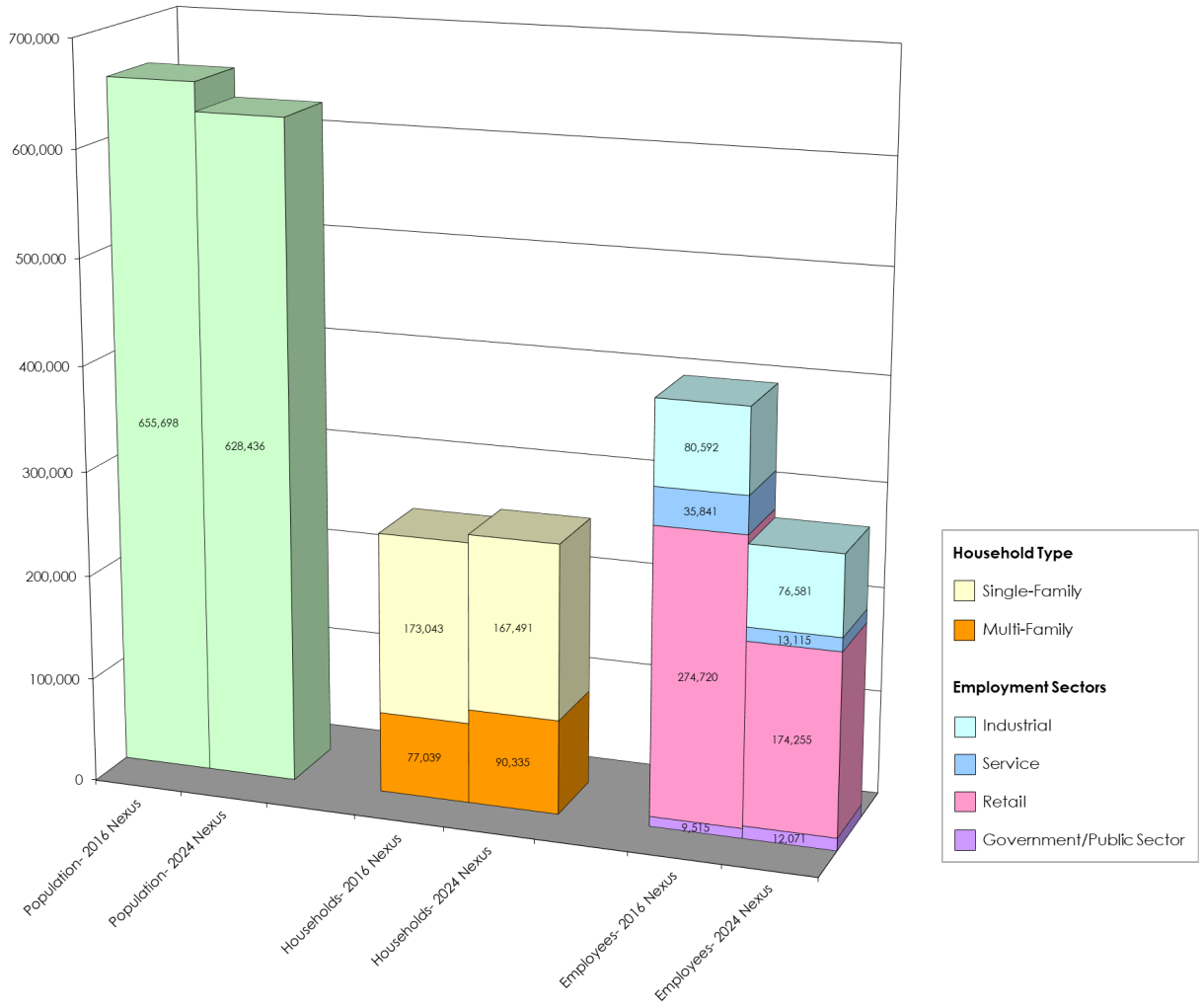
The combined effects of the changes in the base year and horizon year socioeconomic data are modest reductions in the total growth in population and single-family households, but a notable increase in multi-family households. The change in total employment is reduced by 31%, with the most significant 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.

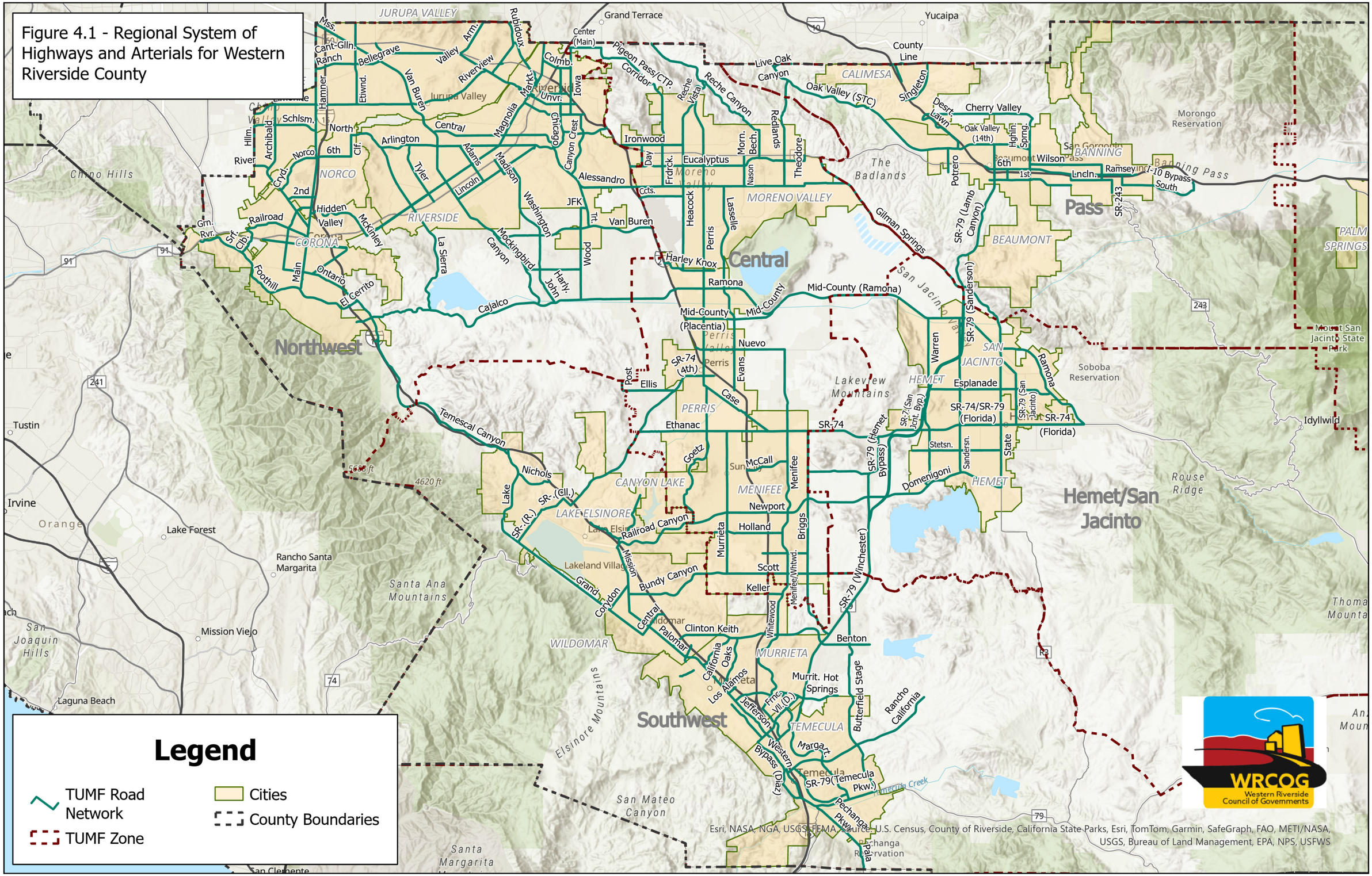


Figure 4.1 - Regional System of Highways and Arterials for Western Riverside County

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.

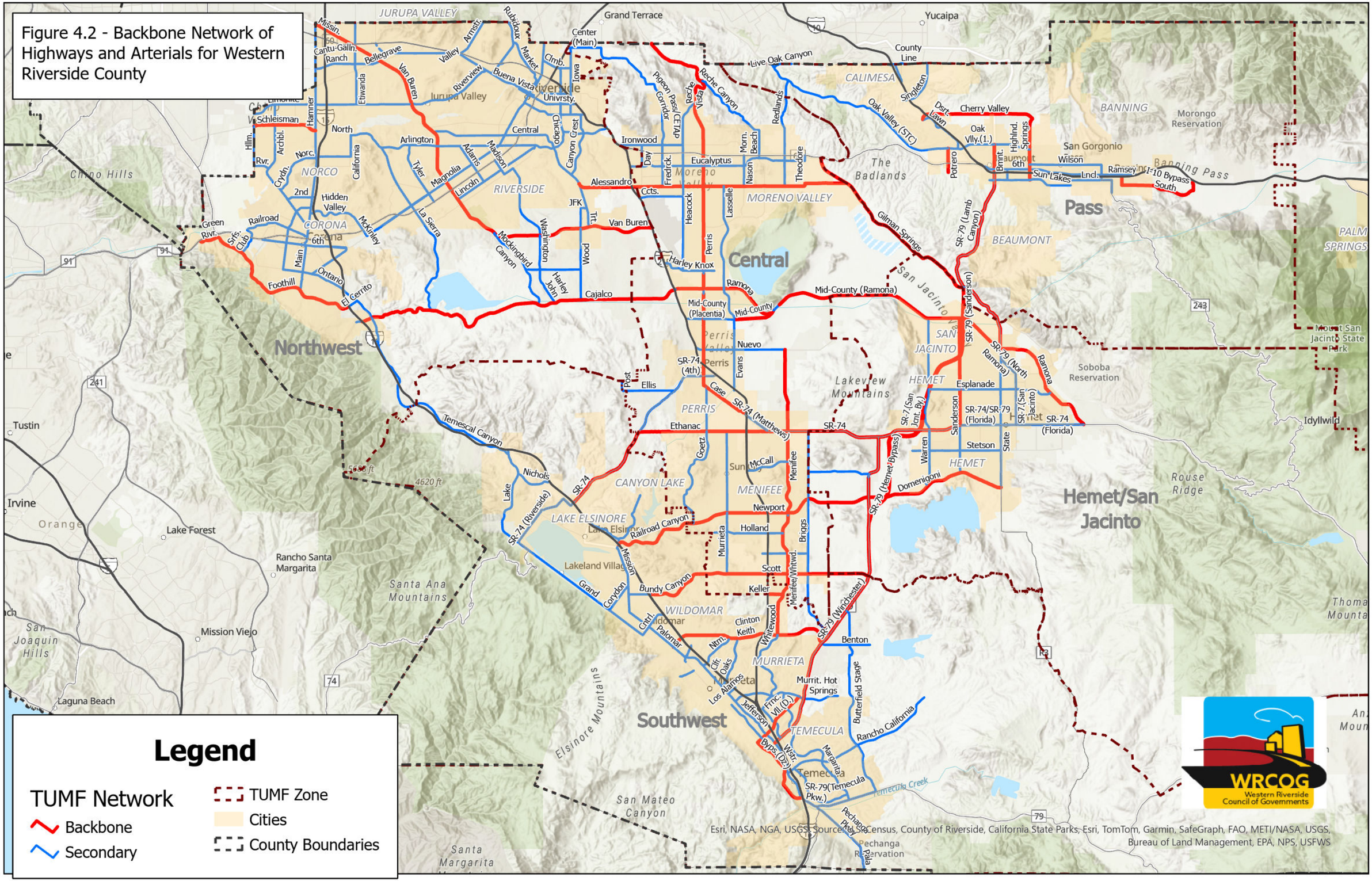
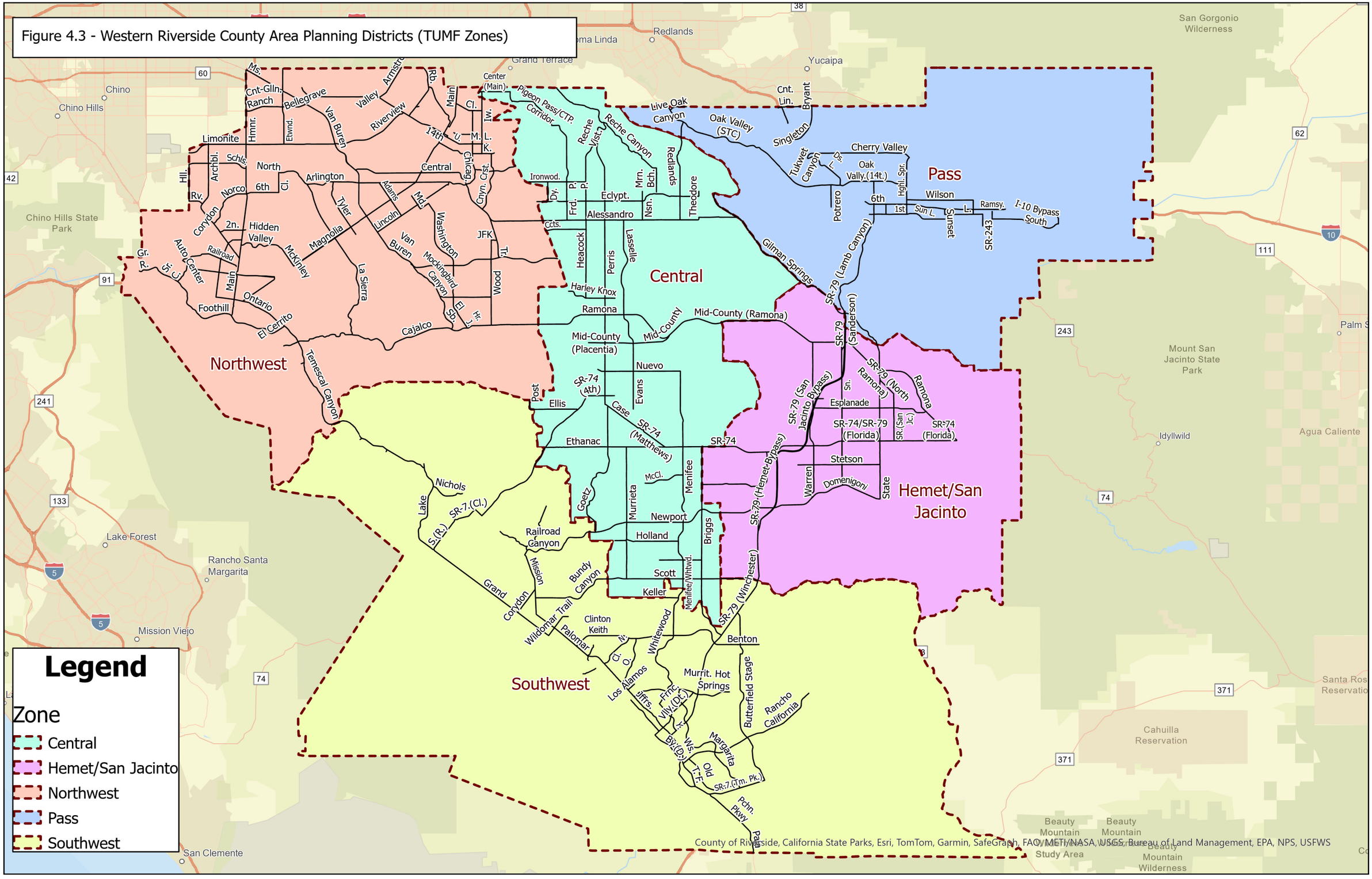


Figure 4.2 - Backbone Network of Highways and Arterials for Western Riverside County

Figure 4.3 - Western Riverside County Area Planning Districts (TUMF Zones)



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

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[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).

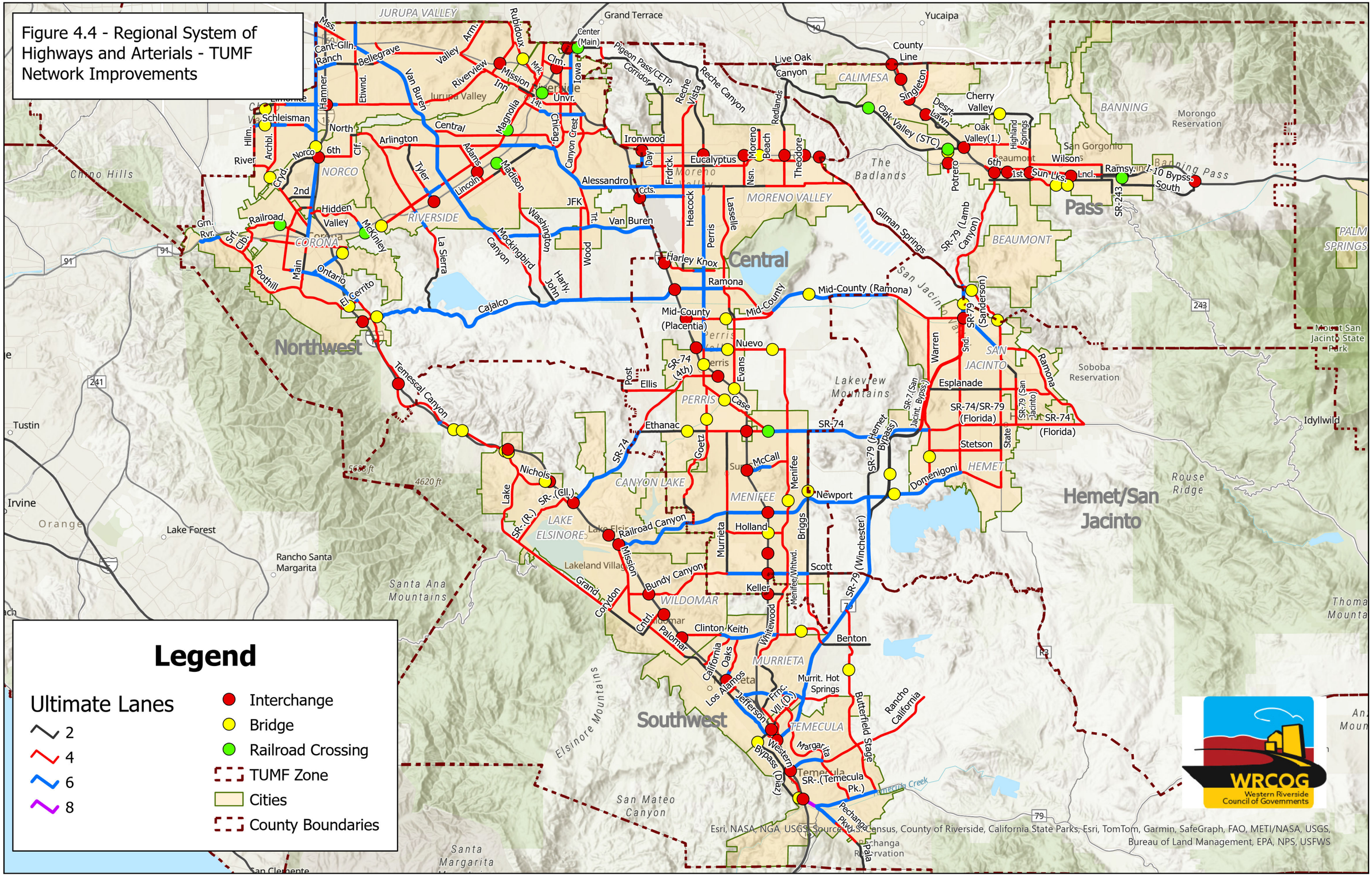


Figure 4.4 - Regional System of Highways and Arterials - TUMF Network Improvements

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)

Measure of Performance*	Peak Periods (Total)		
	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)

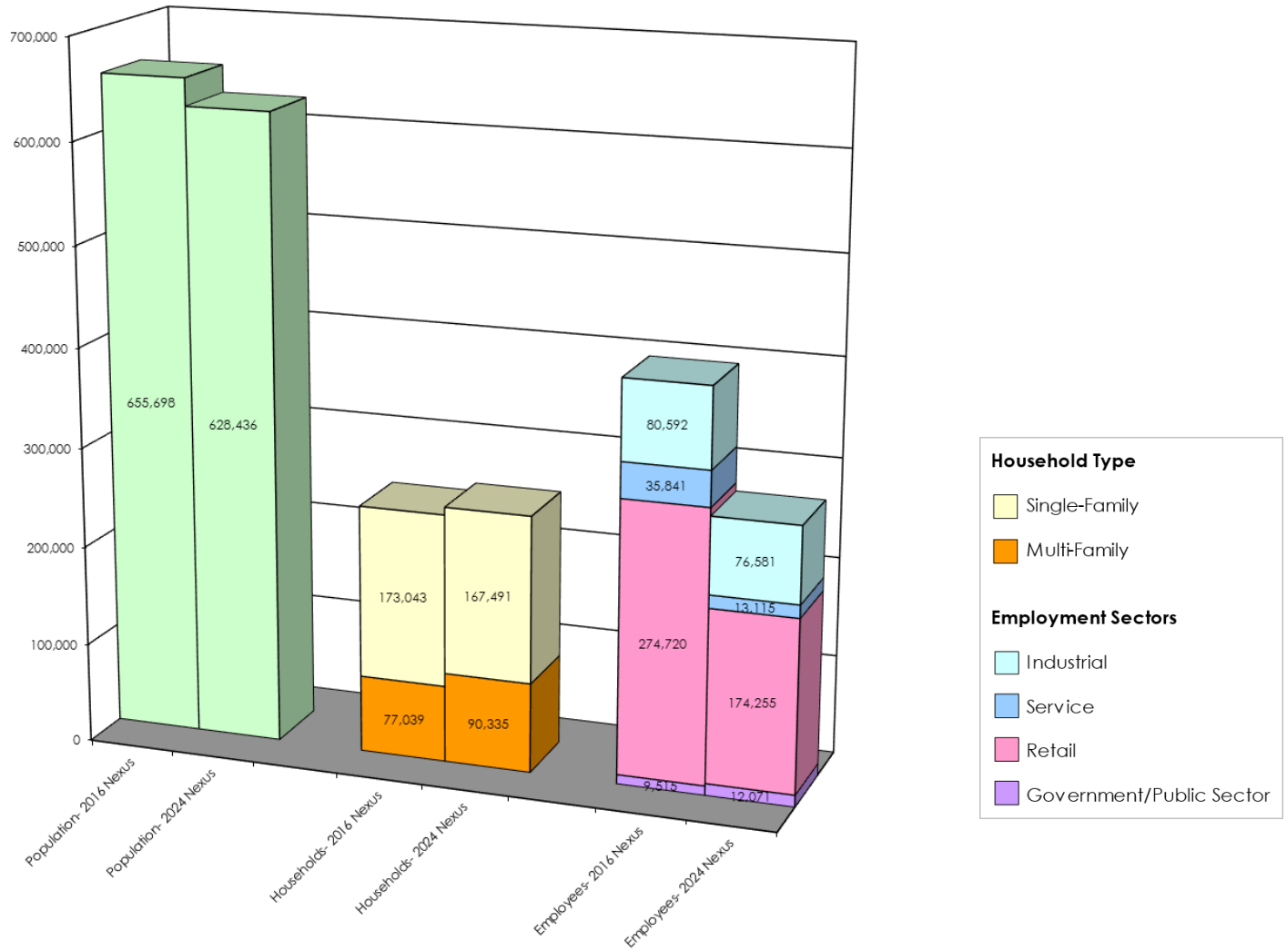
SED Type/Zone	2016 Update (2012-2040)	2024 Update (2018-2045)	Difference	Percent
Total Population	**655,698**	**628,436**	**-27,262**	**-4%**
Total Households	**250,082**	**257,826**	**7,744**	**3%**
Single-Family	173,043	167,491	-5,552	-3%
Multi-Family	77,039	90,335	13,296	17%
Total Employment	**400,668**	**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)

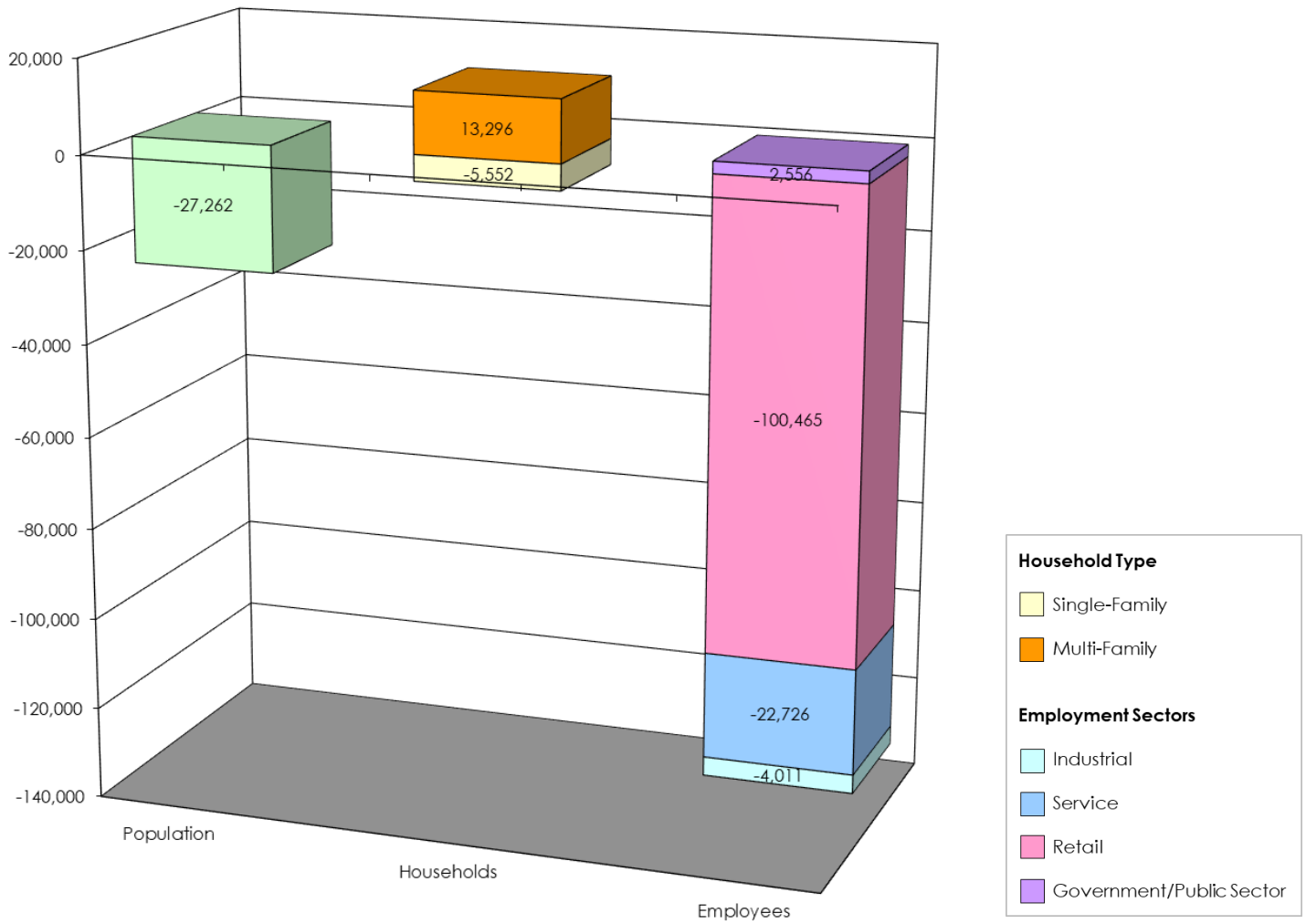
TUMF 2016 Nexus Update Comparison to TUMF 2024 Nexus Update



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 Code	NAICS Two Digit Code: NAICS Title	NAICS Three Digit Code: NAICS Code	NAICS Three Digit 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 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
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

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		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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		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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				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

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
				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

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TUMF Category	SCAG RTP/SCS Employment Categories	NAICS Two Digit Code: NAICS Code	NAICS Two Digit Code: NAICS Title	NAICS Three Digit Code: NAICS Code	NAICS Three Digit Code: NAICS Title	NAICS Six Digit Code: NAICS Code	NAICS Six Digit 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 Three Digit Code		NAICS Six Digit Code	
		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS 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 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
	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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		NAICS Code	NAICS Title	NAICS Code	NAICS Title	NAICS Code	NAICS 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

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
		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

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
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.

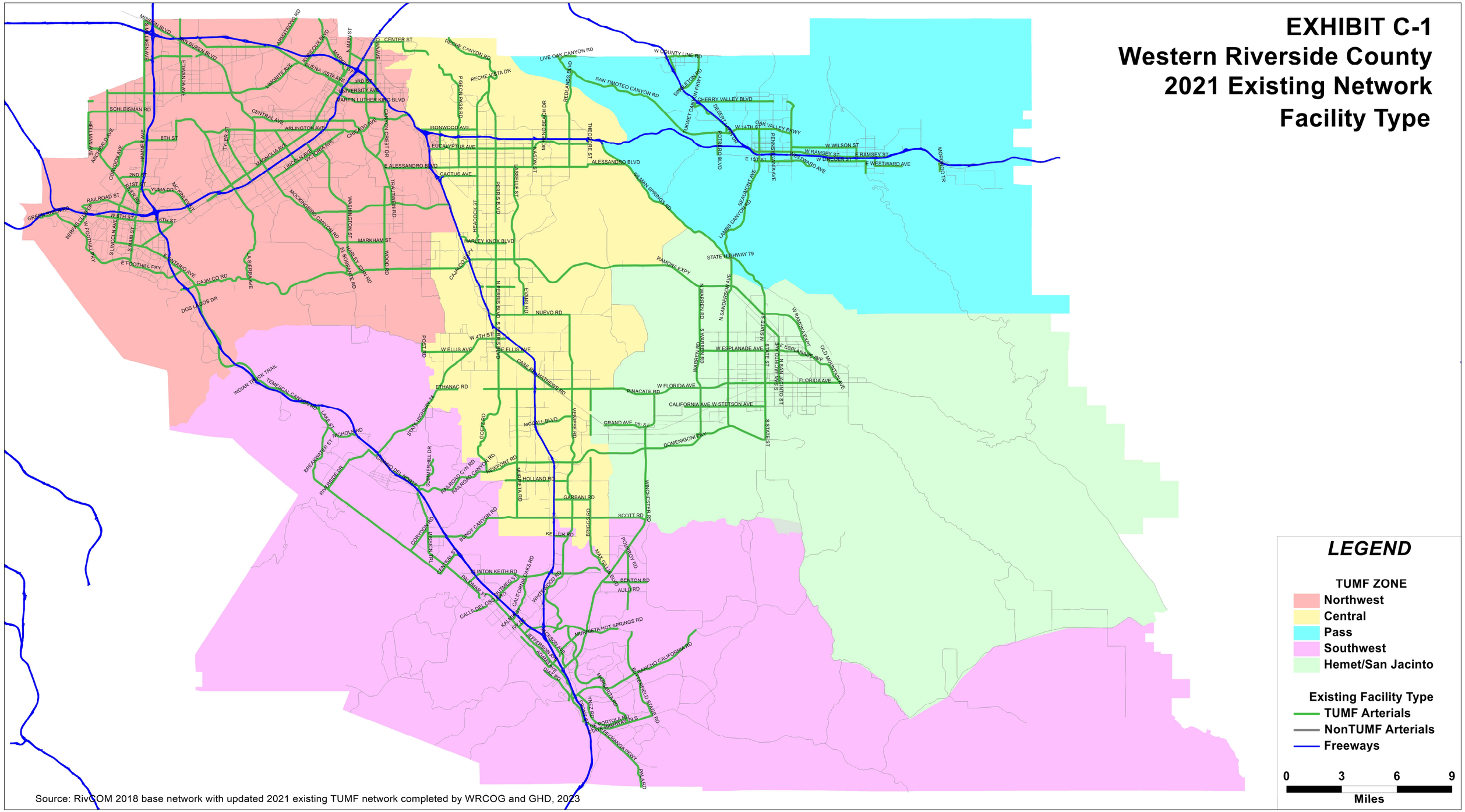
- VMT = Link Distance * Total Daily Volume
- VHT = Average Loaded (Congested) Link Travel Time * Total Daily Volume
- VHD = VHT – (Free-flow (Uncongested) Link Travel Time * Total Daily Volume)
- VMT LOS E or F = VMT (on links where Daily V/C exceeded 0.90)[13]

[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

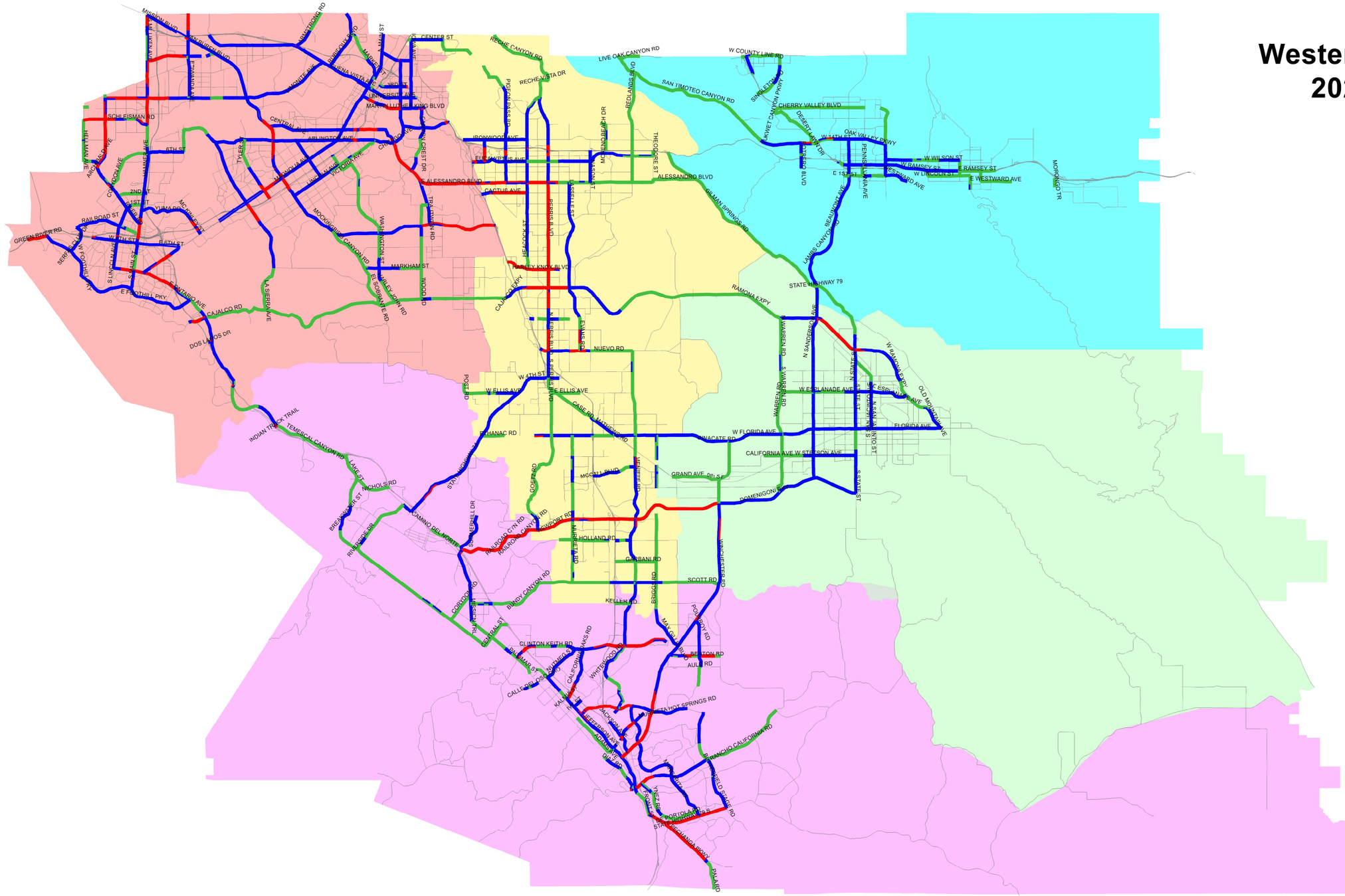
Plan Circulation Elements, primarily to confirm existing and future number of lanes and appropriateness of the facilities identified. The initial draft network was subsequently revised to consolidate appropriate General Plan Circulation Elements, including the identification of proposed new facilities 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

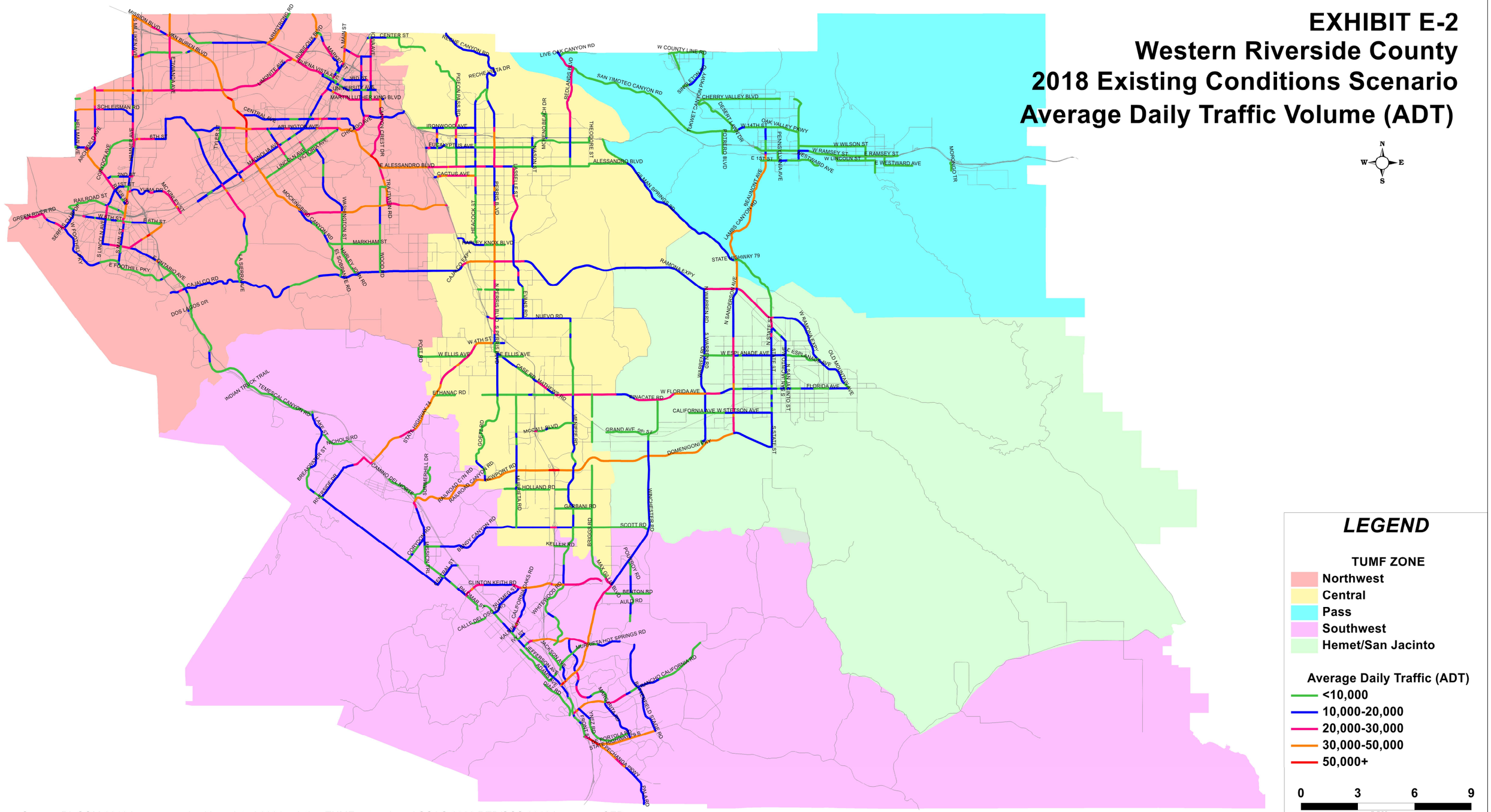
Existing Number of Lanes (Directional)

- 1 lane
- 2 lanes
- 3+ lanes

0 3.3 6.7 10
Miles

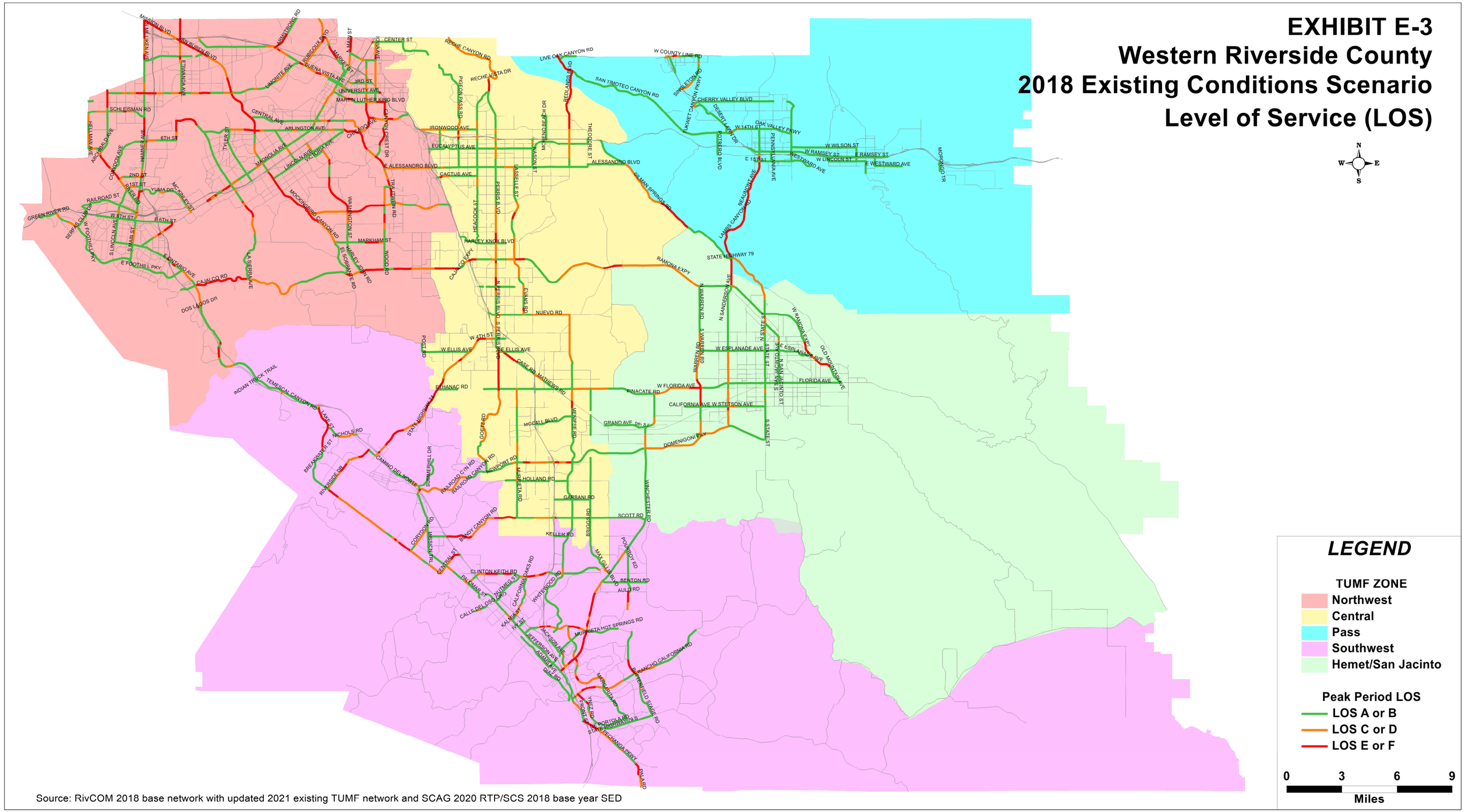
Source: RivCOM 2018 base network with updated 2021 existing TUMF network completed by WRCOG and GHD, 2023

EXHIBIT E-2
Western Riverside County
2018 Existing Conditions Scenario
Average Daily Traffic Volume (ADT)



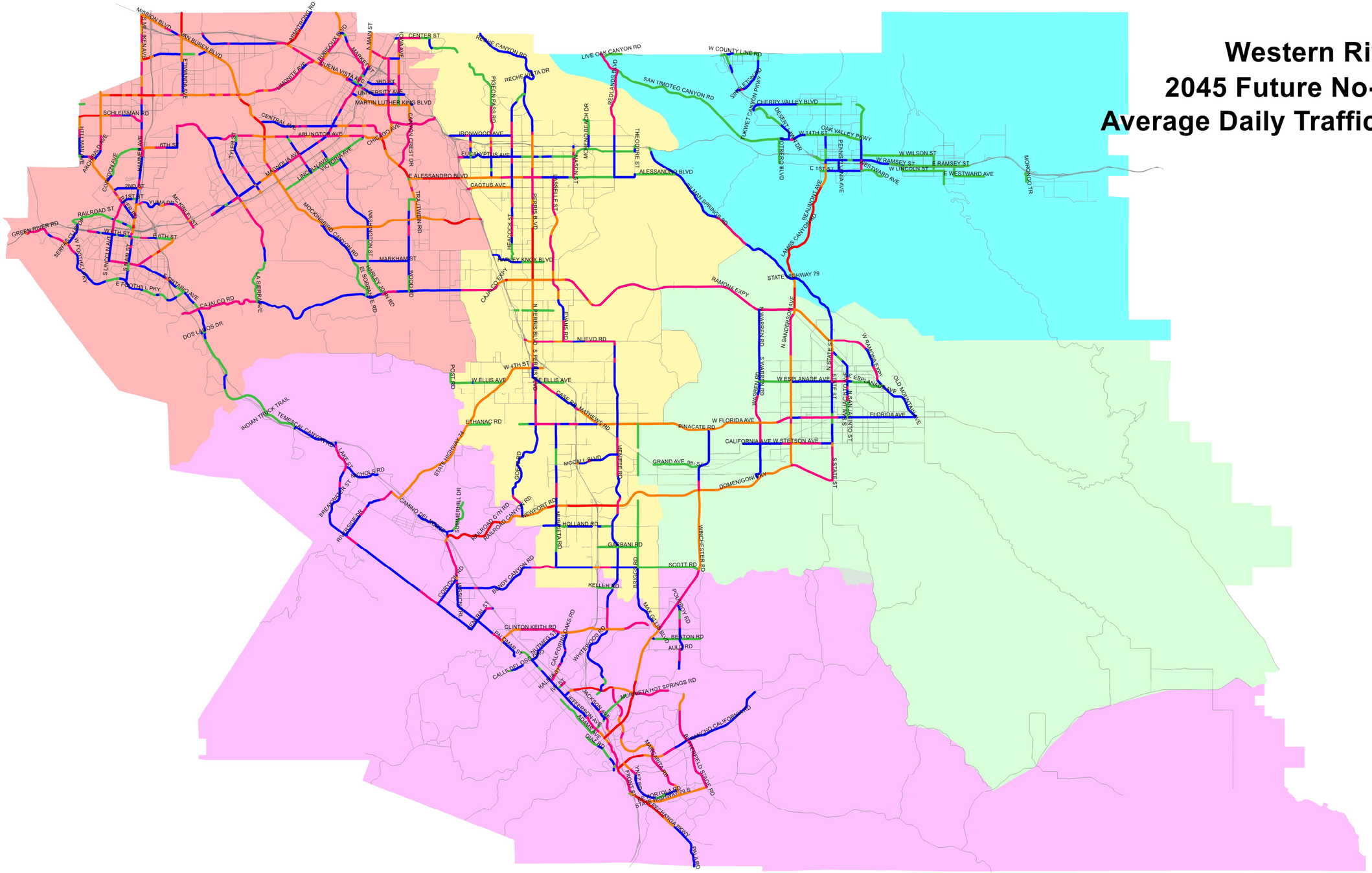
Source: RivCOM 2018 base network with updated 2021 existing TUMF network and SCAG 2020 RTP/SCS 2018 base year SED

EXHIBIT E-3
Western Riverside County
2018 Existing Conditions Scenario
Level of Service (LOS)



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

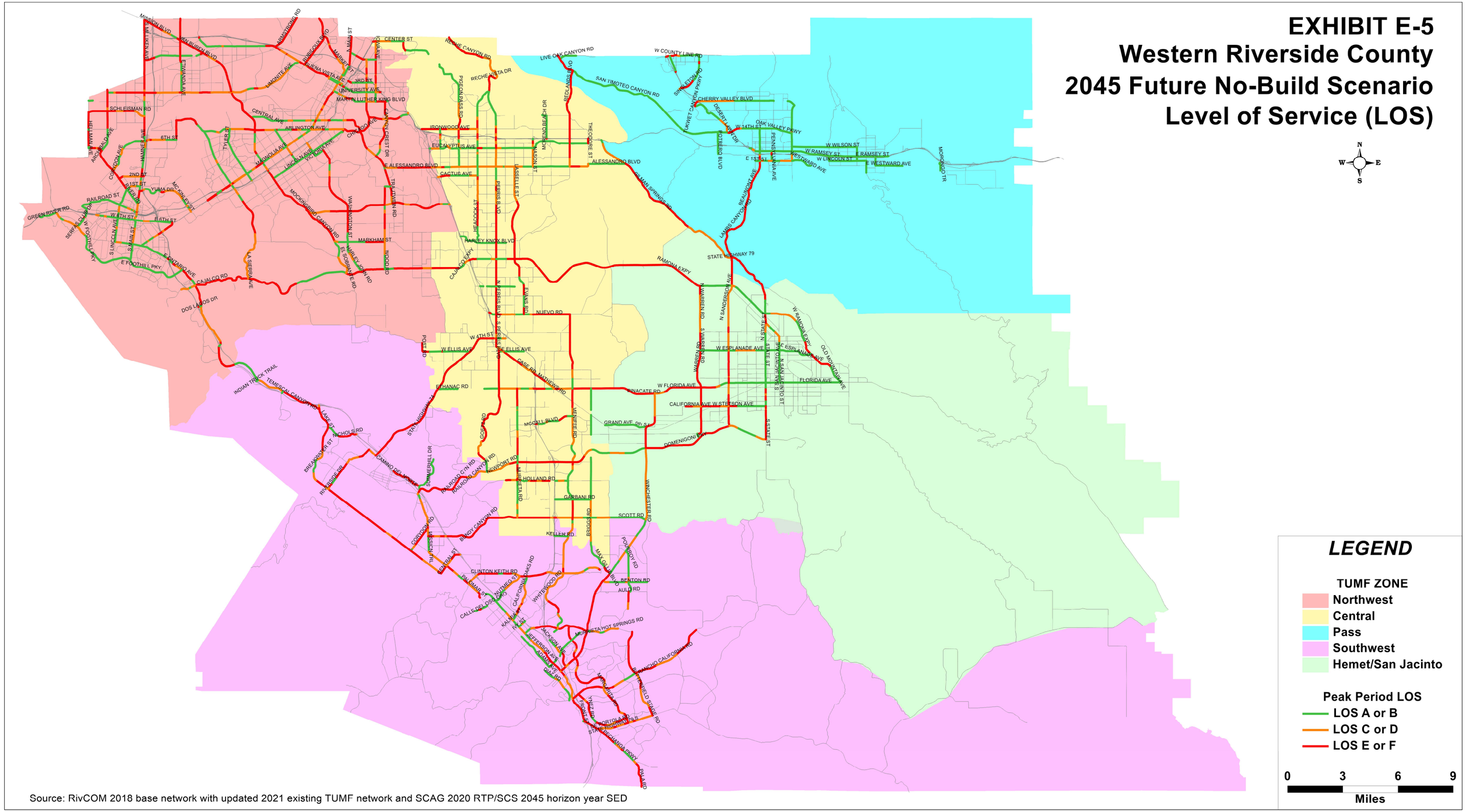
Average Daily Traffic (ADT)

- <10,000
- 10,000-20,000
- 20,000-30,000
- 30,000-50,000
- 50,000+

0 3 6 9
Miles

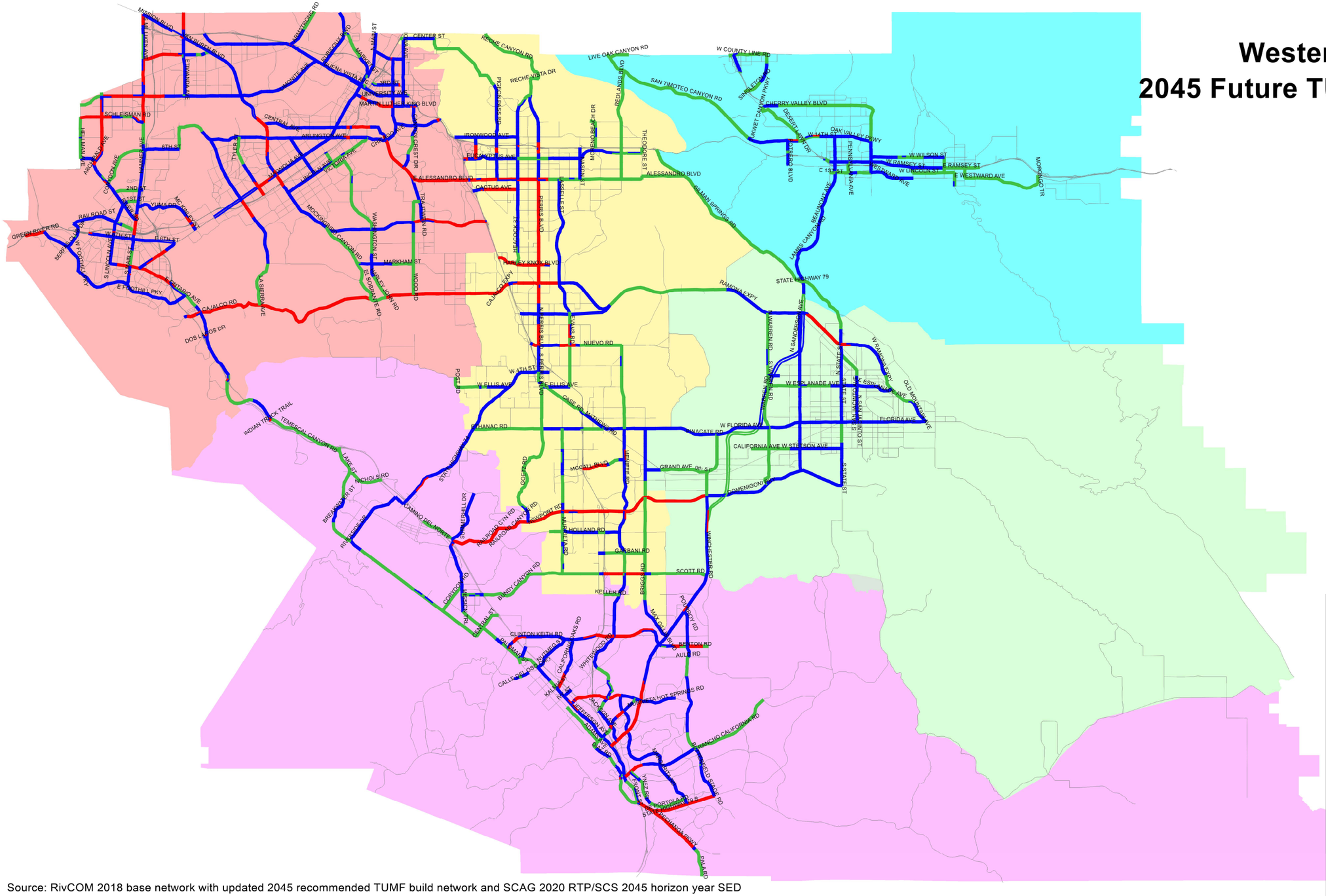
Source: RivCOM 2018 base network with updated 2021 existing TUMF network and SCAG 2020 RTP/SCS 2045 horizon year SED

EXHIBIT E-5
Western Riverside County
2045 Future No-Build Scenario
Level of Service (LOS)



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

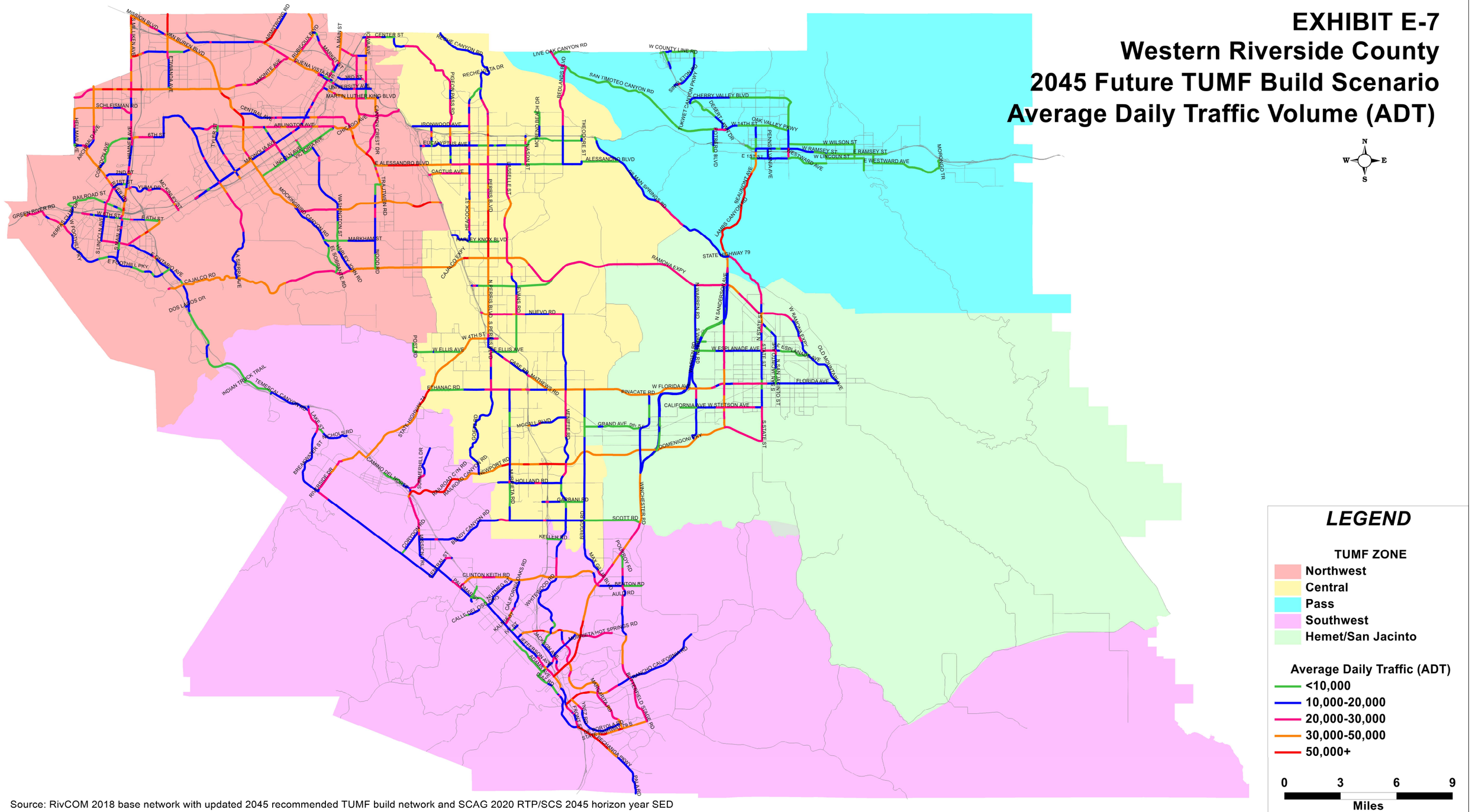
Existing Number of Lanes (Directional)

- 1 lane
- 2 lanes
- 3+ lanes

0 3.3 6.7 10
Miles

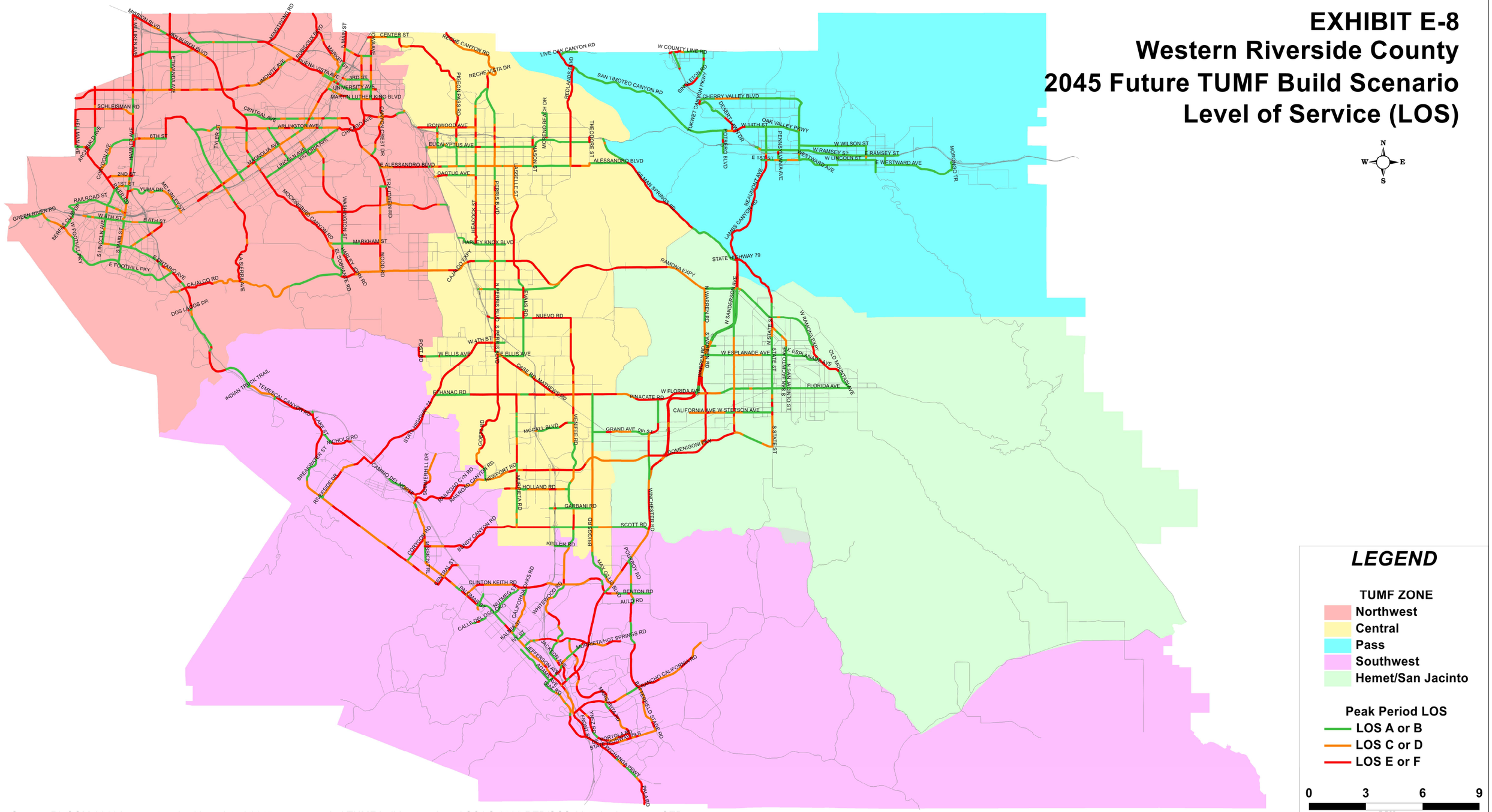
Source: RivCOM 2018 base network with updated 2045 recommended TUMF build network and SCAG 2020 RTP/SCS 2045 horizon year SED

EXHIBIT E-7
Western Riverside County
2045 Future TUMF Build Scenario
Average Daily Traffic Volume (ADT)



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;

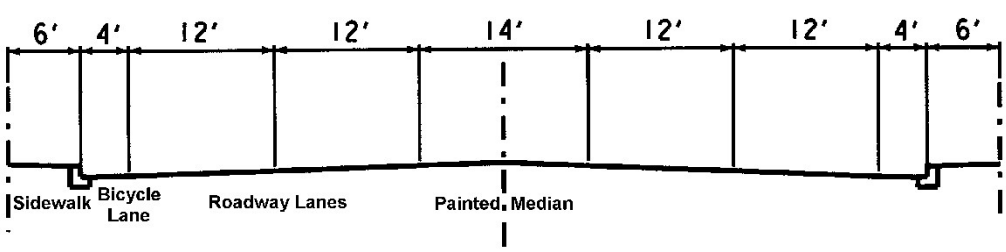
4. Construction of new Network bridge structures;
5. Expansion of existing Network interchanges with freeways;
6. Construction of new Network interchanges with freeways;
7. Grade separation of existing Network at-grade railroad crossings;
8. Expansion of existing Network-to-Network intersections;
9. 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. <u>Structure Items</u>

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. <u>Right of Way Items</u>

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.

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[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		I		$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

The Economics of Land Use

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.

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[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]

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[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.

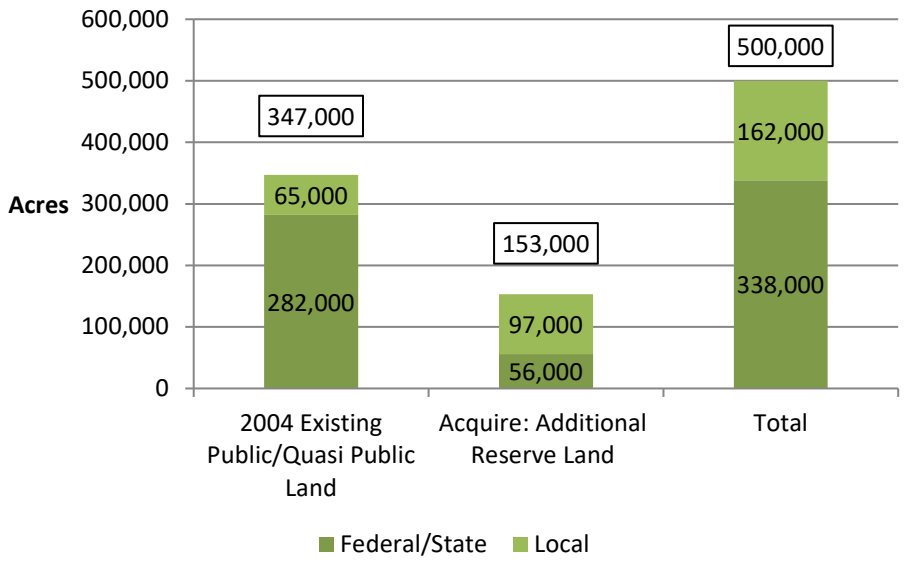
[12] The Wildlife Agencies include the US Fish and Wildlife Service and the California Department of Fish and Wildlife and the Permittees include all of the other parties to the Implementing Agreement.

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.

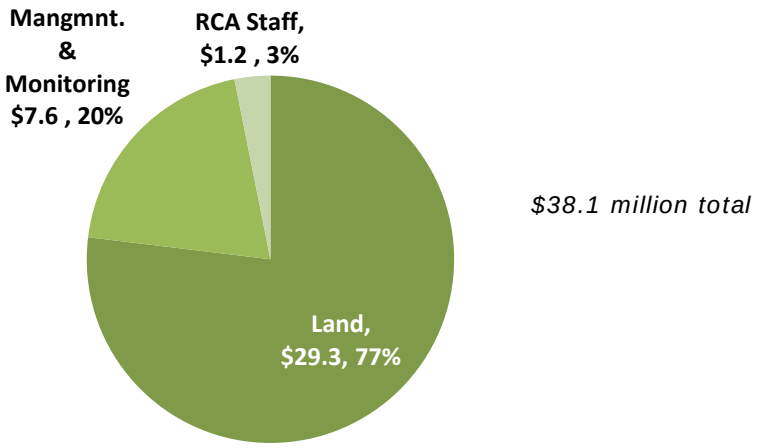
Table 5 2004 Estimates: MSHCP Implementation Costs and Funding Sources

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.

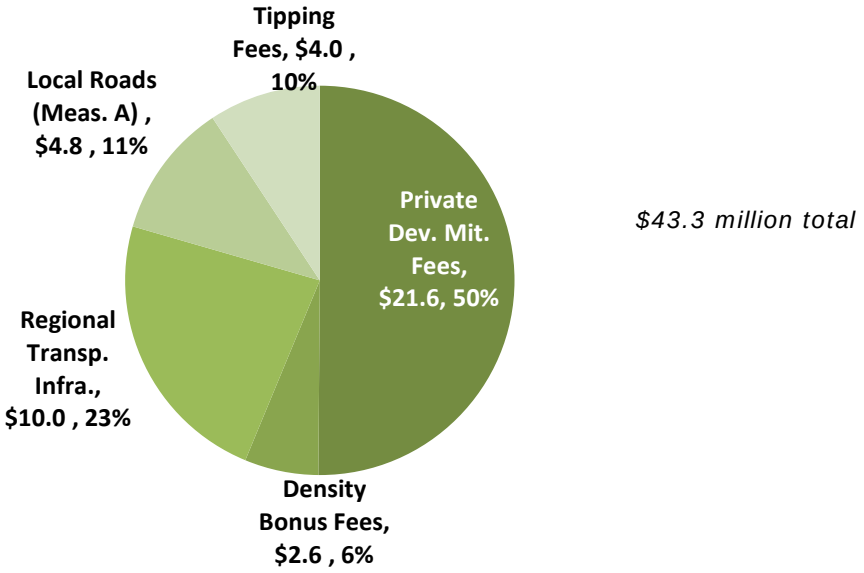
Figure 2 MSHCP Estimated Annual Costs in Millions, 2004 Dollars



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

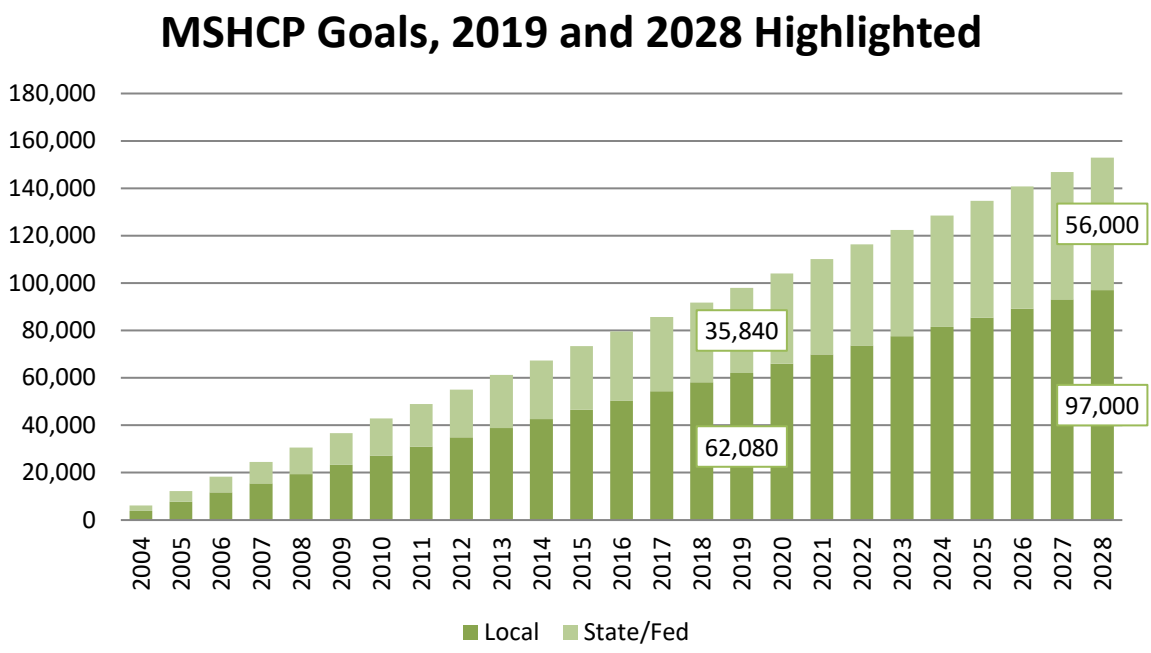
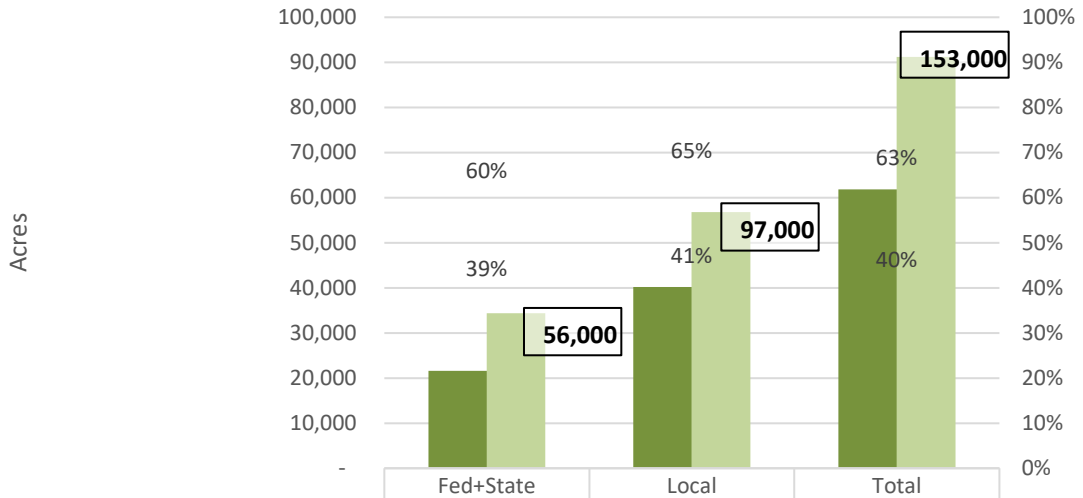


Figure 5 Progress Towards ARL Through End of 2019



	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.

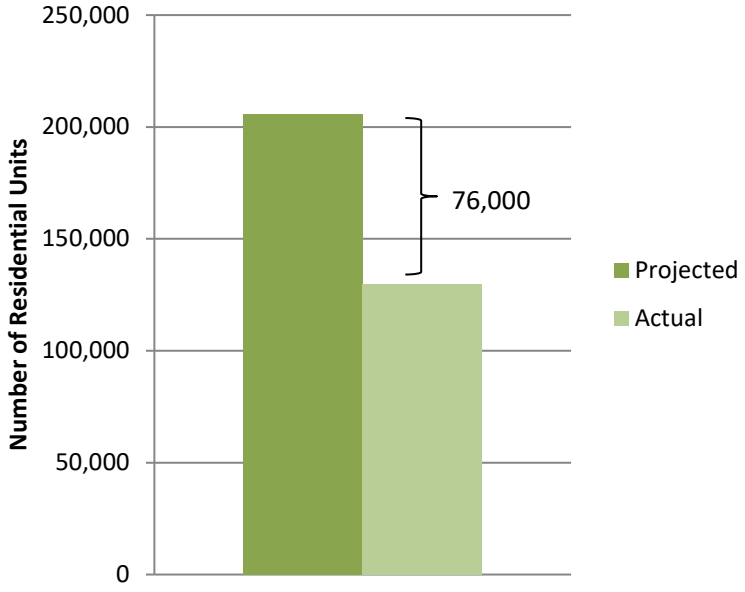
4. FORECASTS OF DEVELOPMENT, DEDICATION, FEE PAYMENT

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.

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[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)

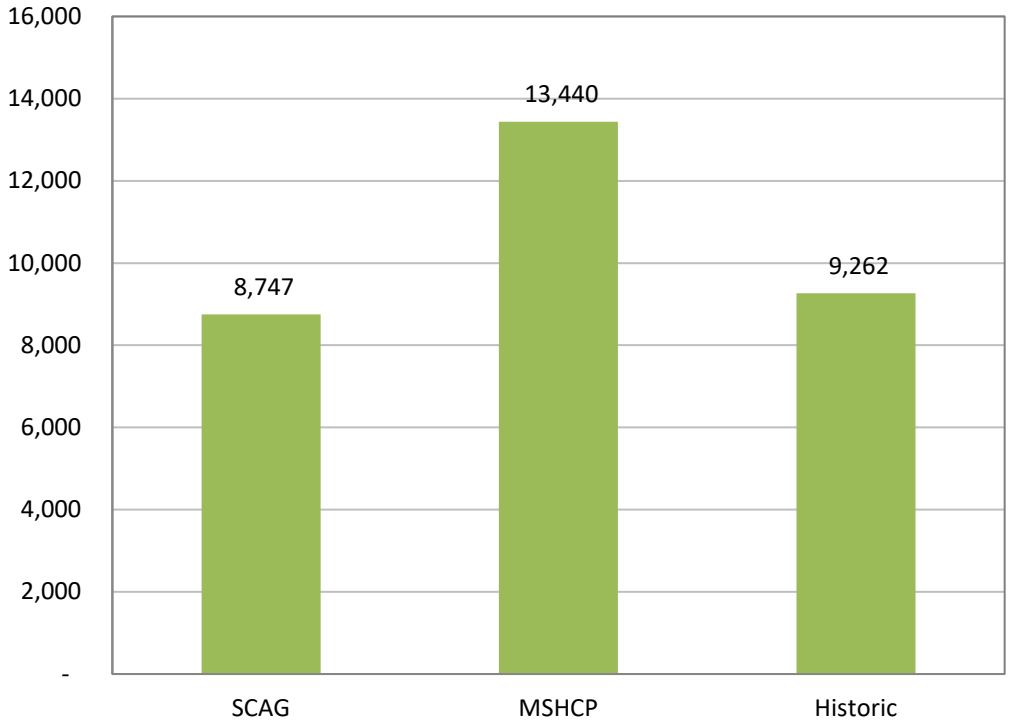
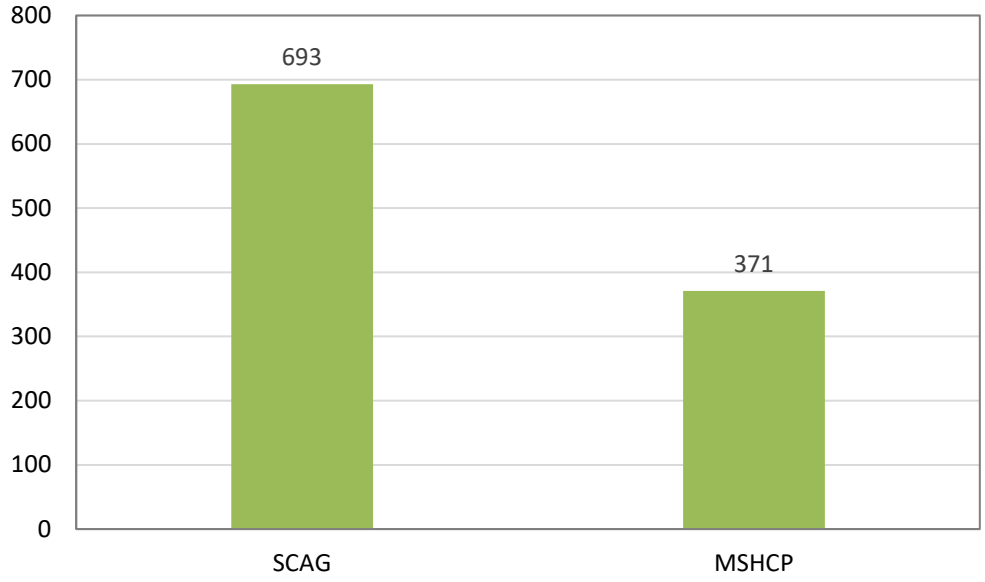


Figure 8 Newly Developed Commercial Acres per Year

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.

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[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

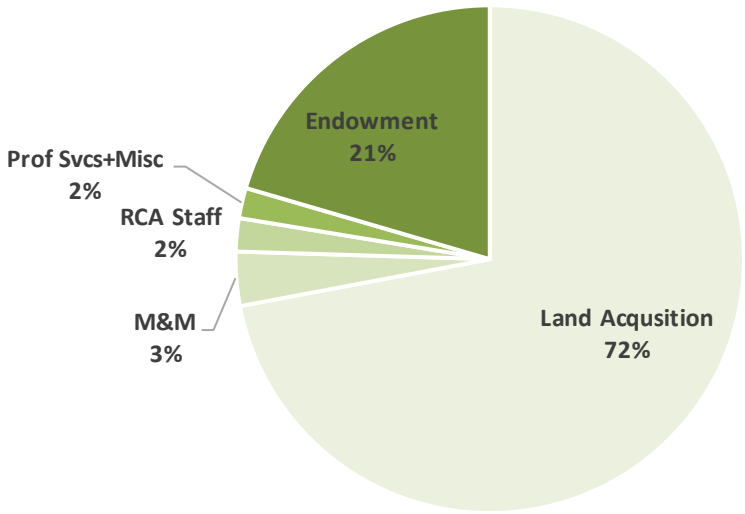
Item	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Total Endowment Funding Required	$225,208,133	$225,208,133	$225,208,133	$225,208,133
(Less) Endowment Interest	($25,695,187)	($40,679,628)	($54,846,349)	($68,206,990)
Net Endowment Funding Required	$199,512,947	$184,528,506	$170,361,785	$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.

6. RCA NON-FEE REVENUES

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.

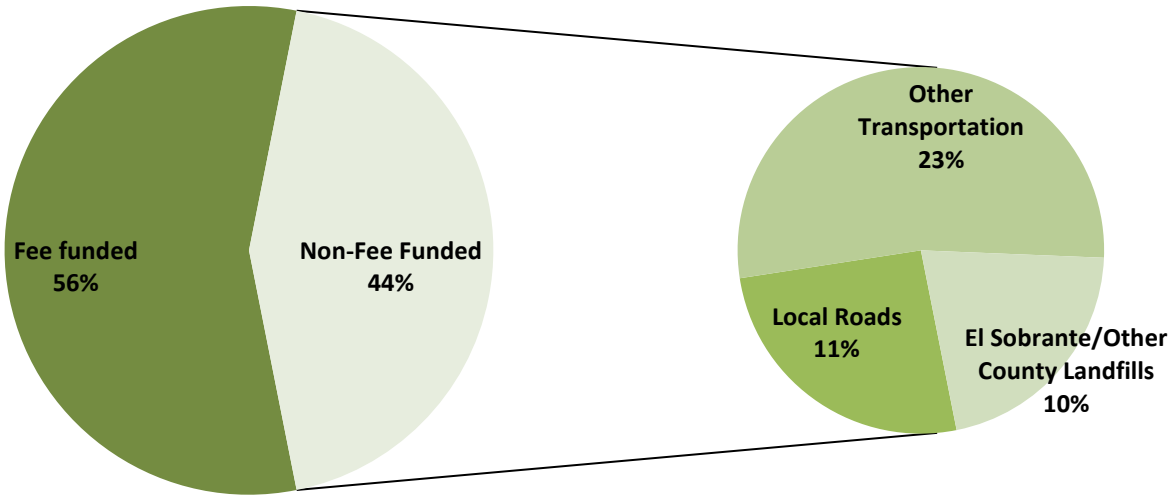
As described further below, at this point, the average annual funding from non-fee revenues sources are well below the MSCHP forecast. Measure A, a voter-approved ½ cent sales tax measure did provide substantial funding as envisioned (though is now fully used/ allocated) and, collectively, the other 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

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[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

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[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 Acuisition 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 Acuisition 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
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	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	$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	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	$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	$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	$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	$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	$0
Central		Menifee	Menifee	Garbani	Scott	Backbone	1.00	2	4	0%	2.00	1	3	0	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	$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	$0
Central		Menifee	Newport	Murrieta	I-215	Backbone	1.99	4	6	87%	0.52	1	3	0	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	$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	$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	$0
Central		Menifee	Scott	I-215	Briggs	Backbone	1.98	4	6	0%	3.96	1	3	0	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	$0
Central		Menifee	Scott	Sunset	Murrieta	Backbone	1.01	2	4	0%	2.01	1	3	0	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	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	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	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	$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	$0
Central		Moreno Valley	Alessandro	Moreno Beach	Gilman Springs	Backbone	4.13	2	4	0%	8.26	1	3	0	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	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	$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	$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	$0
Central		Moreno Valley	Perris	SR-60	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	$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	$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	$0
Central		Moreno Valley	Reche Vista	Country	Heacock	Backbone	0.44	2	4	0%	0.88	2	2	0	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	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	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	$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	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	$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	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	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	$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	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	$0
Central		Perris	Mid-County (Placentia)	Perris	Evans	Backbone	1.57	0	4	52%	3.01	1	2	0	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	$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	$0
Central		Perris	Perris	Ramona	Citrus	Backbone	2.49	4	6	35%	3.24	1	3	0	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	$0
Central		Perris	Perris	Nuevo	11th	Backbone	1.75	2	4	74%	0.91	1	2	0	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	$0
Central		Perris	Ramona	I-215	Perris	Backbone	1.44	4	6	77%	0.66	1	2	0	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	$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	$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	$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	$0
Central		Unincorporated	Ethanac	SR-74	Keystone	Backbone	1.07	0	2	0%	2.14	1	3	0	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	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	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	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	$0
Central		Unincorporated	Mid-County (Ramona)	Pico Avenue	Bridge Road	Backbone	5.95	2	6	8%	21.91	1	3	0	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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	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	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	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	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	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	$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	$0
Northwest		Riverside	Arlington	Magnolia	Alessandro	Backbone	2.73	4	6	0%	5.46	2	2	0	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	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	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	$0
Northwest		Riverside	Van Buren	Trautwein	Orange Terrace	Backbone	1.27	5	6	22%	0.99	1	2	0	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	$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	$0
Northwest		Unincorporated	Cajalco	El Sobrante	Harley John	Backbone	0.86	2	6	0%	3.46	2	3	0	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	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	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	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	$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	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	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	$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	0.74	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	$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	$0
Central		Menifee	Briggs	SR-74 (Pinacate)	Simpson	Secondary	2.54	2	4	73%	1.37	1	3	0	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	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	$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	$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	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	$0
Central		Menifee	Holland	Murrieta	Bradley	Secondary	1.03	2	4	0%	2.06	1	2	0	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	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	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	$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	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	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	$0
Central		Menifee	McCall	Aspel	Menifee	Secondary	0.95	2	4	45%	1.05	1	3	0	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	$0
Central		Menifee	Murrieta	McCall	Newport	Secondary	2.03	2	4	10%	3.65	1	3	0	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	$0
Central		Moreno Valley	Cactus	I-215	Heacock	Secondary	2.17	4	6	83%	0.74	1	2	0	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	$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	$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	$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	$0
Central		Moreno Valley	Eucalyptus	I-215	Towngate	Secondary	1.00	4	6	42%	1.16	1	2	0	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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$0
Central		Moreno Valley	Moreno Beach	Reche Canyon	SR-60	Secondary	1.23	2	4	0%	2.47	1	2	0	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	$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	$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	$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	$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	$0
Central		Moreno Valley	Redlands	Locust	Alessandro	Secondary	2.75	2	4	5%	5.22	1	2	0	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	$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	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	$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	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	$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	$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	$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	$0
Central		Perris	Evans	Placentia	Nuevo	Secondary	1.52	0	4	51%	2.98	1	3	0	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	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	$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	$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	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	$0
Central		Perris	Harley Knox	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	$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	$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	$0
Central		Perris	Nuevo	I-215	Murrieta	Secondary	1.36	4	6	18%	2.23	1	2	0	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	$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	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	$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	$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	$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	$0
Central		Unincorporated	Center (Main)	I-215	interchange	Secondary	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	$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	$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	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 Corrido	Center	Pigeon Pass	Secondary	0.61	2	4	46%	0.65	3	3	0	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	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	$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	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	$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	$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	$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	$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	$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	$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	$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	$0
Northwest		Corona	Magnolia	6th	Sherborn	Secondary	0.46	4	6	0%	0.92	1	2	0	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	$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	$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	$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	$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	$0
Northwest		Corona	Main	Hidden Valley	Parkridge	Secondary	0.35	4	6	0%	0.70	1	2	0	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	$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	$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	$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	$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	$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	$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	$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	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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	River		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	Limonite	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	1	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	$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	$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	$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	$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	$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	$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	$0
Northwest	Unincorporated		La Sierra	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	$0
Northwest	Unincorporated		Mockingbird Canyon	Van Buren	El Sobrante	Secondary	3.41	2	4	0%	6.82	2	3	0	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	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	$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	$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	$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	$0
Northwest	Unincorporated		Temescal Canyon	I-15	interchange	Secondary	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	$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	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	$0
Northwest	Unincorporated		Washington	Hermosa	Harley John	Secondary	3.96	2	4	26%	5.86	1	3	0	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	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	$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	$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	$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	$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	$0
Pass	Banning		Sun Lakes	Highland Home	Sunset	Secondary	1.00	0	4	0%	4.00	1	2	0	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	$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	$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	$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	$0
Pass	Banning		Sunset	I-10	interchange	Secondary	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
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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$0
Pass	Beaumont		Pennsylvania	6th	1st	Secondary	0.53	2	4	18%	0.86	1	2	0	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	$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	$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	$0
Pass	Calimesa		Calimesa	I-10	interchange	Secondary	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	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	$0
Pass	Calimesa		County Line	I-10	interchange	Secondary	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
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	$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	$0
Pass	Calimesa		Singleton	Condit	Roberts	Secondary	0.85	2	4	0%	1.70	1	2	0	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	$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	$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	$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	$0
Pass	Unincorporated		San Timoteo Canyon	UP Railroad	railroad crossing	Secondary	0.00	2	2	0%	0.00	2	3	0	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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$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	$0
San Jacinto	Hemet		Stetson	Warren	Cawston	Secondary	1.00	2	4	0%	2.00	1	3	0	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	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	$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	$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	$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	$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	$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	$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	$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	$0
San Jacinto	San Jacinto		State	Gilman Springs	Quandt Ranch	Secondary	0.76	2	4	0%	1.52	1	3	0	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	$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	$0
San Jacinto	San Jacinto		Warren	Ramona	Esplanade	Secondary	3.47	2	4	11%	6.18	1	3	0	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	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	$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	$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	Lake	Temescal Wash	bridge	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 Murrietta	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 Bypa	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 Elli	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 Krameria	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	1.75		$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 Morazga 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 Cadenza, 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	Acacia	Menlo	$0	$0	$0		0%	0%	0.74	0.92		$0	$0	$0	$0	$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 (	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
1052	Riverside	Central	Menifee
1053	Riverside	Central	Menifee
1054	Riverside	Central	Menifee
1055	Riverside	Central	Menifee
1056	Riverside	Central	Menifee
1057	Riverside	Central	Menifee
1058	Riverside	Central	Menifee
1059	Riverside	Central	Menifee
1060	Riverside	Central	Menifee
1061	Riverside	Central	Menifee
1062	Riverside	Central	Menifee
1063	Riverside	Central	Menifee
1064	Riverside	Central	Menifee
1065	Riverside	Central	Menifee
1066	Riverside	Central	Menifee
1067	Riverside	Central	Menifee
1068	Riverside	Central	Menifee
1069	Riverside	Central	Menifee
1070	Riverside	Central	Menifee
1071	Riverside	Central	Menifee
1072	Riverside	Central	Menifee
1073	Riverside	Central	Menifee
1074	Riverside	Central	Menifee
1075	Riverside	Central	Menifee
1076	Riverside	Central	Menifee
1077	Riverside	Central	Menifee
1078	Riverside	Central	Menifee
1079	Riverside	Central	Menifee
1080	Riverside	Central	Menifee
1081	Riverside	Central	Menifee
1082	Riverside	Central	Menifee
1083	Riverside	Central	Menifee
1084	Riverside	Central	Menifee
1085	Riverside	Central	Menifee
1086	Riverside	Central	Menifee
1087	Riverside	Central	Menifee
1088	Riverside	Central	Menifee
1089	Riverside	Central	Menifee
1090	Riverside	Central	Menifee
1091	Riverside	Central	Menifee
1092	Riverside	Central	Menifee
1093	Riverside	Central	Menifee
1094	Riverside	Central	Menifee
1095	Riverside	Central	Menifee
1096	Riverside	Central	Menifee
1097	Riverside	Central	Menifee
1098	Riverside	Central	Menifee
1099	Riverside	Central	Menifee
1100	Riverside	Central	Menifee
1101	Riverside	Central	Menifee
1102	Riverside	Central	Menifee
1103	Riverside	Central	Menifee
1104	Riverside	Central	Menifee
1105	Riverside	Central	Menifee
1106	Riverside	Central	Menifee
1107	Riverside	Central	Menifee
1108	Riverside	Central	Menifee
1109	Riverside	Central	Menifee
1110	Riverside	Central	Menifee
1111	Riverside	Central	Menifee
1112	Riverside	Central	Menifee
1113	Riverside	Central	Menifee
1114	Riverside	Central	Menifee
1115	Riverside	Central	Menifee
1116	Riverside	Central	Menifee
1117	Riverside	Central	Menifee
1118	Riverside	Central	Menifee
1119	Riverside	Central	Menifee
1120	Riverside	Central	Menifee
1121	Riverside	Central	Menifee
1122	Riverside	Central	Menifee
1123	Riverside	Central	Menifee
1124	Riverside	Central	Menifee
1125	Riverside	Central	Menifee
1126	Riverside	Central	Menifee
1127	Riverside	Central	Menifee
1128	Riverside	Central	Menifee
1129	Riverside	Central	Menifee
1130	Riverside	Central	Menifee
1131	Riverside	Central	Menifee
1132	Riverside	Central	Menifee
1133	Riverside	Central	Menifee
1134	Riverside	Central	Menifee
1135	Riverside	Central	Menifee
1136	Riverside	Central	Menifee
1137	Riverside	Central	Menifee
1138	Riverside	Central	Menifee
1139	Riverside	Central	Menifee
1140	Riverside	Central	Menifee
1141	Riverside	Central	Menifee
1142	Riverside	Central	Menifee
1143	Riverside	Central	Moreno Valley
1144	Riverside	Central	Moreno Valley
1145	Riverside	Central	Moreno Valley
1146	Riverside	Central	Moreno Valley
1147	Riverside	Central	Moreno Valley
1148	Riverside	Central	Moreno Valley
1149	Riverside	Central	Moreno Valley
1150	Riverside	Central	Moreno Valley
1151	Riverside	Central	Moreno Valley
1152	Riverside	Central	Moreno Valley
1153	Riverside	Central	Moreno Valley
1154	Riverside	Central	Moreno Valley
1155	Riverside	Central	Moreno Valley
1156	Riverside	Central	Moreno Valley
1157	Riverside	Central	Moreno Valley
1158	Riverside	Central	Moreno Valley
1159	Riverside	Central	Moreno Valley
1160	Riverside	Central	Moreno Valley
1161	Riverside	Central	Moreno Valley
1162	Riverside	Central	Moreno Valley
1163	Riverside	Central	Moreno Valley
1164	Riverside	Central	Moreno Valley
1165	Riverside	Central	Moreno Valley
1166	Riverside	Central	Moreno Valley
1167	Riverside	Central	Moreno Valley
1168	Riverside	Central	Moreno Valley
1169	Riverside	Central	Moreno Valley
1170	Riverside	Central	Moreno Valley
1171	Riverside	Central	Moreno Valley
1172	Riverside	Central	Moreno Valley
1173	Riverside	Central	Moreno Valley
1174	Riverside	Central	Moreno Valley
1175	Riverside	Central	Moreno Valley
1176	Riverside	Central	Moreno Valley
1177	Riverside	Central	Moreno Valley
1178	Riverside	Central	Moreno Valley
1179	Riverside	Central	Moreno Valley
1180	Riverside	Central	Moreno Valley
1181	Riverside	Central	Moreno Valley
1182	Riverside	Central	Moreno Valley
1183	Riverside	Central	Moreno Valley
1184	Riverside	Central	Moreno Valley
1185	Riverside	Central	Moreno Valley
1186	Riverside	Central	Moreno Valley
1187	Riverside	Central	Moreno Valley
1188	Riverside	Central	Moreno Valley
1189	Riverside	Central	Moreno Valley
1190	Riverside	Central	Moreno Valley
1191	Riverside	Central	Moreno Valley
1192	Riverside	Central	Moreno Valley
1193	Riverside	Central	Moreno Valley
1194	Riverside	Central	Moreno Valley
1195	Riverside	Central	Moreno Valley
1196	Riverside	Central	Moreno Valley

TAZ	County	WRCOG Zone	City
1197	Riverside	Central	Moreno Valley
1198	Riverside	Central	Moreno Valley
1199	Riverside	Central	Moreno Valley
1200	Riverside	Central	Moreno Valley
1201	Riverside	Central	Moreno Valley
1202	Riverside	Central	Moreno Valley
1203	Riverside	Central	Moreno Valley
1204	Riverside	Central	Moreno Valley
1205	Riverside	Central	Moreno Valley
1206	Riverside	Central	Moreno Valley
1207	Riverside	Central	Moreno Valley
1208	Riverside	Central	Moreno Valley
1209	Riverside	Central	Moreno Valley
1210	Riverside	Central	Moreno Valley
1211	Riverside	Central	Moreno Valley
1212	Riverside	Central	Moreno Valley
1213	Riverside	Central	Moreno Valley
1214	Riverside	Central	Moreno Valley
1215	Riverside	Central	Moreno Valley
1216	Riverside	Central	Moreno Valley
1217	Riverside	Central	Moreno Valley
1218	Riverside	Central	Moreno Valley
1219	Riverside	Central	Moreno Valley
1220	Riverside	Central	Moreno Valley
1221	Riverside	Central	Moreno Valley
1222	Riverside	Central	Moreno Valley
1223	Riverside	Central	Moreno Valley
1224	Riverside	Central	Moreno Valley
1225	Riverside	Central	Moreno Valley
1226	Riverside	Central	Moreno Valley
1227	Riverside	Central	Moreno Valley
1228	Riverside	Central	Moreno Valley
1229	Riverside	Central	Moreno Valley
1230	Riverside	Central	Moreno Valley
1231	Riverside	Central	Moreno Valley
1232	Riverside	Central	Moreno Valley
1233	Riverside	Central	Moreno Valley
1234	Riverside	Central	Moreno Valley
1235	Riverside	Central	Moreno Valley
1236	Riverside	Central	Moreno Valley
1237	Riverside	Central	Moreno Valley
1238	Riverside	Central	Moreno Valley
1239	Riverside	Central	Moreno Valley
1240	Riverside	Central	Moreno Valley
1241	Riverside	Central	Moreno Valley
1242	Riverside	Central	Moreno Valley
1243	Riverside	Central	Moreno Valley
1244	Riverside	Central	Moreno Valley
1245	Riverside	Central	Moreno Valley
1246	Riverside	Central	Moreno Valley
1247	Riverside	Central	Moreno Valley
1248	Riverside	Central	Moreno Valley
1249	Riverside	Central	Moreno Valley
1250	Riverside	Central	Moreno Valley
1251	Riverside	Central	Moreno Valley
1252	Riverside	Central	Moreno Valley
1253	Riverside	Central	Moreno Valley
1254	Riverside	Central	Moreno Valley
1255	Riverside	Central	Moreno Valley
1256	Riverside	Central	Moreno Valley
1257	Riverside	Central	Moreno Valley
1258	Riverside	Central	Moreno Valley
1259	Riverside	Central	Moreno Valley
1260	Riverside	Central	Moreno Valley
1261	Riverside	Central	Moreno Valley
1262	Riverside	Central	Moreno Valley
1263	Riverside	Central	Moreno Valley
1264	Riverside	Central	Moreno Valley
1265	Riverside	Central	Moreno Valley
1266	Riverside	Central	Moreno Valley
1267	Riverside	Central	Moreno Valley
1268	Riverside	Central	Moreno Valley
1269	Riverside	Central	Moreno Valley
1270	Riverside	Central	Moreno Valley
1271	Riverside	Central	Moreno Valley
1272	Riverside	Central	Moreno Valley
1273	Riverside	Central	Moreno Valley
1274	Riverside	Central	Moreno Valley
1275	Riverside	Central	Moreno Valley
1276	Riverside	Central	Moreno Valley
1277	Riverside	Central	Moreno Valley
1279	Riverside	Central	Moreno Valley
1280	Riverside	Central	Moreno Valley
1281	Riverside	Central	Moreno Valley
1282	Riverside	Central	Moreno Valley
1283	Riverside	Central	Moreno Valley
1284	Riverside	Central	Moreno Valley
1285	Riverside	Central	Moreno Valley
1793	Riverside	Central	Perris
1794	Riverside	Central	Perris
1795	Riverside	Central	Perris
1796	Riverside	Central	Perris
1797	Riverside	Central	Perris
1798	Riverside	Central	Perris
1799	Riverside	Central	Perris
1800	Riverside	Central	Perris
1801	Riverside	Central	Perris
1802	Riverside	Central	Perris
1803	Riverside	Central	Perris
1804	Riverside	Central	Perris
1805	Riverside	Central	Perris
1806	Riverside	Central	Perris
1807	Riverside	Central	Perris
1808	Riverside	Central	Perris
1809	Riverside	Central	Perris
1810	Riverside	Central	Perris
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1812	Riverside	Central	Perris
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1855	Riverside	Central	Perris
1856	Riverside	Central	Perris

TAZ	County	WRCOG Zone	City
1857	Riverside	Central	Perris
1858	Riverside	Central	Perris
1859	Riverside	Central	Perris
1860	Riverside	Central	Perris
1861	Riverside	Central	Perris
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1876	Riverside	Central	Perris
1877	Riverside	Central	Perris
1878	Riverside	Central	Perris
1879	Riverside	Central	Perris
2126	Riverside	Central	Riverside
2127	Riverside	Central	Riverside
2128	Riverside	Central	Riverside
2320	Riverside	Central	Unincorporated
2327	Riverside	Central	Unincorporated
2328	Riverside	Central	Unincorporated
2329	Riverside	Central	Unincorporated
2330	Riverside	Central	Unincorporated
2331	Riverside	Central	Unincorporated
2332	Riverside	Central	Unincorporated
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2334	Riverside	Central	Unincorporated
2335	Riverside	Central	Unincorporated
2336	Riverside	Central	Unincorporated
2337	Riverside	Central	Unincorporated
2339	Riverside	Central	Unincorporated
2341	Riverside	Central	Unincorporated
2343	Riverside	Central	Unincorporated
2344	Riverside	Central	Unincorporated
2345	Riverside	Central	Unincorporated
2350	Riverside	Central	Unincorporated
2351	Riverside	Central	Unincorporated
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2752	Riverside	Central	Unincorporated
2753	Riverside	Central	Unincorporated
2754	Riverside	Central	Unincorporated
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2756	Riverside	Central	Unincorporated
2757	Riverside	Central	Unincorporated
2758	Riverside	Central	Unincorporated
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2782	Riverside	Central	Unincorporated
2783	Riverside	Central	Unincorporated
2784	Riverside	Central	Unincorporated
2785	Riverside	Central	Unincorporated
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2789	Riverside	Central	Unincorporated
2793	Riverside	Central	Unincorporated
2794	Riverside	Central	Unincorporated
2795	Riverside	Central	Unincorporated
2796	Riverside	Central	Unincorporated
2797	Riverside	Central	Unincorporated
2802	Riverside	Central	Unincorporated
2804	Riverside	Central	Unincorporated
2807	Riverside	Central	Unincorporated
2809	Riverside	Central	Unincorporated
2825	Riverside	Central	Unincorporated
2853	Riverside	Central	Unincorporated
2857	Riverside	Central	Unincorporated
2862	Riverside	Central	Unincorporated
2863	Riverside	Central	Unincorporated
2864	Riverside	Central	Unincorporated
2869	Riverside	Central	Unincorporated
2870	Riverside	Central	Unincorporated
2872	Riverside	Central	Unincorporated
2875	Riverside	Central	Unincorporated
2877	Riverside	Central	Unincorporated
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2879	Riverside	Central	Unincorporated
2880	Riverside	Central	Unincorporated
2905	Riverside	Central	Unincorporated
2906	Riverside	Central	Unincorporated
2907	Riverside	Central	Unincorporated
3177	Riverside	Central	Unincorporated
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
697	Riverside	Hemet/San Jacinto	Hemet
698	Riverside	Hemet/San Jacinto	Hemet
699	Riverside	Hemet/San Jacinto	Hemet
700	Riverside	Hemet/San Jacinto	Hemet
701	Riverside	Hemet/San Jacinto	Hemet
702	Riverside	Hemet/San Jacinto	Hemet
703	Riverside	Hemet/San Jacinto	Hemet
704	Riverside	Hemet/San Jacinto	Hemet
705	Riverside	Hemet/San Jacinto	Hemet
706	Riverside	Hemet/San Jacinto	Hemet
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
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2190	Riverside	Hemet/San Jacinto	San Jacinto
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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
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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
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2347	Riverside	Hemet/San Jacinto	Unincorporated
2348	Riverside	Hemet/San Jacinto	Unincorporated
2349	Riverside	Hemet/San Jacinto	Unincorporated
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2494	Riverside	Hemet/San Jacinto	Unincorporated
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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
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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
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2653	Riverside	Hemet/San Jacinto	Unincorporated
2654	Riverside	Hemet/San Jacinto	Unincorporated
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2679	Riverside	Hemet/San Jacinto	Unincorporated
2810	Riverside	Hemet/San Jacinto	Unincorporated
2811	Riverside	Hemet/San Jacinto	Unincorporated
2812	Riverside	Hemet/San Jacinto	Unincorporated
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2817	Riverside	Hemet/San Jacinto	Unincorporated
2818	Riverside	Hemet/San Jacinto	Unincorporated
2819	Riverside	Hemet/San Jacinto	Unincorporated
2820	Riverside	Hemet/San Jacinto	Unincorporated
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2845	Riverside	Hemet/San Jacinto	Unincorporated
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2851	Riverside	Hemet/San Jacinto	Unincorporated
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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
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2101	Riverside	Northwest	Riverside
2102	Riverside	Northwest	Riverside
2103	Riverside	Northwest	Riverside
2104	Riverside	Northwest	Riverside
2105	Riverside	Northwest	Riverside
2106	Riverside	Northwest	Riverside
2107	Riverside	Northwest	Riverside
2108	Riverside	Northwest	Riverside
2109	Riverside	Northwest	Riverside
2110	Riverside	Northwest	Riverside
2111	Riverside	Northwest	Riverside
2112	Riverside	Northwest	Riverside
2113	Riverside	Northwest	Riverside
2114	Riverside	Northwest	Riverside
2115	Riverside	Northwest	Riverside
2116	Riverside	Northwest	Riverside
2117	Riverside	Northwest	Riverside
2118	Riverside	Northwest	Riverside
2119	Riverside	Northwest	Riverside
2120	Riverside	Northwest	Riverside
2121	Riverside	Northwest	Riverside
2122	Riverside	Northwest	Riverside
2123	Riverside	Northwest	Riverside
2124	Riverside	Northwest	Riverside
2125	Riverside	Northwest	Riverside
2129	Riverside	Northwest	Riverside
2130	Riverside	Northwest	Riverside
2131	Riverside	Northwest	Riverside
2132	Riverside	Northwest	Riverside
2133	Riverside	Northwest	Riverside
2134	Riverside	Northwest	Riverside
2321	Riverside	Northwest	Unincorporated
2322	Riverside	Northwest	Unincorporated
2370	Riverside	Northwest	Unincorporated
2371	Riverside	Northwest	Unincorporated
2372	Riverside	Northwest	Unincorporated
2373	Riverside	Northwest	Unincorporated
2374	Riverside	Northwest	Unincorporated
2375	Riverside	Northwest	Unincorporated
2376	Riverside	Northwest	Unincorporated
2377	Riverside	Northwest	Unincorporated
2378	Riverside	Northwest	Unincorporated
2379	Riverside	Northwest	Unincorporated
2380	Riverside	Northwest	Unincorporated
2381	Riverside	Northwest	Unincorporated
2382	Riverside	Northwest	Unincorporated
2383	Riverside	Northwest	Unincorporated
2384	Riverside	Northwest	Unincorporated
2385	Riverside	Northwest	Unincorporated
2386	Riverside	Northwest	Unincorporated
2387	Riverside	Northwest	Unincorporated
2388	Riverside	Northwest	Unincorporated
2389	Riverside	Northwest	Unincorporated
2390	Riverside	Northwest	Unincorporated
2391	Riverside	Northwest	Unincorporated
2392	Riverside	Northwest	Unincorporated
2393	Riverside	Northwest	Unincorporated
2394	Riverside	Northwest	Unincorporated
2397	Riverside	Northwest	Unincorporated
2398	Riverside	Northwest	Unincorporated
2399	Riverside	Northwest	Unincorporated
2400	Riverside	Northwest	Unincorporated
2401	Riverside	Northwest	Unincorporated
2402	Riverside	Northwest	Unincorporated
2403	Riverside	Northwest	Unincorporated
2404	Riverside	Northwest	Unincorporated
2405	Riverside	Northwest	Unincorporated
2406	Riverside	Northwest	Unincorporated
2407	Riverside	Northwest	Unincorporated
2408	Riverside	Northwest	Unincorporated
2409	Riverside	Northwest	Unincorporated
2410	Riverside	Northwest	Unincorporated
2411	Riverside	Northwest	Unincorporated
2412	Riverside	Northwest	Unincorporated
2413	Riverside	Northwest	Unincorporated
2586	Riverside	Northwest	Unincorporated
2587	Riverside	Northwest	Unincorporated
2588	Riverside	Northwest	Unincorporated
2589	Riverside	Northwest	Unincorporated
2590	Riverside	Northwest	Unincorporated
2591	Riverside	Northwest	Unincorporated
2592	Riverside	Northwest	Unincorporated
2593	Riverside	Northwest	Unincorporated
2594	Riverside	Northwest	Unincorporated
2595	Riverside	Northwest	Unincorporated
2596	Riverside	Northwest	Unincorporated
2597	Riverside	Northwest	Unincorporated
2598	Riverside	Northwest	Unincorporated
2599	Riverside	Northwest	Unincorporated
2600	Riverside	Northwest	Unincorporated
2601	Riverside	Northwest	Unincorporated
2602	Riverside	Northwest	Unincorporated
2603	Riverside	Northwest	Unincorporated
2604	Riverside	Northwest	Unincorporated
2605	Riverside	Northwest	Unincorporated
2606	Riverside	Northwest	Unincorporated
2607	Riverside	Northwest	Unincorporated
2664	Riverside	Northwest	Unincorporated
2666	Riverside	Northwest	Unincorporated
2671	Riverside	Northwest	Unincorporated
2672	Riverside	Northwest	Unincorporated
2680	Riverside	Northwest	Unincorporated
2681	Riverside	Northwest	Unincorporated
2705	Riverside	Northwest	Unincorporated
2706	Riverside	Northwest	Unincorporated
2707	Riverside	Northwest	Unincorporated
2726	Riverside	Northwest	Unincorporated
2730	Riverside	Northwest	Unincorporated
2731	Riverside	Northwest	Unincorporated
2732	Riverside	Northwest	Unincorporated
2734	Riverside	Northwest	Unincorporated
2735	Riverside	Northwest	Unincorporated
2736	Riverside	Northwest	Unincorporated
2737	Riverside	Northwest	Unincorporated
2738	Riverside	Northwest	Unincorporated
2739	Riverside	Northwest	Unincorporated
2740	Riverside	Northwest	Unincorporated
2741	Riverside	Northwest	Unincorporated
2742	Riverside	Northwest	Unincorporated
2743	Riverside	Northwest	Unincorporated
2749	Riverside	Northwest	Unincorporated
2750	Riverside	Northwest	Unincorporated
2751	Riverside	Northwest	Unincorporated
2763	Riverside	Northwest	Unincorporated
2764	Riverside	Northwest	Unincorporated
2765	Riverside	Northwest	Unincorporated
2766	Riverside	Northwest	Unincorporated
2767	Riverside	Northwest	Unincorporated
2768	Riverside	Northwest	Unincorporated
2769	Riverside	Northwest	Unincorporated
2770	Riverside	Northwest	Unincorporated
2771	Riverside	Northwest	Unincorporated
2772	Riverside	Northwest	Unincorporated
2773	Riverside	Northwest	Unincorporated
2774	Riverside	Northwest	Unincorporated
2775	Riverside	Northwest	Unincorporated
2776	Riverside	Northwest	Unincorporated
2777	Riverside	Northwest	Unincorporated
2778	Riverside	Northwest	Unincorporated
2779	Riverside	Northwest	Unincorporated
2790	Riverside	Northwest	Unincorporated
2791	Riverside	Northwest	Unincorporated
2792	Riverside	Northwest	Unincorporated
2798	Riverside	Northwest	Unincorporated
2799	Riverside	Northwest	Unincorporated
2800	Riverside	Northwest	Unincorporated
2801	Riverside	Northwest	Unincorporated
2803	Riverside	Northwest	Unincorporated
2805	Riverside	Northwest	Unincorporated
2806	Riverside	Northwest	Unincorporated
2808	Riverside	Northwest	Unincorporated
3093	Riverside	Northwest	Unincorporated
3146	Riverside	Northwest	Unincorporated
3147	Riverside	Northwest	Unincorporated
3148	Riverside	Northwest	Unincorporated
3149	Riverside	Northwest	Unincorporated
3152	Riverside	Northwest	Unincorporated
3174	Riverside	Northwest	Unincorporated
3185	Riverside	Northwest	Unincorporated
3186	Riverside	Northwest	Unincorporated
3187	Riverside	Northwest	Unincorporated
3188	Riverside	Northwest	Unincorporated
3189	Riverside	Northwest	Unincorporated
3190	Riverside	Northwest	Unincorporated
3191	Riverside	Northwest	Unincorporated
3192	Riverside	Northwest	Unincorporated
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
8	Riverside	Pass	Banning
9	Riverside	Pass	Banning
10	Riverside	Pass	Banning
11	Riverside	Pass	Banning
12	Riverside	Pass	Banning
13	Riverside	Pass	Banning
14	Riverside	Pass	Banning
15	Riverside	Pass	Banning
16	Riverside	Pass	Banning
17	Riverside	Pass	Banning
18	Riverside	Pass	Banning
19	Riverside	Pass	Banning
20	Riverside	Pass	Banning
21	Riverside	Pass	Banning
22	Riverside	Pass	Banning
23	Riverside	Pass	Banning
24	Riverside	Pass	Banning
25	Riverside	Pass	Banning
26	Riverside	Pass	Banning
27	Riverside	Pass	Banning
28	Riverside	Pass	Banning
29	Riverside	Pass	Banning
30	Riverside	Pass	Banning
31	Riverside	Pass	Banning
32	Riverside	Pass	Banning
33	Riverside	Pass	Banning
34	Riverside	Pass	Banning
35	Riverside	Pass	Banning
36	Riverside	Pass	Banning
37	Riverside	Pass	Banning
38	Riverside	Pass	Banning
39	Riverside	Pass	Banning
40	Riverside	Pass	Banning
41	Riverside	Pass	Banning
42	Riverside	Pass	Banning
43	Riverside	Pass	Banning
44	Riverside	Pass	Banning
45	Riverside	Pass	Banning
46	Riverside	Pass	Banning
47	Riverside	Pass	Banning
48	Riverside	Pass	Banning
49	Riverside	Pass	Banning
50	Riverside	Pass	Banning
51	Riverside	Pass	Banning
52	Riverside	Pass	Banning
53	Riverside	Pass	Banning
54	Riverside	Pass	Banning
55	Riverside	Pass	Banning
56	Riverside	Pass	Banning
57	Riverside	Pass	Beaumont
58	Riverside	Pass	Beaumont
59	Riverside	Pass	Beaumont
60	Riverside	Pass	Beaumont
61	Riverside	Pass	Beaumont
62	Riverside	Pass	Beaumont
63	Riverside	Pass	Beaumont
64	Riverside	Pass	Beaumont
65	Riverside	Pass	Beaumont
66	Riverside	Pass	Beaumont
67	Riverside	Pass	Beaumont
68	Riverside	Pass	Beaumont
69	Riverside	Pass	Beaumont
70	Riverside	Pass	Beaumont
71	Riverside	Pass	Beaumont
72	Riverside	Pass	Beaumont
73	Riverside	Pass	Beaumont
74	Riverside	Pass	Beaumont
75	Riverside	Pass	Beaumont
76	Riverside	Pass	Beaumont
77	Riverside	Pass	Beaumont
78	Riverside	Pass	Beaumont
79	Riverside	Pass	Beaumont
80	Riverside	Pass	Beaumont
81	Riverside	Pass	Beaumont
82	Riverside	Pass	Beaumont
83	Riverside	Pass	Beaumont
84	Riverside	Pass	Beaumont
85	Riverside	Pass	Beaumont
86	Riverside	Pass	Beaumont
87	Riverside	Pass	Beaumont
88	Riverside	Pass	Beaumont
89	Riverside	Pass	Beaumont
90	Riverside	Pass	Beaumont
91	Riverside	Pass	Beaumont
92	Riverside	Pass	Beaumont
93	Riverside	Pass	Beaumont
94	Riverside	Pass	Beaumont
95	Riverside	Pass	Beaumont
96	Riverside	Pass	Beaumont
97	Riverside	Pass	Beaumont
98	Riverside	Pass	Beaumont
99	Riverside	Pass	Beaumont
100	Riverside	Pass	Beaumont
101	Riverside	Pass	Beaumont
102	Riverside	Pass	Beaumont
103	Riverside	Pass	Beaumont
104	Riverside	Pass	Beaumont
105	Riverside	Pass	Beaumont
106	Riverside	Pass	Beaumont
107	Riverside	Pass	Beaumont
108	Riverside	Pass	Beaumont
109	Riverside	Pass	Beaumont
110	Riverside	Pass	Beaumont
111	Riverside	Pass	Beaumont
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
2897	Riverside	Pass	Unincorporated
2898	Riverside	Pass	Unincorporated
2899	Riverside	Pass	Unincorporated
2900	Riverside	Pass	Unincorporated
2901	Riverside	Pass	Unincorporated
2902	Riverside	Pass	Unincorporated
2903	Riverside	Pass	Unincorporated
2904	Riverside	Pass	Unincorporated
2908	Riverside	Pass	Unincorporated
2909	Riverside	Pass	Unincorporated
2910	Riverside	Pass	Unincorporated
2911	Riverside	Pass	Unincorporated
2912	Riverside	Pass	Unincorporated
2913	Riverside	Pass	Unincorporated
2914	Riverside	Pass	Unincorporated
2915	Riverside	Pass	Unincorporated
2916	Riverside	Pass	Unincorporated
2917	Riverside	Pass	Unincorporated
2927	Riverside	Pass	Unincorporated
2939	Riverside	Pass	Unincorporated
2940	Riverside	Pass	Unincorporated
2941	Riverside	Pass	Unincorporated
2942	Riverside	Pass	Unincorporated
2943	Riverside	Pass	Unincorporated
2944	Riverside	Pass	Unincorporated
2945	Riverside	Pass	Unincorporated
2946	Riverside	Pass	Unincorporated
2947	Riverside	Pass	Unincorporated
2948	Riverside	Pass	Unincorporated
2949	Riverside	Pass	Unincorporated
2950	Riverside	Pass	Unincorporated
2951	Riverside	Pass	Unincorporated
2952	Riverside	Pass	Unincorporated
3042	Riverside	Pass	Unincorporated
3156	Riverside	Pass	Unincorporated
3157	Riverside	Pass	Unincorporated
3158	Riverside	Pass	Unincorporated
3159	Riverside	Pass	Unincorporated
3160	Riverside	Pass	Unincorporated
3161	Riverside	Pass	Unincorporated
3164	Riverside	Pass	Unincorporated
3216	Riverside	Pass	Unincorporated
3217	Riverside	Pass	Unincorporated
3218	Riverside	Pass	Unincorporated
3219	Riverside	Pass	Unincorporated
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
949	Riverside	Southwest	Lake Elsinore
950	Riverside	Southwest	Lake Elsinore
951	Riverside	Southwest	Lake Elsinore
952	Riverside	Southwest	Lake Elsinore
953	Riverside	Southwest	Lake Elsinore
954	Riverside	Southwest	Lake Elsinore
955	Riverside	Southwest	Lake Elsinore
956	Riverside	Southwest	Lake Elsinore
957	Riverside	Southwest	Lake Elsinore
958	Riverside	Southwest	Lake Elsinore
959	Riverside	Southwest	Lake Elsinore
960	Riverside	Southwest	Lake Elsinore
961	Riverside	Southwest	Lake Elsinore
962	Riverside	Southwest	Lake Elsinore
963	Riverside	Southwest	Lake Elsinore
964	Riverside	Southwest	Lake Elsinore
965	Riverside	Southwest	Lake Elsinore
966	Riverside	Southwest	Lake Elsinore
967	Riverside	Southwest	Lake Elsinore
968	Riverside	Southwest	Lake Elsinore
969	Riverside	Southwest	Lake Elsinore
970	Riverside	Southwest	Lake Elsinore
971	Riverside	Southwest	Lake Elsinore
972	Riverside	Southwest	Lake Elsinore
973	Riverside	Southwest	Lake Elsinore
974	Riverside	Southwest	Lake Elsinore
975	Riverside	Southwest	Lake Elsinore
976	Riverside	Southwest	Lake Elsinore
977	Riverside	Southwest	Lake Elsinore
978	Riverside	Southwest	Lake Elsinore
979	Riverside	Southwest	Lake Elsinore
980	Riverside	Southwest	Lake Elsinore
981	Riverside	Southwest	Lake Elsinore
982	Riverside	Southwest	Lake Elsinore
983	Riverside	Southwest	Lake Elsinore
984	Riverside	Southwest	Lake Elsinore
985	Riverside	Southwest	Lake Elsinore
986	Riverside	Southwest	Lake Elsinore
987	Riverside	Southwest	Lake Elsinore
988	Riverside	Southwest	Lake Elsinore
989	Riverside	Southwest	Lake Elsinore
990	Riverside	Southwest	Lake Elsinore
991	Riverside	Southwest	Lake Elsinore
992	Riverside	Southwest	Lake Elsinore
993	Riverside	Southwest	Lake Elsinore
994	Riverside	Southwest	Lake Elsinore
995	Riverside	Southwest	Lake Elsinore
996	Riverside	Southwest	Lake Elsinore
997	Riverside	Southwest	Lake Elsinore
998	Riverside	Southwest	Lake Elsinore
999	Riverside	Southwest	Lake Elsinore
1000	Riverside	Southwest	Lake Elsinore
1001	Riverside	Southwest	Lake Elsinore
1002	Riverside	Southwest	Lake Elsinore
1003	Riverside	Southwest	Lake Elsinore
1004	Riverside	Southwest	Lake Elsinore
1005	Riverside	Southwest	Lake Elsinore
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
1012	Riverside	Southwest	Lake Elsinore
1013	Riverside	Southwest	Lake Elsinore
1014	Riverside	Southwest	Lake Elsinore
1015	Riverside	Southwest	Lake Elsinore
1016	Riverside	Southwest	Lake Elsinore
1017	Riverside	Southwest	Lake Elsinore
1018	Riverside	Southwest	Lake Elsinore
1019	Riverside	Southwest	Lake Elsinore
1020	Riverside	Southwest	Lake Elsinore
1021	Riverside	Southwest	Lake Elsinore
1022	Riverside	Southwest	Lake Elsinore
1023	Riverside	Southwest	Lake Elsinore
1024	Riverside	Southwest	Lake Elsinore
1025	Riverside	Southwest	Lake Elsinore
1026	Riverside	Southwest	Lake Elsinore
1027	Riverside	Southwest	Lake Elsinore
1028	Riverside	Southwest	Lake Elsinore
1029	Riverside	Southwest	Lake Elsinore
1030	Riverside	Southwest	Lake Elsinore
1031	Riverside	Southwest	Lake Elsinore
1032	Riverside	Southwest	Lake Elsinore
1033	Riverside	Southwest	Lake Elsinore
1034	Riverside	Southwest	Lake Elsinore
1035	Riverside	Southwest	Lake Elsinore
1036	Riverside	Southwest	Lake Elsinore
1037	Riverside	Southwest	Lake Elsinore
1038	Riverside	Southwest	Lake Elsinore
1039	Riverside	Southwest	Lake Elsinore
1040	Riverside	Southwest	Lake Elsinore
1041	Riverside	Southwest	Lake Elsinore
1042	Riverside	Southwest	Lake Elsinore
1043	Riverside	Southwest	Lake Elsinore
1286	Riverside	Southwest	Murrieta
1287	Riverside	Southwest	Murrieta
1288	Riverside	Southwest	Murrieta
1289	Riverside	Southwest	Murrieta
1290	Riverside	Southwest	Murrieta
1291	Riverside	Southwest	Murrieta
1292	Riverside	Southwest	Murrieta
1293	Riverside	Southwest	Murrieta
1294	Riverside	Southwest	Murrieta
1295	Riverside	Southwest	Murrieta
1296	Riverside	Southwest	Murrieta
1297	Riverside	Southwest	Murrieta
1298	Riverside	Southwest	Murrieta
1299	Riverside	Southwest	Murrieta
1300	Riverside	Southwest	Murrieta
1301	Riverside	Southwest	Murrieta
1302	Riverside	Southwest	Murrieta
1303	Riverside	Southwest	Murrieta
1304	Riverside	Southwest	Murrieta
1305	Riverside	Southwest	Murrieta
1306	Riverside	Southwest	Murrieta
1307	Riverside	Southwest	Murrieta
1308	Riverside	Southwest	Murrieta
1309	Riverside	Southwest	Murrieta
1310	Riverside	Southwest	Murrieta
1311	Riverside	Southwest	Murrieta
1312	Riverside	Southwest	Murrieta
1313	Riverside	Southwest	Murrieta
1314	Riverside	Southwest	Murrieta
1315	Riverside	Southwest	Murrieta
1316	Riverside	Southwest	Murrieta
1317	Riverside	Southwest	Murrieta
1318	Riverside	Southwest	Murrieta
1319	Riverside	Southwest	Murrieta
1320	Riverside	Southwest	Murrieta
1321	Riverside	Southwest	Murrieta
1322	Riverside	Southwest	Murrieta
1323	Riverside	Southwest	Murrieta
1324	Riverside	Southwest	Murrieta
1325	Riverside	Southwest	Murrieta
1326	Riverside	Southwest	Murrieta
1327	Riverside	Southwest	Murrieta
1328	Riverside	Southwest	Murrieta
1329	Riverside	Southwest	Murrieta
1330	Riverside	Southwest	Murrieta
1331	Riverside	Southwest	Murrieta
1332	Riverside	Southwest	Murrieta
1333	Riverside	Southwest	Murrieta
1334	Riverside	Southwest	Murrieta
1335	Riverside	Southwest	Murrieta
1336	Riverside	Southwest	Murrieta
1337	Riverside	Southwest	Murrieta
1338	Riverside	Southwest	Murrieta
1339	Riverside	Southwest	Murrieta
1340	Riverside	Southwest	Murrieta
1341	Riverside	Southwest	Murrieta
1342	Riverside	Southwest	Murrieta
1343	Riverside	Southwest	Murrieta
1344	Riverside	Southwest	Murrieta
1345	Riverside	Southwest	Murrieta
1346	Riverside	Southwest	Murrieta
1347	Riverside	Southwest	Murrieta
1348	Riverside	Southwest	Murrieta
1349	Riverside	Southwest	Murrieta
1350	Riverside	Southwest	Murrieta

TAZ	County	WRCOG Zone	City
1351	Riverside	Southwest	Murrieta
1352	Riverside	Southwest	Murrieta
1353	Riverside	Southwest	Murrieta
1354	Riverside	Southwest	Murrieta
1355	Riverside	Southwest	Murrieta
1356	Riverside	Southwest	Murrieta
1357	Riverside	Southwest	Murrieta
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TAZ	County	WRCOG Zone	City
1531	Riverside	Southwest	Murrieta
1532	Riverside	Southwest	Murrieta
1533	Riverside	Southwest	Murrieta
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1538	Riverside	Southwest	Murrieta
1539	Riverside	Southwest	Murrieta
2208	Riverside	Southwest	Temecula
2209	Riverside	Southwest	Temecula
2210	Riverside	Southwest	Temecula
2211	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
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2249	Riverside	Southwest	Temecula
2250	Riverside	Southwest	Temecula
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2319	Riverside	Southwest	Temecula
2395	Riverside	Southwest	Unincorporated
2396	Riverside	Southwest	Unincorporated
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2540	Riverside	Southwest	Unincorporated

TAZ	County	WRCOG Zone	City
2541	Riverside	Southwest	Unincorporated
2542	Riverside	Southwest	Unincorporated
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3176	Riverside	Southwest	Unincorporated
3199	Riverside	Southwest	Unincorporated
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3207	Riverside	Southwest	Unincorporated
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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
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3255	Riverside	Southwest	Wildomar
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3258	Riverside	Southwest	Wildomar
3259	Riverside	Southwest	Wildomar
3260	Riverside	Southwest	Wildomar
3261	Riverside	Southwest	Wildomar
3262	Riverside	Southwest	Wildomar
3263	Riverside	Southwest	Wildomar
3264	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
166	Riverside	Outside TUMF Zones	Cathedral City
167	Riverside	Outside TUMF Zones	Cathedral City
168	Riverside	Outside TUMF Zones	Cathedral City
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185	Riverside	Outside TUMF Zones	Cathedral City
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197	Riverside	Outside TUMF Zones	Cathedral City
198	Riverside	Outside TUMF Zones	Cathedral City
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239	Riverside	Outside TUMF Zones	Cathedral City
240	Riverside	Outside TUMF Zones	Cathedral City
241	Riverside	Outside TUMF Zones	Coachella
242	Riverside	Outside TUMF Zones	Coachella
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329	Riverside	Outside TUMF Zones	Coachella
330	Riverside	Outside TUMF Zones	Coachella
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
575	Riverside	Outside TUMF Zones	Desert Hot Springs
576	Riverside	Outside TUMF Zones	Desert Hot Springs
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
588	Riverside	Outside TUMF Zones	Desert Hot Springs
589	Riverside	Outside TUMF Zones	Desert Hot Springs
590	Riverside	Outside TUMF Zones	Desert Hot Springs
591	Riverside	Outside TUMF Zones	Desert Hot Springs
592	Riverside	Outside TUMF Zones	Desert Hot Springs
593	Riverside	Outside TUMF Zones	Desert Hot Springs
594	Riverside	Outside TUMF Zones	Desert Hot Springs
595	Riverside	Outside TUMF Zones	Desert Hot Springs
596	Riverside	Outside TUMF Zones	Desert Hot Springs
597	Riverside	Outside TUMF Zones	Desert Hot Springs
598	Riverside	Outside TUMF Zones	Desert Hot Springs
599	Riverside	Outside TUMF Zones	Desert Hot Springs
600	Riverside	Outside TUMF Zones	Desert Hot Springs
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
755	Riverside	Outside TUMF Zones	Indio
756	Riverside	Outside TUMF Zones	Indio
757	Riverside	Outside TUMF Zones	Indio
758	Riverside	Outside TUMF Zones	Indio
759	Riverside	Outside TUMF Zones	Indio
760	Riverside	Outside TUMF Zones	Indio
761	Riverside	Outside TUMF Zones	Indio
762	Riverside	Outside TUMF Zones	Indio
763	Riverside	Outside TUMF Zones	Indio
764	Riverside	Outside TUMF Zones	Indio
765	Riverside	Outside TUMF Zones	Indio
766	Riverside	Outside TUMF Zones	Indio
767	Riverside	Outside TUMF Zones	Indio
768	Riverside	Outside TUMF Zones	Indio
769	Riverside	Outside TUMF Zones	Indio
770	Riverside	Outside TUMF Zones	Indio
771	Riverside	Outside TUMF Zones	Indio
772	Riverside	Outside TUMF Zones	Indio
773	Riverside	Outside TUMF Zones	Indio
774	Riverside	Outside TUMF Zones	Indio
775	Riverside	Outside TUMF Zones	Indio
776	Riverside	Outside TUMF Zones	Indio
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778	Riverside	Outside TUMF Zones	Indio
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782	Riverside	Outside TUMF Zones	Indio
783	Riverside	Outside TUMF Zones	Indio
784	Riverside	Outside TUMF Zones	Indio
785	Riverside	Outside TUMF Zones	Indio
786	Riverside	Outside TUMF Zones	Indio
787	Riverside	Outside TUMF Zones	Indio
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790	Riverside	Outside TUMF Zones	Indio
791	Riverside	Outside TUMF Zones	Indio
792	Riverside	Outside TUMF Zones	Indio
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799	Riverside	Outside TUMF Zones	Indio
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809	Riverside	Outside TUMF Zones	Indio
810	Riverside	Outside TUMF Zones	Indio
811	Riverside	Outside TUMF Zones	Indio
812	Riverside	Outside TUMF Zones	Indio
813	Riverside	Outside TUMF Zones	Indio
814	Riverside	Outside TUMF Zones	Indio
815	Riverside	Outside TUMF Zones	Indio
816	Riverside	Outside TUMF Zones	Indio
817	Riverside	Outside TUMF Zones	Indio
818	Riverside	Outside TUMF Zones	Indio
819	Riverside	Outside TUMF Zones	Indio
820	Riverside	Outside TUMF Zones	Indio
821	Riverside	Outside TUMF Zones	Indio
822	Riverside	Outside TUMF Zones	Indio
823	Riverside	Outside TUMF Zones	Indio
824	Riverside	Outside TUMF Zones	Indio
825	Riverside	Outside TUMF Zones	Indio
826	Riverside	Outside TUMF Zones	Indio
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830	Riverside	Outside TUMF Zones	Indio
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832	Riverside	Outside TUMF Zones	Indio
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834	Riverside	Outside TUMF Zones	Indio
835	Riverside	Outside TUMF Zones	Indio
836	Riverside	Outside TUMF Zones	Indio
837	Riverside	Outside TUMF Zones	Indio
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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919	Riverside	Outside TUMF Zones	La Quinta
920	Riverside	Outside TUMF Zones	La Quinta
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925	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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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
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1667	Riverside	Outside TUMF Zones	Palm Desert
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1669	Riverside	Outside TUMF Zones	Palm Desert
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1673	Riverside	Outside TUMF Zones	Palm Desert
1674	Riverside	Outside TUMF Zones	Palm Desert
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1688	Riverside	Outside TUMF Zones	Palm Desert
1689	Riverside	Outside TUMF Zones	Palm Desert
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
1695	Riverside	Outside TUMF Zones	Palm Springs
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1697	Riverside	Outside TUMF Zones	Palm Springs
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1699	Riverside	Outside TUMF Zones	Palm Springs
1700	Riverside	Outside TUMF Zones	Palm Springs
1701	Riverside	Outside TUMF Zones	Palm Springs
1702	Riverside	Outside TUMF Zones	Palm Springs
1703	Riverside	Outside TUMF Zones	Palm Springs
1704	Riverside	Outside TUMF Zones	Palm Springs
1705	Riverside	Outside TUMF Zones	Palm Springs
1706	Riverside	Outside TUMF Zones	Palm Springs
1707	Riverside	Outside TUMF Zones	Palm Springs
1708	Riverside	Outside TUMF Zones	Palm Springs
1709	Riverside	Outside TUMF Zones	Palm Springs
1710	Riverside	Outside TUMF Zones	Palm Springs
1711	Riverside	Outside TUMF Zones	Palm Springs
1712	Riverside	Outside TUMF Zones	Palm Springs
1713	Riverside	Outside TUMF Zones	Palm Springs
1714	Riverside	Outside TUMF Zones	Palm Springs
1715	Riverside	Outside TUMF Zones	Palm Springs
1716	Riverside	Outside TUMF Zones	Palm Springs
1717	Riverside	Outside TUMF Zones	Palm Springs
1718	Riverside	Outside TUMF Zones	Palm Springs
1719	Riverside	Outside TUMF Zones	Palm Springs
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1722	Riverside	Outside TUMF Zones	Palm Springs
1723	Riverside	Outside TUMF Zones	Palm Springs
1724	Riverside	Outside TUMF Zones	Palm Springs
1725	Riverside	Outside TUMF Zones	Palm Springs
1726	Riverside	Outside TUMF Zones	Palm Springs
1727	Riverside	Outside TUMF Zones	Palm Springs
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1729	Riverside	Outside TUMF Zones	Palm Springs
1730	Riverside	Outside TUMF Zones	Palm Springs
1731	Riverside	Outside TUMF Zones	Palm Springs
1732	Riverside	Outside TUMF Zones	Palm Springs
1733	Riverside	Outside TUMF Zones	Palm Springs
1734	Riverside	Outside TUMF Zones	Palm Springs
1735	Riverside	Outside TUMF Zones	Palm Springs
1736	Riverside	Outside TUMF Zones	Palm Springs
1737	Riverside	Outside TUMF Zones	Palm Springs
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1739	Riverside	Outside TUMF Zones	Palm Springs
1740	Riverside	Outside TUMF Zones	Palm Springs
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1742	Riverside	Outside TUMF Zones	Palm Springs
1743	Riverside	Outside TUMF Zones	Palm Springs
1744	Riverside	Outside TUMF Zones	Palm Springs
1745	Riverside	Outside TUMF Zones	Palm Springs
1746	Riverside	Outside TUMF Zones	Palm Springs
1747	Riverside	Outside TUMF Zones	Palm Springs
1748	Riverside	Outside TUMF Zones	Palm Springs
1749	Riverside	Outside TUMF Zones	Palm Springs
1750	Riverside	Outside TUMF Zones	Palm Springs
1751	Riverside	Outside TUMF Zones	Palm Springs
1752	Riverside	Outside TUMF Zones	Palm Springs
1753	Riverside	Outside TUMF Zones	Palm Springs
1754	Riverside	Outside TUMF Zones	Palm Springs
1755	Riverside	Outside TUMF Zones	Palm Springs
1756	Riverside	Outside TUMF Zones	Palm Springs
1757	Riverside	Outside TUMF Zones	Palm Springs
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1761	Riverside	Outside TUMF Zones	Palm Springs
1762	Riverside	Outside TUMF Zones	Palm Springs
1763	Riverside	Outside TUMF Zones	Palm Springs
1764	Riverside	Outside TUMF Zones	Palm Springs
1765	Riverside	Outside TUMF Zones	Palm Springs
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
3314	Orange	Outside TUMF Zones
3315	Orange	Outside TUMF Zones
3316	Orange	Outside TUMF Zones
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
3327	Orange	Outside TUMF Zones
3328	Orange	Outside TUMF Zones
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
3335	Orange	Outside TUMF Zones
3336	Orange	Outside TUMF Zones
3337	Orange	Outside TUMF Zones
3338	Orange	Outside TUMF Zones
3339	Orange	Outside TUMF Zones
3340	Orange	Outside TUMF Zones
3341	Orange	Outside TUMF Zones
3342	Orange	Outside TUMF Zones
3343	Orange	Outside TUMF Zones
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3345	Orange	Outside TUMF Zones
3346	Orange	Outside TUMF Zones
3347	Orange	Outside TUMF Zones
3348	Orange	Outside TUMF Zones
3349	Orange	Outside TUMF Zones
3350	Orange	Outside TUMF Zones
3351	Orange	Outside TUMF Zones
3352	Orange	Outside TUMF Zones
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3360	Orange	Outside TUMF Zones
3361	Orange	Outside TUMF Zones
3362	Orange	Outside TUMF Zones
3363	Orange	Outside TUMF Zones
3364	Orange	Outside TUMF Zones
3365	Orange	Outside TUMF Zones
3366	Orange	Outside TUMF Zones
3367	Orange	Outside TUMF Zones
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
3390	San Bernardino	Outside TUMF Zones
3391	San Bernardino	Outside TUMF Zones
3392	San Bernardino	Outside TUMF Zones
3393	San Bernardino	Outside TUMF Zones
3394	San Bernardino	Outside TUMF Zones
3395	San Bernardino	Outside TUMF Zones
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
3411	San Bernardino	Outside TUMF Zones
3412	San Bernardino	Outside TUMF Zones
3413	San Bernardino	Outside TUMF Zones
3414	San Bernardino	Outside TUMF Zones
3415	San Bernardino	Outside TUMF Zones
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3427	San Bernardino	Outside TUMF Zones
3428	San Bernardino	Outside TUMF Zones
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3430	San Bernardino	Outside TUMF Zones
3431	San Bernardino	Outside TUMF Zones
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3435	San Bernardino	Outside TUMF Zones
3436	San Bernardino	Outside TUMF Zones
3437	San Bernardino	Outside TUMF Zones
3438	San Bernardino	Outside TUMF Zones
3439	San Bernardino	Outside TUMF Zones
3440	San Bernardino	Outside TUMF Zones
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3442	San Bernardino	Outside TUMF Zones
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3445	San Bernardino	Outside TUMF Zones
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3449	San Bernardino	Outside TUMF Zones
3450	San Bernardino	Outside TUMF Zones
3451	San Bernardino	Outside TUMF Zones
3452	San Bernardino	Outside TUMF Zones
3453	San Bernardino	Outside TUMF Zones
3454	San Bernardino	Outside TUMF Zones
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3461	San Bernardino	Outside TUMF Zones
3462	San Bernardino	Outside TUMF Zones
3463	San Bernardino	Outside TUMF Zones
3464	San Bernardino	Outside TUMF Zones
3465	San Bernardino	Outside TUMF Zones
3466	San Bernardino	Outside TUMF Zones
3467	San Bernardino	Outside TUMF Zones
3468	San Bernardino	Outside TUMF Zones
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
3477	San Bernardino	Outside TUMF Zones
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*

FROM / TO	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*

FROM / TO	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*

FROM / TO	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*

FROM / TO	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*

FROM / TO	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*

FROM / TO	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*

FROM / TO	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*

FROM / TO	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

From \ To	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

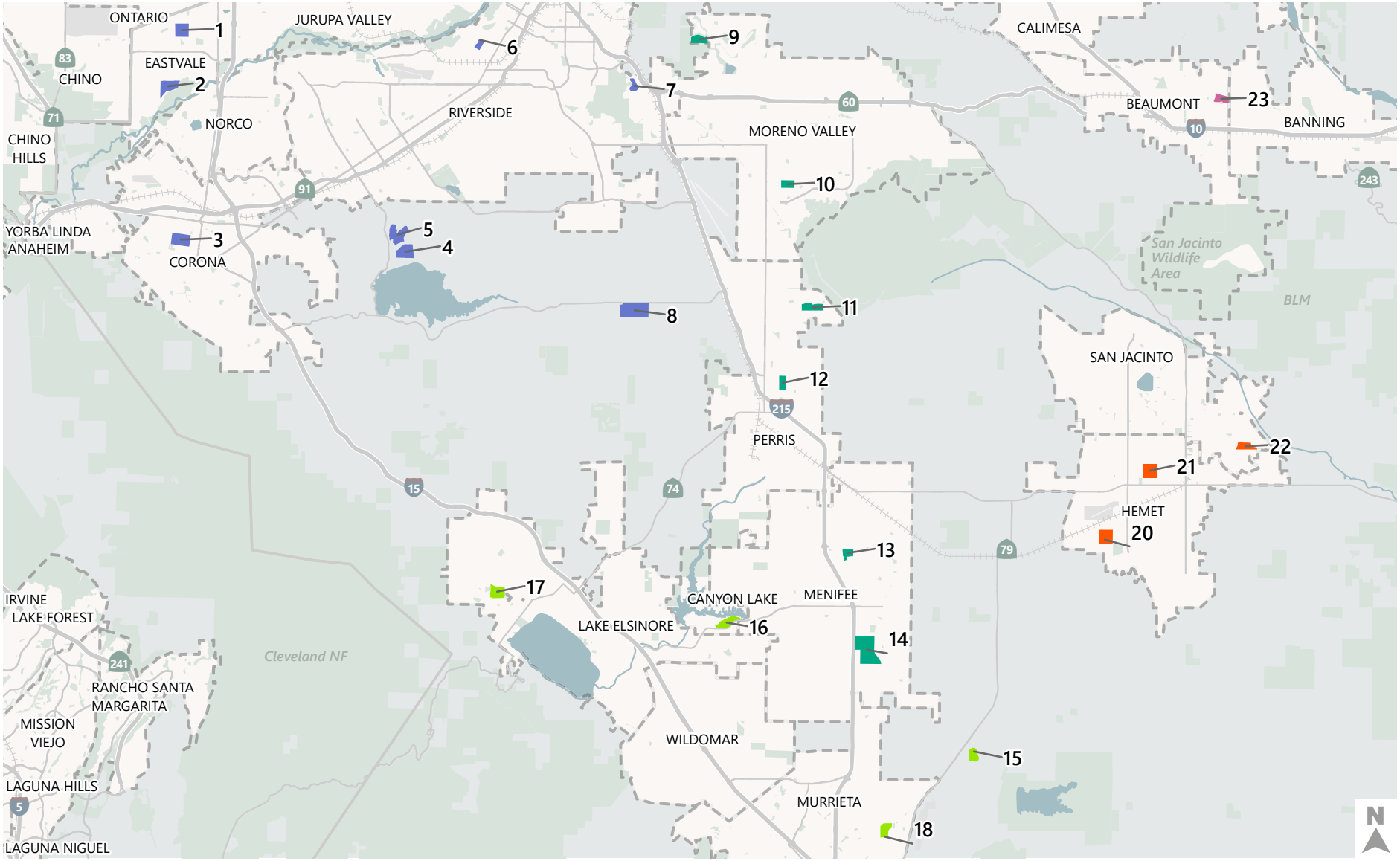
In addition to visual representations of the data, statistical analysis was performed to obtain the correlation between the variables to daily vehicle trips and to determine the regression equations.

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.



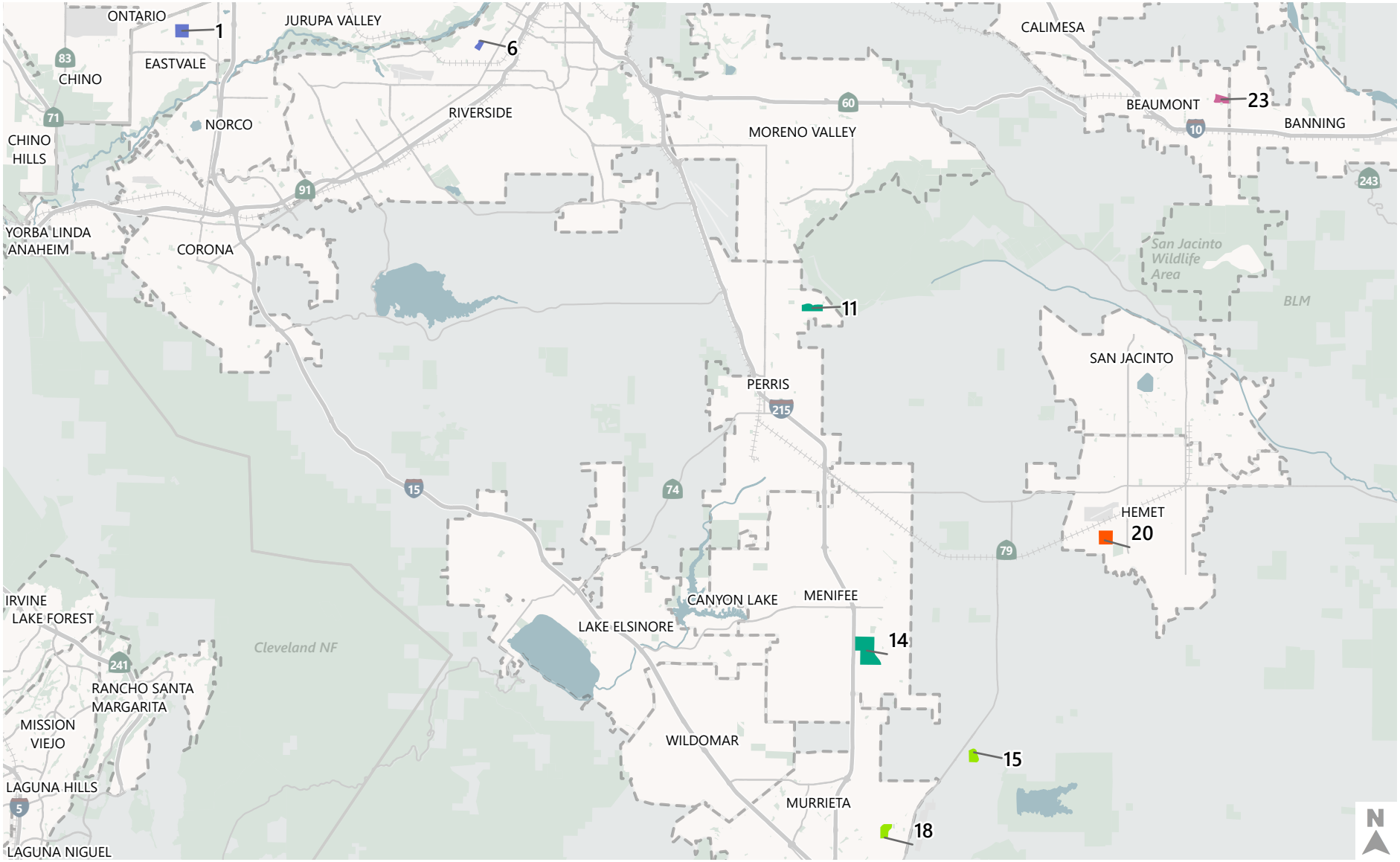
Study Location by TUMF Zone

City Boundaries

- Central
- Hemet/San Jacinto
- Northwest
- Pass
- Southwest

Figure 1

StreetLight Data Collection Locations



Study Location by TUMF Zone

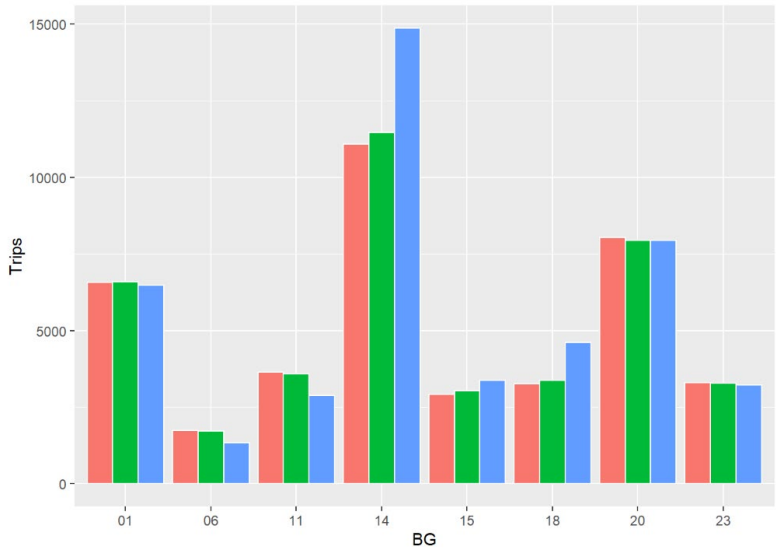
City Boundaries

- Central
- Hemet/San Jacinto
- Northwest
- Pass
- Southwest

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

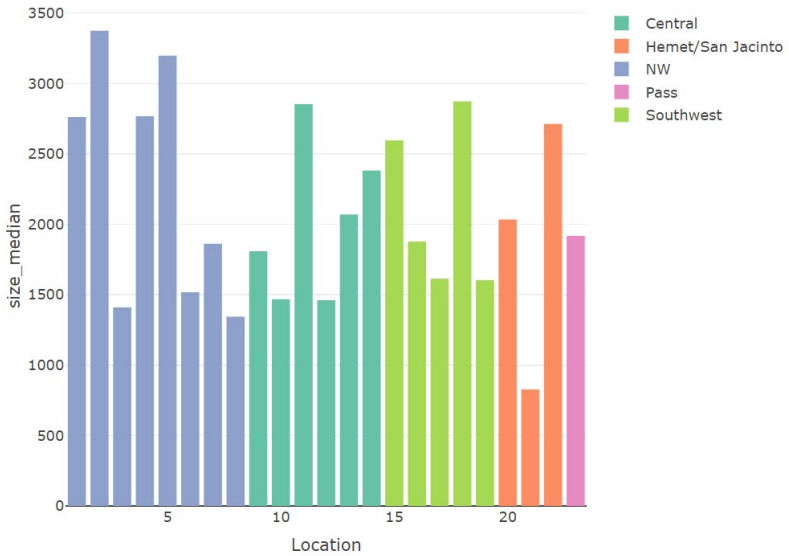


Figure 5 – Average Persons per Household

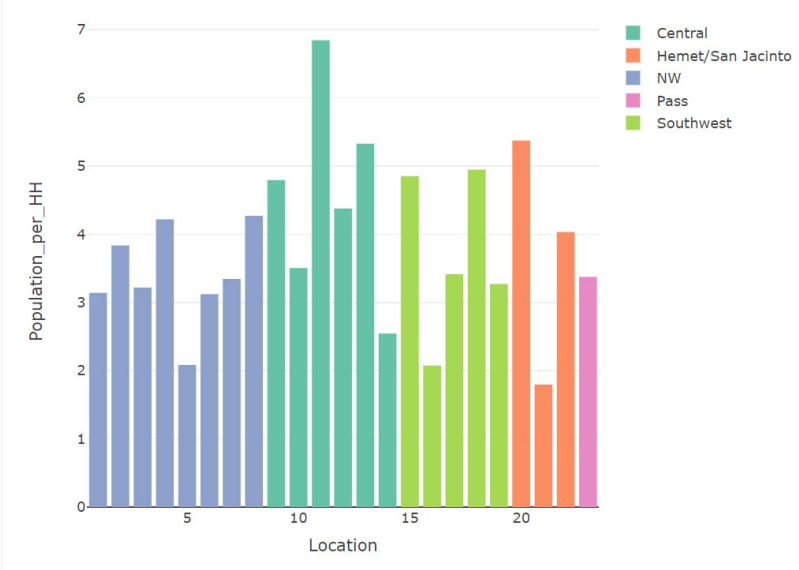


Figure 6 – Average Children per Household

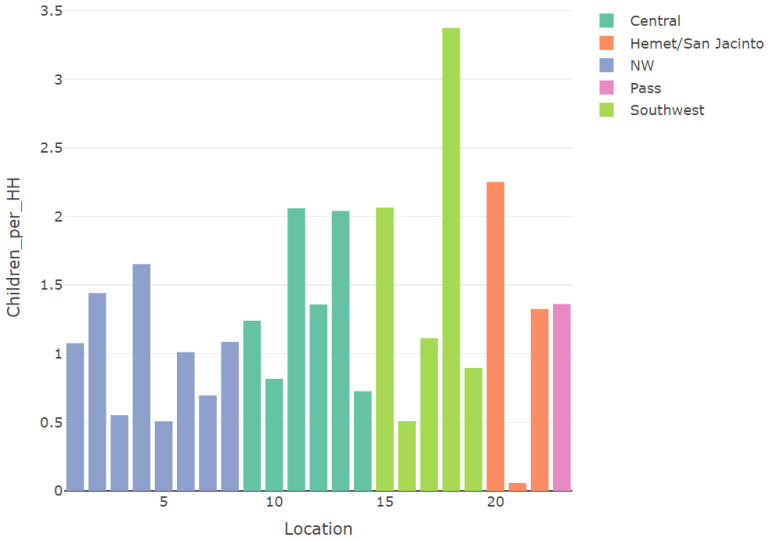


Figure 7 – Average Workers per Household

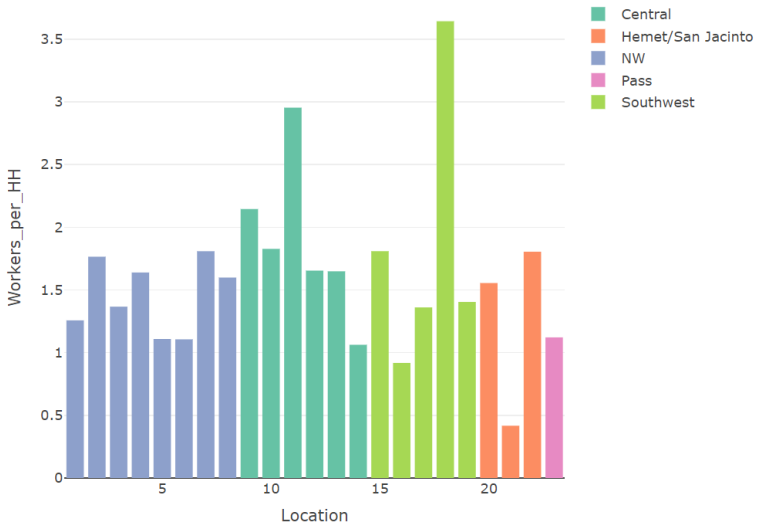


Figure 8 – Median Cost per Square Foot

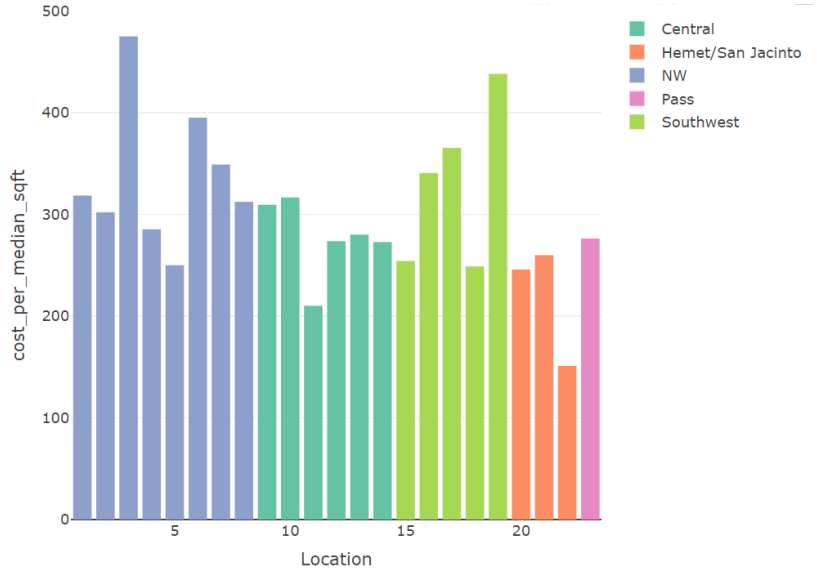


Figure 9 – Daily Vehicle Trips per Median Square Footage

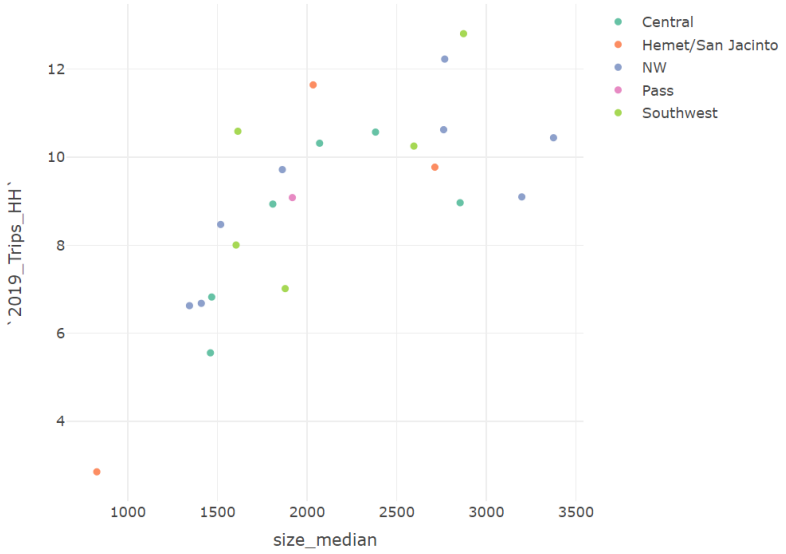


Figure 10 – Daily Vehicle Trips per Average Persons per Household

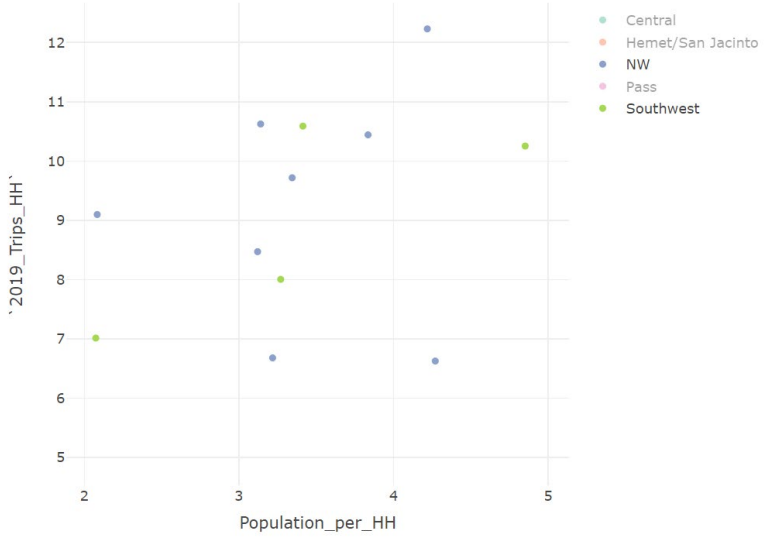


Figure 11 – Daily Vehicle Trips per Average Children per Household

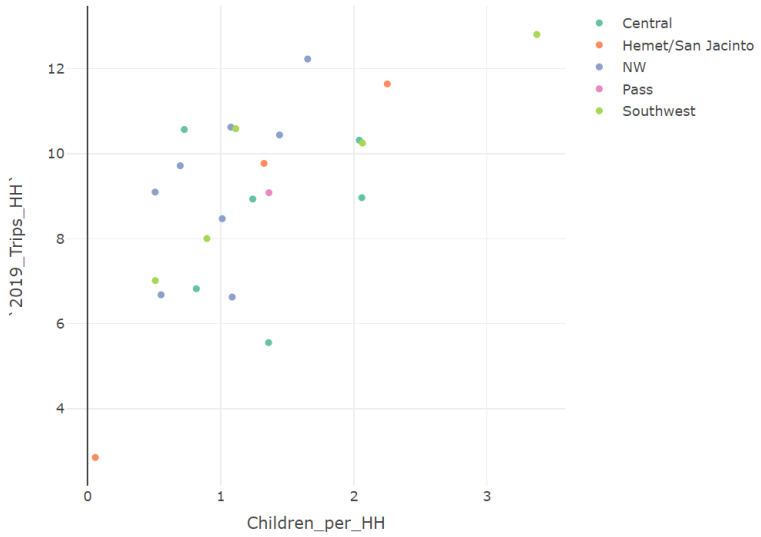


Figure 12 – Daily Vehicle Trips per Average Workers per Household

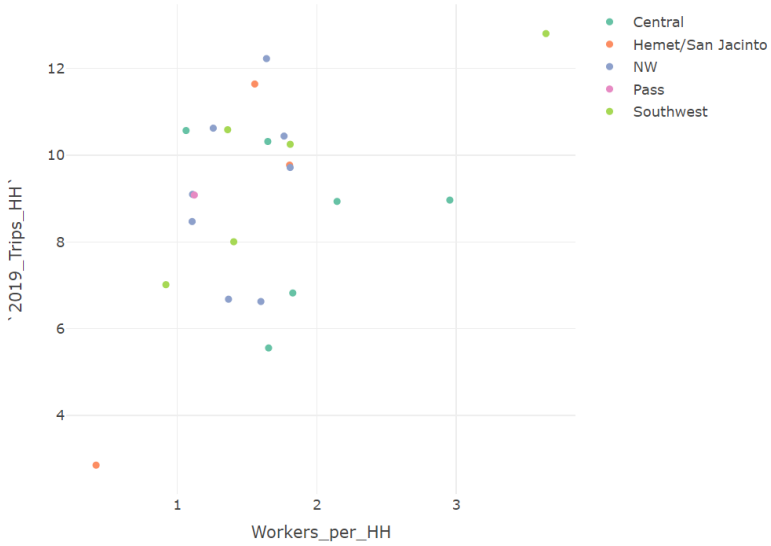


Figure 13 – Daily Vehicle Trips per Median Cost per Square Foot

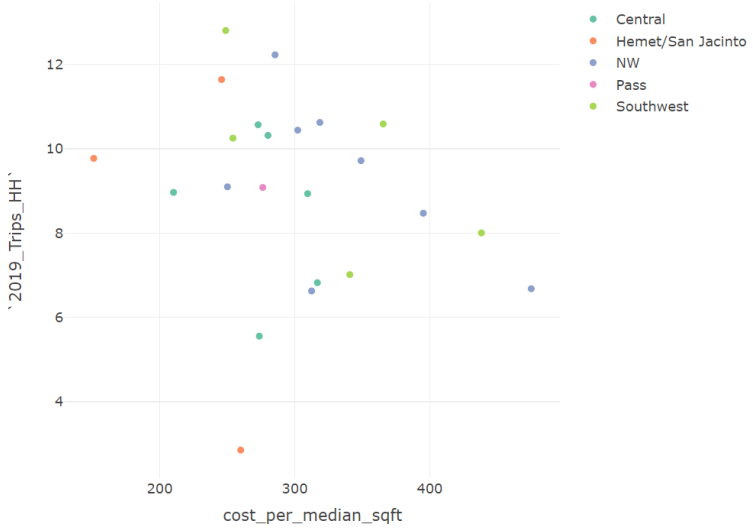


Figure 14 – Correlation Matrix for All Variables

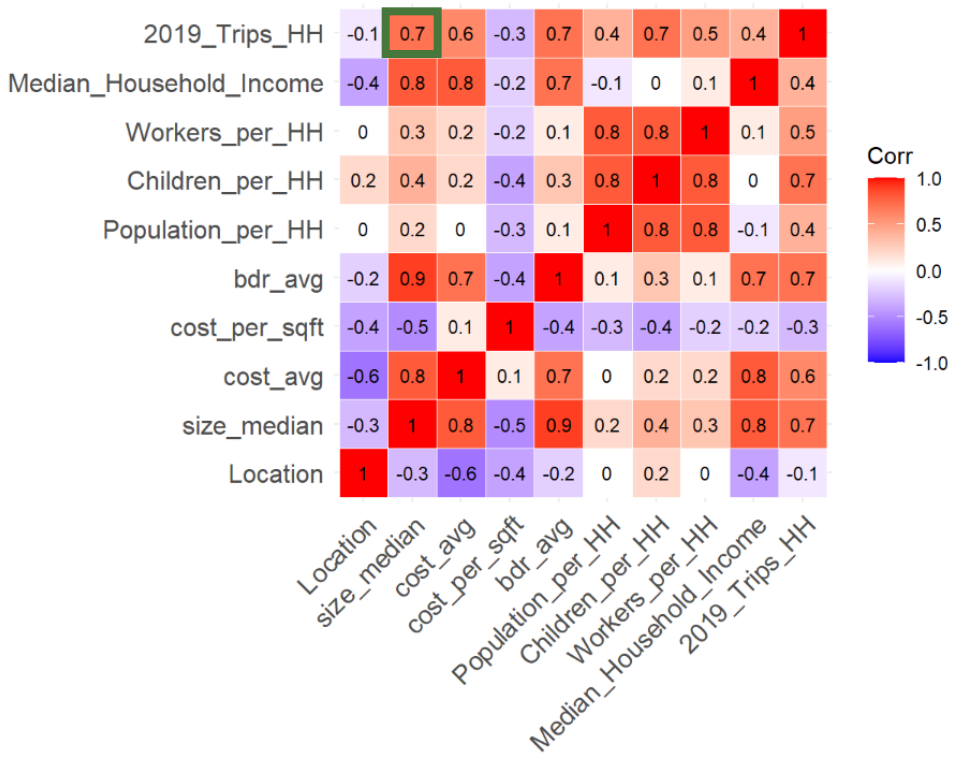


Table 1: Residential Home Data and Sources

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

<u>All home sizes.</u>
Daily total vehicle trips = 2.26 * Median Home Size in Thousand Square Feet + 4.22

<u>Homes l 2.50 thousand square feet or less.</u>
Daily total vehicle trips = 4.11 * Median Home Size in Thousand Square Feet + 1.22

<u>Homes more than 2.50 thousand square feet.</u>
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

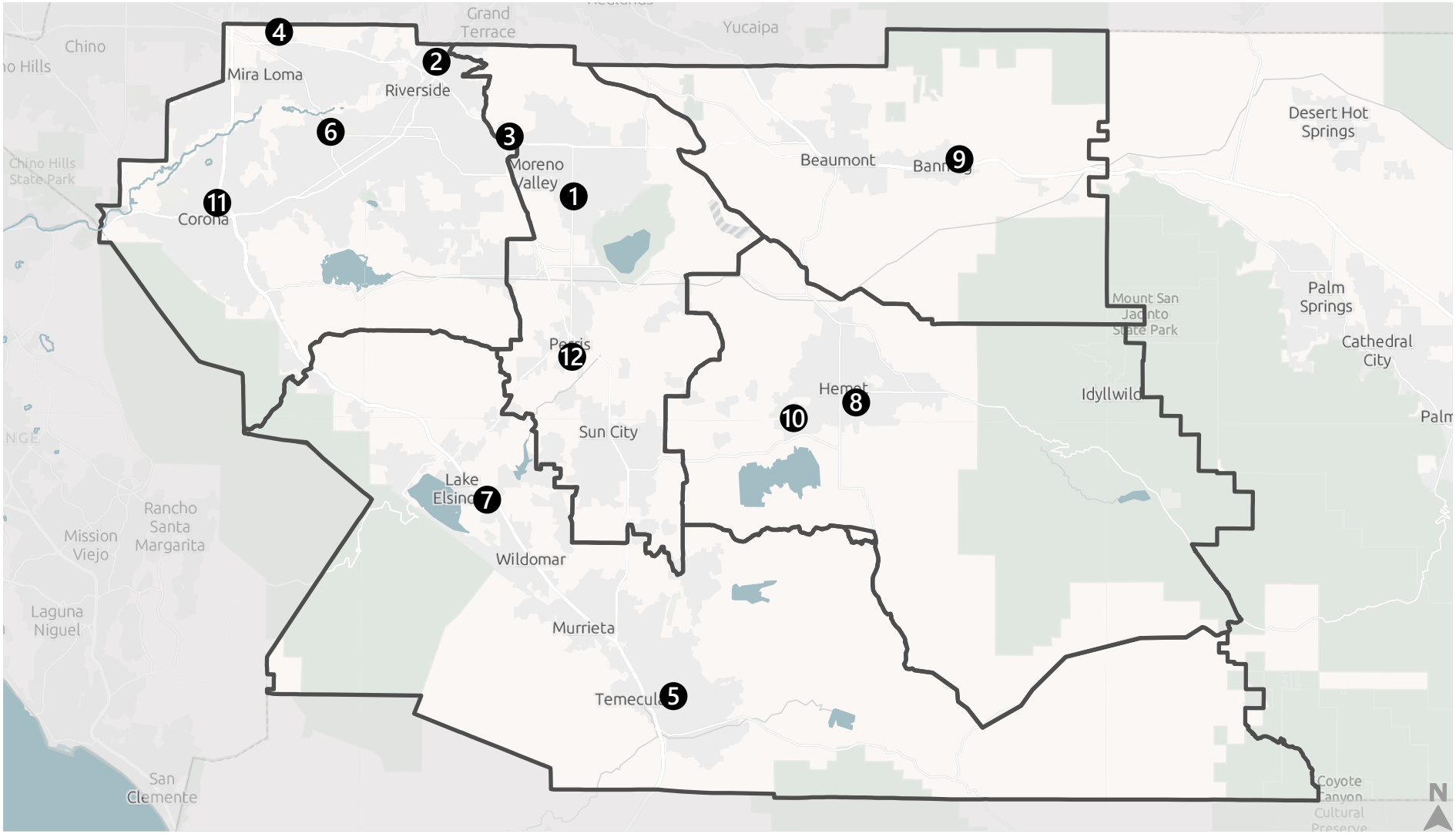
To evaluate the effect of dwelling unit size and number of dwelling unit bedrooms on multifamily trip generation, the following criteria were used to select the apartment complexes within Western Riverside County:

- 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**.



Study Locations

TUMF Zone Boundary

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	4.8×10^{-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 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	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 HOUR	3:30 PM
AM PEAK VOLUME	7	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 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	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

	1	2	3	4	5	TOTAL
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 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	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 HOUR	3:30 PM
AM PEAK VOLUME	29	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 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	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 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	6	0	1	0	0	7
0:15	1	0	0	0	0	1	12:15	9	0	0	0	0	9
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	4	0	0	0	0	4
1:00	0	0	0	0	0	0	13:00	6	1	0	0	0	7
1:15	0	0	0	0	0	0	13:15	11	1	0	0	0	12
1:30	1	0	0	0	0	1	13:30	20	0	0	0	0	20
1:45	0	0	0	0	0	0	13:45	11	0	0	0	0	11
2:00	1	0	0	0	0	1	14:00	13	0	0	0	0	13
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	11	2	0	0	0	13
2:45	0	0	0	0	0	0	14:45	9	0	0	0	0	9
3:00	0	0	0	0	0	0	15:00	21	0	0	0	0	21
3:15	1	0	0	0	0	1	15:15	11	0	0	0	0	11
3:30	6	0	0	0	0	6	15:30	9	0	0	0	0	9
3:45	9	0	0	0	0	9	15:45	9	0	0	0	0	9
4:00	4	0	0	0	0	4	16:00	9	1	0	0	0	10
4:15	8	0	0	0	0	8	16:15	8	1	0	0	0	9
4:30	5	0	0	0	0	5	16:30	8	1	0	0	0	9
4:45	6	0	0	0	0	6	16:45	10	0	0	0	0	10
5:00	5	0	0	0	0	5	17:00	3	0	0	0	0	3
5:15	6	0	0	0	0	6	17:15	9	0	0	0	0	9
5:30	6	0	0	0	0	6	17:30	11	0	0	0	0	11
5:45	6	0	0	0	0	6	17:45	11	0	0	0	0	11
6:00	7	0	0	0	0	7	18:00	15	0	0	0	0	15
6:15	5	3	0	0	0	8	18:15	10	0	0	0	0	10
6:30	13	0	0	0	0	13	18:30	9	0	0	0	0	9
6:45	2	0	0	0	0	2	18:45	9	0	0	0	0	9
7:00	7	3	0	0	0	10	19:00	4	0	0	0	0	4
7:15	17	3	0	0	0	20	19:15	9	0	0	0	0	9
7:30	18	0	0	0	0	18	19:30	10	0	0	0	0	10
7:45	24	0	0	0	0	24	19:45	4	0	0	0	0	4
8:00	16	0	0	0	0	16	20:00	7	0	0	0	0	7
8:15	12	0	0	0	0	12	20:15	4	0	0	0	0	4
8:30	17	0	0	0	0	17	20:30	11	0	0	0	0	11
8:45	14	0	0	0	0	14	20:45	5	0	0	0	0	5
9:00	8	0	0	0	0	8	21:00	6	0	0	0	0	6
9:15	9	0	0	0	0	9	21:15	7	0	0	0	0	7
9:30	10	1	0	0	0	11	21:30	3	0	0	0	0	3
9:45	1	1	0	0	0	2	21:45	4	0	0	0	0	4
10:00	13	0	0	0	0	13	22:00	11	0	0	0	0	11
10:15	12	2	0	0	0	14	22:15	2	0	0	0	0	2
10:30	9	0	0	0	0	9	22:30	5	0	0	0	0	5
10:45	6	0	0	0	0	6	22:45	0	0	0	0	0	0
11:00	11	0	0	0	0	11	23:00	3	0	0	0	0	3
11:15	3	0	0	0	0	3	23:15	3	0	0	0	0	3
11:30	5	0	1	0	0	6	23:30	3	0	0	0	0	3
11:45	8	1	0	0	0	9	23:45	1	0	0	0	0	1
TOTAL	314	14	1	0	0	329	TOTAL	384	7	1	0	0	392

AM PEAK HOUR	7:15 AM
AM PEAK VOLUME	78

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

	1	2	3	4	5	TOTAL
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 HOUR	4:45 PM
AM PEAK VOLUME	54	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 HOUR	1:30 PM
AM PEAK VOLUME	115	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

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 HOUR	7:00 PM
AM PEAK VOLUME	60	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 HOUR	11:45 PM
AM PEAK VOLUME	0	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	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 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	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

	1	2	3	4	5	TOTAL
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 TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 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 HOUR	3:45 PM
AM PEAK VOLUME	131	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 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	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 HOUR	3:45 PM
AM PEAK VOLUME	24	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 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	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 HOUR	5:15 PM
AM PEAK VOLUME	62	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 TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 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

	1	2	3	4	5	TOTAL
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 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	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 HOUR	5:00 PM
AM PEAK VOLUME	85	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 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	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 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	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 HOUR	4:30 PM
AM PEAK VOLUME	39	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 HOUR	5:15 PM
AM PEAK VOLUME	46	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	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 HOUR	1:15 PM
AM PEAK VOLUME	68	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	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

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 HOUR	3:30 PM
AM PEAK VOLUME	48	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	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 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	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 HOUR	11:45 PM
AM PEAK VOLUME	1	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 TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 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 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	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

	1	2	3	4	5	TOTAL
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 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	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 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	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 HOUR	5:00 PM
AM PEAK VOLUME	53	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 TIME	IN 1	2	3	4	5	TOTAL	PM Time	IN 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 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	7	0	0	0	0	7
0:15	0	0	0	0	0	0	12:15	5	0	0	0	0	5
0:30	1	0	0	0	0	1	12:30	3	0	0	0	0	3
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	4	0	0	0	0	4
1:15	0	0	0	0	0	0	13:15	9	0	0	0	0	9
1:30	1	0	0	0	0	1	13:30	4	0	0	1	0	5
1:45	0	0	0	0	0	0	13:45	5	0	0	0	0	5
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	8	0	0	0	0	8
2:30	2	0	0	0	0	2	14:30	2	0	0	0	0	2
2:45	1	0	0	0	0	1	14:45	4	0	0	0	0	4
3:00	1	0	0	0	0	1	15:00	7	0	0	0	0	7
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	7	1	0	0	0	8
3:45	0	0	0	0	0	0	15:45	11	0	0	0	0	11
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	10	0	0	0	0	10
4:30	1	0	0	0	0	1	16:30	7	0	0	0	0	7
4:45	3	0	0	0	0	3	16:45	3	0	0	0	0	3
5:00	1	0	0	0	0	1	17:00	2	0	0	0	0	2
5:15	3	0	0	0	0	3	17:15	4	0	0	0	0	4
5:30	3	0	0	0	0	3	17:30	5	0	0	0	0	5
5:45	7	0	0	0	0	7	17:45	7	0	0	0	0	7
6:00	2	0	0	0	0	2	18:00	3	0	0	0	0	3
6:15	2	0	0	0	0	2	18:15	4	0	0	0	0	4
6:30	3	0	0	0	0	3	18:30	3	0	0	0	0	3
6:45	9	0	0	0	0	9	18:45	5	0	0	0	0	5
7:00	11	0	0	0	0	11	19:00	2	0	0	0	0	2
7:15	9	0	0	0	0	9	19:15	4	0	0	0	0	4
7:30	10	0	0	0	0	10	19:30	0	0	0	0	0	0
7:45	6	0	0	0	0	6	19:45	0	0	0	0	0	0
8:00	1	0	0	0	0	1	20:00	2	0	0	0	0	2
8:15	3	0	0	0	0	3	20:15	2	0	0	0	0	2
8:30	11	0	0	0	0	11	20:30	2	0	0	0	0	2
8:45	13	0	0	0	0	13	20:45	1	0	0	0	0	1
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	1	0	0	0	0	1
9:30	4	0	0	0	0	4	21:30	0	0	0	0	0	0
9:45	4	0	0	0	0	4	21:45	0	0	0	0	0	0
10:00	1	0	0	0	0	1	22:00	2	0	0	0	0	2
10:15	7	1	0	0	0	8	22:15	2	0	0	0	0	2
10:30	5	0	0	0	0	5	22:30	1	0	0	0	0	1
10:45	5	0	0	0	0	5	22:45	4	0	0	0	0	4
11:00	1	0	0	0	0	1	23:00	2	0	0	0	0	2
11:15	3	0	0	0	0	3	23:15	0	0	0	0	0	0
11:30	4	0	0	0	0	4	23:30	2	0	0	0	0	2
11:45	3	0	0	0	0	3	23:45	0	0	0	0	0	0
TOTAL	147	1	0	0	0	148	TOTAL	181	1	0	1	0	183

AM PEAK HOUR	6:45 AM	AM PEAK HOUR	3:30 PM
AM PEAK VOLUME	39	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 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	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 HOUR	3:30 PM
AM PEAK VOLUME	22	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 HOUR	3:15 PM
AM PEAK VOLUME	29	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 HOUR	12:45 PM
AM PEAK VOLUME	94	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

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

	1	2	3	4	5	TOTAL
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 HOUR	4:45 PM
AM PEAK VOLUME	38	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

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 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	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

	1	2	3	4	5	TOTAL
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 HOUR	4:15 PM
AM PEAK VOLUME	17	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

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 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	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 HOUR	3:00 PM
AM PEAK VOLUME	24	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 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	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 HOUR	3:15 PM
AM PEAK VOLUME	115	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

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 TIME	OUT 1	2	3	4	5	TOTAL	PM Time	OUT 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

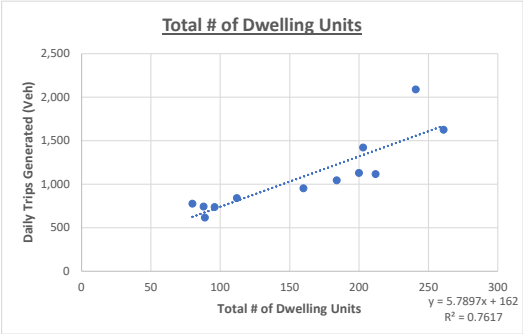
	1	2	3	4	5	TOTAL
TOTAL: AM+PM	2,079	23	3	0	0	2,105
% OF TOTAL	98.8%	1.1%	0.1%	0.0%	0.0%	100.0%
AM PEAK	277	0	0	0	0	277
PM PEAK	125	0	0	0	0	125

Appendix B: Apartment Characteristics

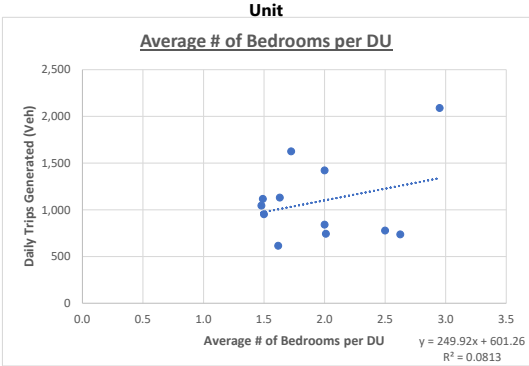
Study Site #	TUMF Zone	Name	Address	Phone #	Apartment Website	# of Apartment Style								Apartment Size (Sq. Ft.)							
						Studio	One Bedroom	Two Bedrooms	Three Bedrooms	Four Bedrooms	Total # of DUs	Total # of Bedrooms	Average # Bedrooms per DU	Studio	One Bedroom	Two Bedrooms	Three Bedrooms	Four 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

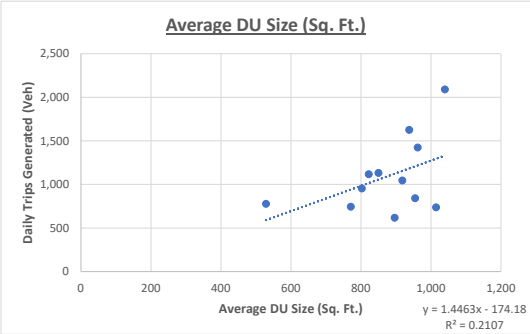
Daily Trip Generation by # of Dwelling Units in Complex



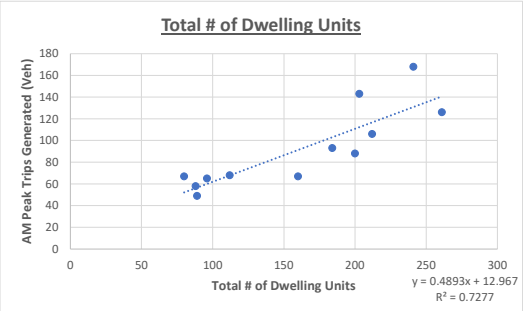
Daily Trip Generation by Average # of Bedrooms Per Dwelling Unit



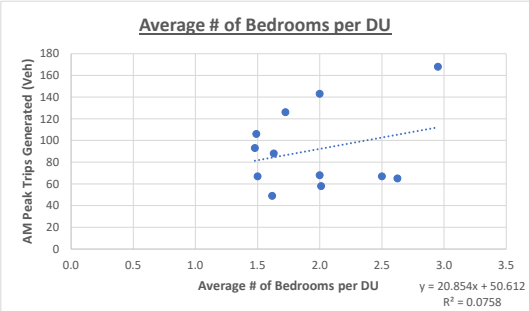
Daily Trip Generation by Average Size of Dwelling Unit



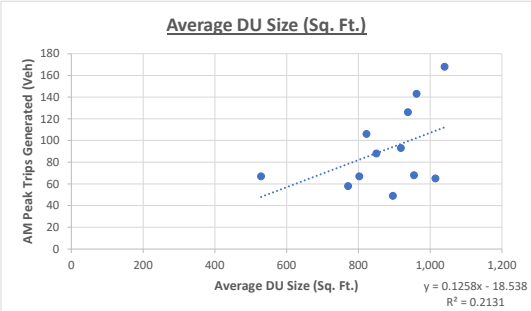
AM Peak Trip Generation by # of Dwelling Units in Complex



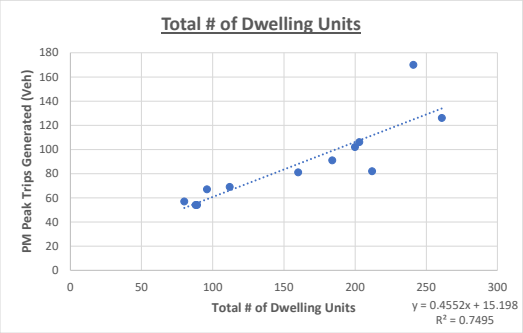
AM Peak Trip Generation by Average # of Bedrooms Per Dwelling Unit



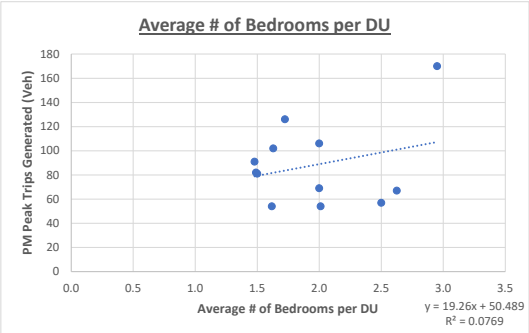
AM Peak Trip Generation by Average Size of Dwelling Unit



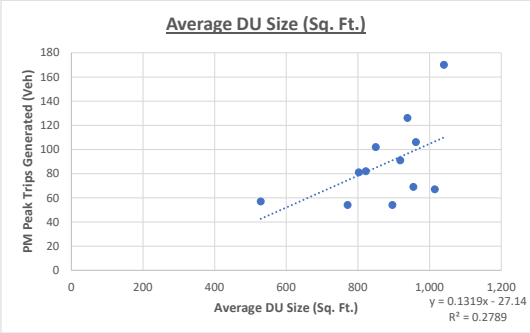
PM Peak Trip Generation by # of Dwelling Units in Complex



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)
Industrial	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									
	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	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									
	General Commercial	12,978	17,023	0.76									
	Median			**1.95**			Median	*448.5*	**2.23**	Median	*500.0*	**2.00**	**2.00**
Service	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							
	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/Public Sector					Government/Civic	3.00	Government Offices	208					
					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 NO. 2026-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING 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, WRCOG, with the assistance of TUMF Participating Jurisdictions, 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; and

WHEREAS, in September 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 No. 1607, 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 the TUMF Ordinance shall be used to help pay for the design, planning, construction of and real property 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;

WHEREAS, by notice duly given and published, the City Council set the time and place for 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, Section 15.76.030(C) of the Banning Municipal Code authorizes periodic review and adjustment to the applicable TUMF in accordance with any adjustments made by the WRCOG Executive Committee; and

WHEREAS, Section 15.67.030(C)(1) of the Banning Municipal Code implements an annual automatic construction cost index ("CCI") adjustment to the TUMF; and

WHEREAS, the purpose of the Resolution is to implement the initial automatic CCI adjustment as provided for in Ordinance 1621; and

WHEREAS, further CCI increases shall be automatically implemented pursuant to Section 15.67.030(C)(1) of the Banning Municipal Code; and

WHEREAS, the automatic CCI adjustment implemented by this Resolution is inflationary only and does not modify the underlying fee nexus, land use assumptions, improvement program, or proportionality findings previously adopted by the City; 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 Resolution is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED 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 No. 1621 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 implementing the initial CCI adjustment for the TUMF which replaces the fee schedule set forth in Sections 2 and 3 of Resolution No. __ in its entirety as of [DATE], shall go into effect upon the Effective Date set forth in Section 4, below:

A. There is hereby adopted the following TUMF schedule:

(1) $12,705 per single family residential unit 1,800 square feet or less
(2) $14,292 per single family residential unit between 1,801 and 2,300 square feet
(3) $15,881 per single family residential unit between 2,301 and 2,700 square feet
(4) $19,851 per single family residential unit greater than 2,700 square feet
(5) $8,021 per multi-family residential unit
(6) $2.39 per square foot of an industrial project
(7) $7.92 per square foot of a retail commercial project
(8) $5.02 per square foot of a service commercial project
(9) $2.51 per square foot of a service Class A and B Office

SECTION 3. 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 4. Effective Date. This Resolution shall become on July 1, 2026.

PASSED, APPROVED, AND ADOPTED this24th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that Resolution No. 2026-35 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of February, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

ORDINANCE NO. 1621 – RESOLUTION NO. 2026-35
TRANSPORTATION UNIFORM MITIGATION FEES (TUMP) UPDATE

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its meeting of February 24, 2026. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider Ordinance No. 1621 and Resolution No. 2026-35, an amendment by the City of Banning to Chapter 15.76, amending the Transportation Uniform Mitigation Fee (TUMF) program and to establish Construction Cost Index adjustments to the TUMF program, applicable to all developments in the City of Banning.

ENVIRONMENTAL DETERMINATION: The proposed ordinance and resolution for the levying of TUMF program fees has been reviewed in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines and has been determined that the adoption of the ordinance and resolution are exempt from CEQA pursuant to Section 15061(b)(3) as they are not a "project" as defined in the CEQA Guidelines.

REVIEW OF PROJECT INFORMATION: The proposed text amendment and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3125. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

Mark Staples
Planning Manager

Dated: February 9, 2026
Publish: February 13, 2026

Record Gazette
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

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

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

PHN CC Meeting 2-24-2026 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:

Feb 13, 2026

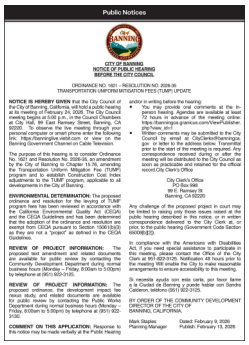
Executed on: February 13, 2026

At City of Banning, California

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

Kaila Yeaman

Signature



Public Notices

CITY OF BANNING
NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

ORDINANCE NO. 1921 – RESOLUTION NO. 2026-35
TRANSPORTATION UNIFORM MITIGATION FEES (TUMF) UPDATE

NOTICE IS HERREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its meeting of February 24, 2026. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your computer, please visit the City's Live Streaming Site at the link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider Ordinance No. 1921 and Resolution No. 2026-35, an amendment by the City of Banning to Chapter 15.76, amending the Transportation Uniform Mitigation Fee (TUMF) Nexus Study, and Resolution No. 2026-35 to make adjustments to the TUMF program, applicable to all developments in the City of Banning.

ENVIRONMENTAL DETERMINATION: The proposed ordinance and resolution for the levying of TUMF program fees has been reviewed in accordance with the California Environmental Quality Act (CEQA) and City CEQA guidelines and staff has determined that the adoption of the ordinance and resolution are exempt from CEQA pursuant to Section 15061(b)(3) CEQA and are not a "project" as defined in the CEQA Guidelines.

REVIEW OF PROJECT INFORMATION: The proposed text amendment and related documents are available for public review at the Banning Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

REVIEW OF PROJECT INFORMATION: The proposed ordinance, the development impact fee nexus study, and related documents are available for public review at the Banning Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- In person at the public hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banning.ca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerk@banninga.gov, or letter to the address below. Timeriefial comments, if received prior to noon on the correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.City Clerk's Office

City Clerk's Office
PO Box 998
99 E. Ramsey St.
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009(b)(2)).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (951) 922-3102. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esto carta, por favor llame a la Ciudad de Banning y pueda hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Mark Stepien
Planning Manager

Dated: February 9, 2026
Publish: February 13, 2026

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Art Vela, Interim City Manager**

PREPARED BY: **Nate Smith, Deputy Director of Public Works/City Engineer**

MEETING DATE: **February 24, 2026**

SUBJECT: **Consider Resolution 2026-24, Making a Finding of Exemption Under CEQA, Approving the Development Impact Fee Study (DIF) Dated January 2026, and Adopting New and Amended Development Impact Fees, and Introducing Ordinance 1616 Amending Chapter 15.68 - Development Impact Fees of the Banning Municipal Code, Including Sections 15.68.040, 15.68.010, 15.68.020, 15.68.030, 15.68.040, 15.68.050, 15.68.060, 15.68.070, and Adding Section 15.68.080 Electric Facilities Development Impact Fees**

RECOMMENDATION:

1) Determine this action is exempt under CEQA
2) Adopt Resolution 2026-24
3) Waive further reading, and introduce as read by title only, Ordinance 1616

BACKGROUND:

City Council approved Resolution 2024-92 on June 11th, 2024 that approved a professional services agreement with Matrix Consulting Group LTD for the Comprehensive User Fee and Impact Fee Study. This study would provide an update to both the User Fees assessed by the City of Banning for services provided to the public, as well as updates to the Development Impact Fee (DIF) program. The work was split into the Comprehensive User Fees, which were adopted by City Council on November 12 with Resolution 2025-156, and the Development Impact Fee Update, which is the subject of this public hearing.

The previous development impact fees were adopted with Resolution 2019-112 on September 10, 2019 in accordance with Banning Municipal Code, which was modified with Ordinance 1551 adopted September 24, 2019. The development impact fees have been at the rates set with Resolution 2019-112 since that time.

DIFs are commonly imposed by local agencies on new developments as a precondition in the development application process. Revenues realized from DIF programs serve the primary purpose of funding the cost for public facilities necessary for mitigating the impacts of development projects and assure that new developments pay for their share of costs associated with growth. Data is used from various sources from the state, region, and City to determine growth patterns and expected development. This information is provided in greater detail in the draft DIF report. DIFs are regulated by Government Code Sections 66000 through 66025, with recent legislation of AB1600, which requires a reasonable relationship ("nexus") between the collection of fees and the development within the City's jurisdiction. AB602 has additional requirements that requires the adoption of a nexus study prior to

adoption of the fees, that fees be proportional, and that nexus studies must be updated every 8 years. Greater detail on the legal authority and requirements are provided in the DIF Report.

The City currently imposes DIF on Fire, General Facilities, Parks, Police, Traffic, Wastewater, and Water. A new DIF category is proposed for Electric services. The City Council adopted a Cost of Service and Rate Study for the Electric Utility in September 2025 (NewGen Strategies and Solutions, LLC) that included a capital component to the study. This report assessed the study to determine if it met the requirements set by the State to implement a DIF and determined that it does. The DIF Study identified that there is a discrepancy between the current DIF and the DIF that is necessary to implement the capital plans that are included with this study. As such, the DIF is proposed to be increased to the maximum justifiable amount for each development category. There are a couple of cases where the DIF is proposed to decrease slightly based on the new study. DIF is assessed on all new development.

The proposed DIF is located in Exhibit A of Resolution 2026-24.

This DIF study identifies the maximum justifiable fee that can be charged to the 5 development categories (Single Family Residential, Multi-Family Residential, General Commercial, Office, Industrial) for each DIF service (Electric, Fire, General Facilities, Parks, Police, Traffic, Wastewater, Water). The City Council has the authority to adopt the rates as presented, or make reductions to the rates proposed in the study. In no case, can the City Council adopt rates greater than what is presented in the DIF study. If a reduced rate is desired, that means that the service area collecting the DIF would require some form of subsidy to fund the capital and equipment cost components to 100%. This could be through other City funds, state funds, federal funds, grants, etc., or deferment of improvements contemplated in the DIF. These are policy decisions to be made by the City Council.

The current DIF ordinance does allow for the adjustment on DIF on an annual basis based on CPI-U for the Riverside/San Bernardino/Ontario region, however, the DIF has not been adjusted since its adoption in 2019. Moving forward, City Staff will apply the appropriate adjustment in the DIF effective July 1 of each year, starting on July 1, 2027.

JUSTIFICATION:

The DIF Study prepared by Matrix Consulting contains the maximum justifiable DAF for each of the DIF categories (Electric, Fire, General Facilities, Parks, Police, Traffic, Wastewater, Water). The California Housing and Community Development Department outlines three typical methodologies for calculating impact fees: The existing inventory method, the planned facility method, and the system plan method (a hybrid of existing plan planned methods). This analysis used the mode widely accepted and recognized 'system plan method' to calculate the fees. Detail of this methodology is included in the attached DIF Study.

AB602 requires that the City's DIF be evaluated every 8 years. The last update in the City of Banning was 2019, and this action would be consistent with the statutory requirements.

A public workshop was held on January 17, 2026 to introduce the topic for City Council. This was an information item only, no official action was taken.

A second City Council discussion item occurred on February 10, 2026 to review rates and provide an analysis on the comparison to our neighbor. After this meeting, City staff conferred with Matrix Consulting to review comments recieved prior to the discussion item. This was an information item only, no official action was taken.

A public hearing notice was published on Friday, February 13, 2026 in the Record Gazette.

FISCAL IMPACT:

The update to the City's DIF program will provide the necessary revenue to fund the capital project

described in the DIF studies in order to mitigate the impacts of new development and keep the City's level of service for electric facilities, fire protection, general facilities, parks, police, traffic, wastewater, and water systems at a satisfactory level.

ALTERNATIVES:

1. Approve as recommended
2. Provide alternate direction to staff
3. Continue discussion to the March 10, 2026 City Council Meeting
4. Do not approve as reccomended

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2026-24 - DIF Update.pdf
2. Resolution 2026-24 Exhibit A - 2026 DIF Schedule.pdf
3. Resolution 2026-24 Exhibit B - DIF Study Final Report.pdf
4. ORD NO 1616.pdf
5. ORD NO 1616 Exhibit A - Chapter 15.68 DEVELOPMENT IMPACT FEES (Redline).pdf
6. 2019 Current DIF Table.pdf
7. 2026 DIF Comparison.pdf
8. 2026_0210 BIA Comment Letter.pdf
9. 2026_0218 BIA DIF Response Letter.pdf
10. PHN ORD 1616.pdf
11. PHN Affidavit - DIF.pdf

RESOLUTION 2026-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, MAKING A FINDING OF EXEMPTION UNDER CEQA, APPROVING THE DEVELOPMENT IMPACT FEE (DIF) STUDY DATED FEBRUARY 2026, AND ADOPTING NEW AND AMENDED DEVELOPMENT IMPACT FEES

WHEREAS, On September 24, 2019, the City Council adopted Ordinance 1551 establishing Chapter 15.68 "Development Impact Fees" of the Banning Municipal Code. Chapter 15.68 provides that Development Impact Fees shall be paid in an amount established by resolution of the City Council; and

WHEREAS, Matrix Consulting Group has prepared the Development Impact Fee (DIF) Study dated February 2026; and

WHEREAS, the Development Impact Fee (DIF) Study ("Study") identifies capital infrastructure, equipment, and other physical needs necessary to accommodate build out of the community under the City's General Plan; and

WHEREAS, the Study describes the benefit and impact areas on which development impact fees are to be imposed and collected, describing the reasonable relationship between the development impact fees and the various types of new development, analyzing the need for new public facilities and improvements which will be necessitated by new development, setting forth a methodology for determining the relationship between new development, the needed public facilities, and the estimated cost of those improvements, and otherwise satisfying the requirements of the law, and Government Code Sections 66000 et seq. (the "Mitigation Fee Act"), with regard to the imposition and collection of development impact fees; and

WHEREAS, the Study evaluates project development growth in the City through the year 2040 for electric, fire, general facilities, parks, police, traffic, wastewater, and water based on the City's General Plan, adopted specific plans, and other development approvals, and provides the basis for calculating and adopting impact fees in the following categories: Electric, Fire, General Facilities, Parks, Police, Traffic, Wastewater, and Water; and

WHEREAS, the analysis of facilities and improvement costs contained in the Study, taken together with the methodology established by the Study, demonstrate the specific costs associated with providing adequate public facilities commensurate with project levels of new development in the City; and

WHEREAS, the Study provides the documentation, detail, and other information required by the Mitigation Fee Act as the basis for the adopting and imposition of the development impact fees for electric, fire, general facilities, parks, police, traffic, wastewater, and water, and describes the benefit and impact area on which the development impact fees are to be imposed, lists the specific public improvements to be financed through the imposition and collection of the development impact fees, describes the estimated costs of providing the improvements and facilities, describes the reasonable relationship between the development impact fees and the various types of new development, and otherwise satisfies the requirements of the law with regard to the imposition and collection of development impact fees; and

WHEREAS, pursuant to the Mitigation Fee Act, the City Council finds that there is a reasonable relationship between the need for park land and parks improvements and residential development that does not involve the subdivision of land for which a corresponding fee is charged because future residential development will increase the City's population and will require additional park space and improvements to adequately serve the athletic and recreational needs of these new residents; and

WHEREAS, pursuant to the Mitigation Fee Act, the City Council finds that there is a reasonable relationship between the development and improvement of parks and residential development that does not involve the subdivision of land for which the fee is imposed, because the additional parks and improvement will improve and expand the City's park system and thus reduce the risk that the City's increasing population will overuse or overcrowd the City's parks; and

WHEREAS, pursuant to the Mitigation Fee Act, the City Council finds that the proposed fees for traffic impact fee does not duplicate fees collected under the Western Riverside County Traffic Uniform Mitigation Fee (TUMF) Ordinance because the items listed in the Study only include costs for transportation improvements at intersections, and other costs, that are not included in TUMF, but would require improvements due to background growth and new development in the City; and

WHEREAS, the facts and evidence presented to the City Council have established that there is a reasonable relationship between the need for new facilities or improvements and the impacts of new development for which a corresponding fee is charged, and also that there is a reasonable relationship between the fees and the use and the type of development for which the fee is imposed; and

WHEREAS, the City has compiled with the notice and hearing requirements of state law and the Mitigation Fee Act prior to adopting the Resolution, and a notice of public hearing on the development impact fees was mailed as required by law to any interested party who filed a written request with the City Clerk for mailed notice of a new meeting on new or increased fees; and

WHEREAS, the City Council held a duly noticed public hearing at the February 10, 2026 Regular City Council meeting, at which time further testimony was presented and the public hearing was closed; and

WHEREAS, the City Council finds that the record of these proceedings, including the Study, the City's General Plan, ordinances and resolutions, the staff report, written correspondence received by the City, and the testimony received at the hearing prior to the adoption of this Resolution, held on February 10, 2026, contains substantial evidence to support the imposition and collection of the development impact fees established herein; and

WHEREAS, the City Council has reviewed and considered the development impact fees established therein and finds that the fees will mitigate some of the impacts associated with additional capital and infrastructure needs necessitated by new residential and non-residential development in the City.

NOW, THEREFORE, the City Council of the City of Banning hereby finds, resolves, and determines as follows:

SECTION 1: ADOPTION AND INCORPORATION OF RECITALS
The findings and recitals set forth above the true and correct and are incorporated herein.

SECTION 2: ADOPTION OF THE STUDY

The City Council hereby approved the Development Impact Fee (DIF) Study prepared by Matrix Consulting Group dated February 2026, and the findings contained therein. The City Council further adopts the methodology set forth in the Study for calculating and collecting the development impact fees adopted herein. A copy of the Study shall be on file with the City Clerk and available during regular City business hours for public inspection.

SECTION 3: ADOPTION OF DEVELOPMENT IMPACT FEES

The City Council hereby approve and adopts the development impact fees for electric, fire, general facilities, parks, police, traffic, wastewater, and water in accordance with the schedule set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 4: METHODOLOGY FOR CALCULATION, ADJUSTMENT, AND COLLECTION OF DEVELOPMENT IMPACT FEES

The development impact fees established in Exhibit A are hereby adopted, and shall be calculated, adjusted, and collected in accordance with City ordinances and the Study. The amount of the development impact fees may be adjusted annually for inflation of July 1st of each calendar year by the percentage change in the Construction Cost Index as published in the Engineering News-Record (or successor publication).

SECTION 5: IMPOSITION OF DEVELOPMENT IMPACT FEES

The development impact fees established herein shall be due and payable in accordance with Government Code Section 66007, upon the issuance of the Certificate of Occupancy.

SECTION 6: EFFECTIVE DATE OF NEW DEVELOPMENT IMPACT FEES

The development impact fees for fire, general facilities, parks, police, traffic, wastewater, and water established by Section 4 of this Resolution shall be effective on the thirtieth (30th) day following the adoption of this Resolution.

The development impact fee for electric established by Section 4 of this Resolution shall be effective on the later of the thirtieth (30th) day following the adoption of this resolution or the thirtieth (30th) following the adoption of Ordinance 1616, whichever is later.

SECTION 7: EXCEPTIONS

The development impact fees established herein shall not include fees established and collected pursuant to Chapter 15.72 ("Western Riverside County Multiple Species Habitat Conservation Plan") and Chapter 15.76 ("Western Riverside County Transportation Uniform Mitigation Fee Program") of the Municipal Code.

SECTION 8: APPEAL OF FEE IMPOSITION

Any applicant who is subject to payment of the development impact fees established herein may file an appeal in accordance with Chapter 15.68 of the Municipal Code, as that chapter may be amended from time to time.

SECTION 9: REPEAL OR PRIOR DEVELOPMENT IMPACT FEES ADOPTED BY RESOLUTION 2019-112 AND CONFLICTING RESOLUTIONS

Any and all provisions of Resolution No. 2019-112 and any other prior resolutions of the City Council establishing or modifying development impact fees in the categories established in the Study and set forth in Exhibit A, which duplicate or conflict with the provisions of the Resolution and Exhibit A, are hereby repealed and replaced with the fees set forth in Exhibit A and the terms and conditions established by this Resolution upon the effective date of the new development impact fees as provided in Section 6 of this Resolution.

SECTION 10: ENVIRONMENTAL EXEMPTION

The adoption of the Study and the development impact fees specified in this Resolution was reviewed in accordance with the criteria contained in the California Environmental Quality Act ("CEQA") and the State CEQA guidelines. The City Council finds the adoption of the Study and the development impact fees in this Resolution is not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4), as the action relates to the creation of government funding mechanisms or other governmental fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

The City Council finds the adoption of the Study and the development impact fees in this Resolution is statutorily exempt from CEQA under section 15273(a)(4) to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of obtaining funds for capital project, necessary to maintain service within existing service areas. The capital projects described in the Development Impact Fee (DIF) Study will maintain the level of service currently provided by the City's existing electric, fire, general facilities, parks, traffic, wastewater, and water facilities by ensuring that the impacts of new development will not negatively impact existing service levels within existing service areas.

SECTION 11: SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Resolution or any part hereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared invalid or unconstitutional.

SECTION 12: CERTIFICATION

The City Clerk shall certify to the adoption of this resolution and shall cause a certified copy of this resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 10th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLC

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-24, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of February 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

Exhibit A
Schedule of Development Impact Fees
Effective 30 Days After Adoption

Adopted on February 24, 2026, and Effective on March 26, 2026
Fire, General Facilities, Parks, Police, Traffic, Wastewater, and Water Development Impact Fees

Adopted on February 24, 2026 and Effective on April 9, 2026
Electric Development Impact Fee

Exhibit B

Development Impact Fee (DIF) Study dated February 2026 by Matrix Consulting Group

City of Banning, Ca

2026 Development Impact Fee Schedule

Maximum Justifiable Fee per Development Impact Fee (DIF) Study dated January 2026 by Matrix Consulting Group

Land Use	Electric Impact Fee	Fire Protection Facilities	General City Facilities	Parkland and Parks	Police Facilities	Traffic Impact Fees	Wastewater Facilities	Water Facilities	
Residential Uses (Fees assessed on a PER SQUARE FOOT basis)									
Single Family	$ 0.99	$ 1.21	$ 1.23	$ 3.80	$ 0.90	$ 1.19	$ 3.25	3/4"	$ 6,094
Multi-Family	$ 0.93	$ 2.11	$ 2.13	$ 6.59	$ 1.57	$ 1.00	$ 2.20	1"	$ 10,156
								1-1/2"	$ 20,312
								2"	$ 32,500
Non-Residential Uses (Fees assessed on a PER SQUARE FOOT basis)								3"	$ 60,937
Commercial	$ 2.36	$ 0.65	$ 0.47		$ 0.48	$ 10.06	$ 2.29	4"	$ 101,562
Office	$ 2.21	$ 0.85	$ 0.62		$ 0.63	$ 3.29	$ 0.80	6"	$ 203,123
Industrial	$ 1.27	$ 0.32	$ 0.23		$ 0.23	$ 1.60	$ 0.87	8"	$ 568,745

Resolution 2026-24, Effective March 26, 2026 (Police, Fire Protection, Parkland and Parks, General Facilities, Wastewater, Traffic, Water)
Resolution 2026-24, Effective April 9, 2026 (Electric)

DEVELOPMENT IMPACT FEE (DIF) STUDY

FEBRUARY 2026

BANNING, CA

MATRIX
CONSULTING GROUP

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INTRODUCTION AND EXECUTIVE SUMMARY

The report, which follows, presents the results of the Development Impact Fee Study conducted by Matrix Consulting Group for the City of Banning.

PROJECT BACKGROUND AND SCOPE OF WORK

The City of Banning retained Matrix Consulting Group to update existing impact fees to ensure compliance with the state's nexus requirements and to explore the development of new impact fees. Within the state of California, impact fees are governed by the Mitigation Fee Act (AB1600) (Gov. Code §66000 et seq.) and AB602, which require demonstrating a reasonable relationship between the development activity and the proposed benefit. The City's last comprehensive impact fee update was in 2019; as such, the City is reevaluating the nexus for these impact fees to ensure they remain appropriate and reflect completed and new projects. The results of this study will allow the City to ensure that future development has a nexus with its proportionate impact on City infrastructure and to update the fee amounts to better reflect those impacts.

GENERAL PROJECT APPROACH AND METHODOLOGY

The California Housing and Community Development Department outlines three typical methodologies for calculating impact fees: the existing inventory method, the planned facility method, and the system plan method (a hybrid of the existing and planned methods). For this analysis, the project team used the more widely accepted and recognized 'system plan method' to calculate the fees.

The 'system plan method' utilizes the concept of a 'service level standard'. This standard is based on the recognition of the jurisdiction's existing service-level standards for its service users (i.e., residents, employees, students, etc.). As new development and growth in the community occur, there is potential for the service level standard to decline if appropriate measures are not taken to maintain it. Therefore, the 'service level standard' calculates the impact of each individual on the City's infrastructure and applies it to future individuals and growth. If the service population increases, there would be a corresponding impact on infrastructure, thereby creating a nexus for the collection of impact fees. However, if there is no increased population or use of those services, impact fees would not be justifiable or applicable.

For the purposes of calculating impact fees, the project team reviewed a variety of data elements from the state, regional organizations, county, and City staff. The following points highlight the data reviewed through the course of this analysis:

- **Ordinances and Codes:** The project team reviewed the City's ordinances and municipal code to ensure that there was the legal authority to assess and increase current impact fees.

- **General Plan, Facilities Assessment, Department Master Plans, and CIP Plans:** Data was reviewed from a variety of City-specific documents regarding the potential growth in the community, the goals for the City and the departments, as well as future capital projects.
- **Growth and Projection Data:** Population, household, dwelling unit, and employment information for current and future years was obtained from the U.S. Census Bureau, the California Department of Finance, the Southern California Association of Governments (SCAG), American Water Works Association (AWWA) and internal City General Plan projection documents.
- **Service Level Standards:** Information on police facilities, fire equipment, transportation projects, storm drain projects, and park needs was collected, reviewed, and applied to calculate future impacts.
- **Revenues and Expenses:** Revenue collected from impact fees was reviewed to ensure compliance with reporting practices and to calculate an administrative overhead percentage. Expense information was reviewed for infrastructure costs and overhead to support impact fees.

These components were used to develop and update the City's impact fees.

SUMMARY OF RESULTS

During this analysis, the project team evaluated impact fees based on projected population impacts for 2025-2040. Based on the results, the maximum justifiable impact fees were calculated for the following infrastructure: Electric, Fire, General Facilities, Parks, Police, Traffic, Wastewater, and Water.

As outlined in the Mitigation Fee Act, proportional costs associated with future infrastructure impacts, along with administrative overhead, were used to calculate the full cost of the impact fees presented. It is important to note that AB602 states that residential (single-family and multi-family) should be calculated based upon proportional square footage, rather than per dwelling unit. To comply with this regulation, all residential fees were converted to a per-square-foot calculation. The following subsections show the results of the updated impact fees calculated for the City.

ELECTRIC IMPACT FEE

The City recently completed a Cost of Service and Rate Study for its electric operations (September 2025, NewGen Strategies and Solutions, LLC). One mechanism to maintain the service standard outlined in the NewGen study is for the City to explore the feasibility of implementing an impact fee for its electrical utility infrastructure. Through this analysis, the project team calculated the full cost to be as follows:

Table 1: Proposed Electric Impact Fee

Category	Full Cost
Residential: Per Sq. Ft.	
Single Family	$0.99
Multi-Family	$0.93
Non-Residential: Per Sq. Ft.	
Commercial	$2.36

Category	Full Cost
Office	$2.21
Industrial	$1.27

The full cost fee calculated through this study represents the maximum fee that the City can charge, inclusive of an allowable administrative fee outlined in the Mitigation Fee Act.

FIRE IMPACT FEE

The City of Banning administers a Fire impact fee to ensure that new development contributes its proportional share of costs to offset the demand placed on fire facilities, vehicles, and equipment required to support growth. The following table compares the City's current impact fee to the full cost calculated through this analysis, the difference, and the current level of cost recovery.

Table 2: Current vs. Full Cost – Fire Impact Fee

Category	Current Fee	Full Cost	Difference	Current Cost Recovery %
Residential: Per Sq. Ft.[1]				
Single Family	$0.39	$1.21	($0.82)	32%
Multi-Family	$0.61	$2.11	($1.50)	29%
Non-Residential: Per Sq. Ft.				
Commercial	$0.49	$0.65	($0.16)	75%
Office	$0.63	$0.85	($0.22)	74%
Industrial	$0.24	$0.32	($0.08)	76%

All fire impact fees show an under-recovery, ranging from a low of $0.08 per square foot for industrial projects to a high of $1.50 per square foot for multi-family residential development. The full cost fee calculated in this study represents the maximum fee the City can charge and includes the administrative fee allowable under the Mitigation Fee Act.

GENERAL FACILITIES IMPACT FEE

The City of Banning administers a General Facilities impact fee to ensure that new development contributes its proportional share of costs to offset the demand placed on public facilities (i.e., City Hall, corporation yard, etc.), city vehicles, and equipment required to support growth. The following table compares the City's current impact fee to the full cost calculated through this analysis, the difference, and the current level of cost recovery.

[1] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

Table 3: Current vs. Full Cost – General Facilities Fee

Category	Current Fee	Full Cost	Difference	Current Cost Recovery %
Residential: Per Sq. Ft.[2]				
Single Family	$0.27	$1.23	($0.95)	22%
Multi-Family	$0.43	$2.13	($1.70)	20%
Non-Residential: Per Sq. Ft.				
Commercial	$0.49	$0.47	$0.02	103%
Office	$0.64	$0.62	$0.02	103%
Industrial	$0.24	$0.23	$0.01	104%

Residential fees under-recover, while non-residential fees slightly over-recover on a square footage basis. Like other impact fees, the full cost fee calculated through this study represents the maximum fee that the City can charge, inclusive of all allowable administrative costs outlined in the Mitigation Fee Act.

PARKS IMPACT FEE

The City of Banning administers a Parks impact fee to ensure that new development contributes its proportional share of costs to offset the acquisition of new land and the demand placed on park infrastructure required to support growth. The following table compares the City's current impact fee to the full cost calculated through this analysis, the difference, and the current level of cost recovery.

Table 4: Current vs. Full Cost – Parks Impact Fee

Category	Current Fee	Full Cost	Difference	Current Cost Recovery %
Residential: Per Sq. Ft.[3]				
Single Family	$2.02	$3.80	($1.78)	53%
Multi-Family	$3.14	$6.59	($3.45)	48%

The City under-recovers for both of its residential park-specific impact fees. The full cost fee calculated through this study represents the maximum fee that the City can charge and is inclusive of the administrative fee allowable under the Mitigation Fee Act.

POLICE IMPACT FEE

The City of Banning administers a Police impact fee to ensure that new development contributes its proportional share of costs to offset the demand placed on police facilities, vehicles, and equipment

[2] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

[3] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

required to support growth. The following table compares the City's current impact fee to the full cost calculated through this analysis, the difference, and the current level of cost recovery.

Table 5: Current vs. Full Cost – Police Impact Fee

Category	Current Fee	Full Cost	Difference	Current Cost Recovery %
Residential: Per Sq. Ft.[4]				
Single Family	$0.63	$0.90	($0.27)	70%
Multi-Family	$0.98	$1.57	($0.59)	63%
Non-Residential: Per Sq. Ft.				
Commercial	$0.35	$0.48	($0.13)	72%
Office	$0.46	$0.63	($0.17)	73%
Industrial	$0.17	$0.23	($0.06)	72%

All police impact fees show an under-recovery, ranging from a low of $0.06 per square foot for industrial projects to a high of $0.59 per square foot for multi-family residential development. As with other impact fees, the full cost fee calculated through this study represents the maximum justifiable fee that the City can charge and is inclusive of the administrative fee allowable under the Mitigation Fee Act.

TRAFFIC IMPACT FEE

The City of Banning administers a Traffic impact fee to ensure that new development contributes its proportional share of costs to offset the restoration and expansion of the City's transportation infrastructure required to support growth. The city's prior traffic impact fee analysis had a separate impact fee for each potential land use in the City. For streamlining and consistency with the other impact fees, the categories were condensed. As such, the impact fees cannot be compared, and the following table only shows the full cost of the traffic impact fee.

Table 6: Current vs. Full Cost – Traffic Impact Fee

Category	Full Cost
Residential: Per Sq. Ft.	
Single Family	$1.19
Multi-Family	$1.00
Non-Residential: Per Sq. Ft.	
Commercial	$10.06
Office	$3.29
Industrial	$1.60

[4] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

In an effort to streamline the administration of the City's traffic-specific impact fees, it was proposed to reclassify the land-use categories. The full cost includes administrative costs and represents the maximum amount the City can charge to recover for transportation-related impacts.

WASTEWATER IMPACT FEE

The City of Banning administers a Wastewater impact fee to ensure that new development contributes its proportional share of costs to offset the restoration and expansion of the City's wastewater infrastructure (including gravity mains, force mains, lift stations, wastewater treatment plant, etc.) required to support growth. The following table compares the City's current impact fee to the full cost calculated through this analysis, the difference, and the current level of cost recovery.

Table 7: Current vs. Full Cost – Wastewater Impact Fee

Category	Current Fee	Full Cost	Difference	Current Cost Recovery %
Residential: Per Sq. Ft.[5]				
Single Family	$2.66	$3.25	($0.59)	82%
Multi-Family	$5.06	$2.20	$2.86	230%
Non-Residential: Per Sq. Ft.				
Commercial	Varies	$4.49	N/A	N/A
Office	Varies	$1.57	N/A	N/A
Industrial	Varies	$1.71	N/A	N/A

The single-family wastewater impact fee under-recovers, while the multi-family rate over-recovers. This rightsizing is primarily due to converting the fee from per-dwelling-unit to per-square-foot, in alignment with recent legislation. Currently, the City charges its non-residential rates based on the various development types. Going forward, it was proposed to reclassify non-residential fees into three categories to provide consistent land-use-based rates. The full cost fee calculated in this study represents the maximum fee the City can charge and includes the administrative fee allowable under the Mitigation Fee Act.

WATER IMPACT FEE

The City of Banning administers a Water impact fee to ensure that new development contributes its proportional share of costs to offset the restoration and expansion of the City's water infrastructure (including pipelines, wells, valves, pump stations, etc.) required to support growth. The following table compares the City's current impact fee to the full cost calculated through this analysis, the difference, and the current level of cost recovery.

[5] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

Table 8: Current vs. Full Cost – Water Impact Fee

Meter Size	Current Fee	Full Cost	Difference	Current Cost Recovery %
3/4"	$5,847	$6,094	($247)	96%
1"	$9,744	$10,156	($412)	96%
1-1/2"	$19,488	$20,312	($824)	96%
2"	$31,181	$32,500	($1,319)	96%
3"	$58,464	$60,937	($2,473)	96%
4"	$97,441	$101,562	($4,121)	96%
6"	N/A	$203,123	N/A	N/A
8"	N/A	$568,745	N/A	N/A

The City under-recovers for water impact fees. The full cost fee calculated in this study represents the maximum fee the City can charge and includes the administrative fee allowable under the Mitigation Fee Act.

SUMMARY

Through this analysis, all of the City's impact fees have been reviewed and, in general, show under-recoveries. The only fees that the City will need to reduce are related to General Public Facilities non-residential properties, and Wastewater multi-family development. Overall, this report details the calculations for each impact fee and validates the nexus between the full cost identified and the proportionate impact of new development.

The updated and proposed impact fees calculated through this study represent the maximum justifiable costs associated with the proportionate share and impact of new development within Banning. It is up to City staff, management, and Council to use the information in this report to determine whether new development should bear the full cost or whether the City should subsidize it.

The City does not currently increase its impact fees annually. Due to changes in construction/infrastructure costs, it is best practice to increase these fees annually. The most appropriate factor for annual increases is the Construction Cost Index (CCI). This is considered a best practice and ensures that increases in construction costs are included in the impact fees, and a proportionate share is passed onto new development.

The annual increase is not meant to be an infinite increase in fees. Per the Mitigation Fee Act and Assembly Bill 602 the nexus for the impact fees should be reevaluated every eight years to ensure that there is still an appropriate correlation between the current fee being charged and proposed development within the City.

LEGAL FRAMEWORK

Impact Fees are a mechanism for new development to pay for their proportionate share of impact upon City owned facilities and infrastructure. The following subsections discuss the State's requirements for impact fees and the City's legal authority for assessing these fees.

STATE LEGAL AUTHORITY – AB1600

Development Impact Fees in California are governed by the Mitigation Fee Act[6], which includes AB1600 and AB602. At a high level, AB1600 specifies that there needs to be a reasonable relationship, or "nexus," between the collection of fees and the new residential and non-residential development within a City's service area. It states that revenue can only be used to expand current facilities or purchase new facilities, infrastructure, and equipment. It also states that the revenue generated cannot be used to fund staffing, maintenance, or other operational costs.

To establish a nexus between new development and the need for new facilities or infrastructure, the legislation requires that certain criteria be met. The following points highlight each of the required criteria:

- **Purpose of Fee:** Outline specific types of facilities, infrastructure, equipment, and projects for which the impact fee will be utilized.
- **Impact Relationship:** In order to establish an impact relationship there needs to be a clear and reasonable relationship between the need for the public facility or infrastructure and the type of development project upon which the fee is imposed.
- **Proportionality:** The proportionality requirement states that the impact fee established must be directly related to the proportionate impact of the type of development project.
- **Benefit Relationship:** The benefit relationship requires that the use of the impact fee revenue and the type of development project upon which it is imposed is reasonable.
- **Use of Fee Revenue:** The revenue collected from the impact fees can only be used to fund the identified facility expansions, infrastructure improvements, or to purchase new equipment.

For each of the impact fees evaluated through this study, the individual chapter will discuss how the fee is able to meet the nexus criteria identified, as well as its compliance with the "Sheets v. El Dorado County" findings of "roughly proportionate" to the impacts of the project.

[6] CA Govt Code § 66001

STATE LEGAL AUTHORITY – AB602

In January of 2022, Assembly Bill 602 (AB602) went into effect. This Bill is applicable to all impact fees adopted / implemented January 1, 2022, or later. The bill has three main criteria:

- Prior to the adoption of new impact fees, a nexus study needs be adopted.
- The nexus study needs to identify existing service levels, the new service level, and an explanation of why the new service level is appropriate.
- A fee levied on housing development must be proportionate to the square footage of proposed units unless findings are established on why square footage is not the appropriate metric. This ensures larger residential projects pay a higher portion of fees than smaller residential (i.e. ADU) projects.
- If the nexus study supports the increase of existing fees, the assumptions of the nexus study supporting the original fee must be reviewed and the amount of fees collected under the original fee.
- Large jurisdictions must adopt a capital improvement plan with the nexus study.

Along with these criteria, some other key provisions of the bill include:

- Impact fees must be posted online – along with the nexus analysis.
- All impact fees must be collected by the time of final inspection or certificate of occupancy issuance, whichever occurs later[7].
- Impact fees nexus studies must be updated every eight years.

Under directive from AB602, the State's Department of Housing and Community Development created templates for a nexus study and residential feasibility analysis. These resources establish a litmus test for cities to gauge their compliance.

This report will serve as the City's nexus analysis for its existing impact fees and will ensure that all criteria per AB602 are met and clearly outlined.

CITY LEGAL AUTHORITY FOR IMPACT FEES

The City of Banning has the legal authority to impose impact fees as outlined in the municipal code (Chapter 15.68). The municipal code outlines the components that make up each impact fee, the types of projects exempt from paying the fee, how and when the fee is collected, and how impact fee funds are to be used. The City's most recent impact fee resolutions were adopted in 2019 (Ord. No. 1551, § 8, 9-24-19). This resolution provided a list of all current impact fees based upon a prior 2019 Nexus Analysis study, with updated fee amounts. To implement the Electric Impact Fee, the City would require an update to its ordinance and resolution.

[7] Section 65940.1.(3)

PROJECTED GROWTH AND DEVELOPMENT

The projected increase in the jurisdiction's population (both residential and non-residential) is the primary criterion for determining the projected impact of new development on a jurisdiction. These population projections serve as the basis for impact fee calculations. To calculate the projected growth and development, as well as density requirements, the project team reviewed the following sources of data:

- **State of California Department of Finance:** Data from the Department of Finance were used for 2025 estimates of the total residential population within the City.
- **Southern California Association of Governments (SCAG):** This data was utilized to inform growth projections for 2040.
- **Employment Development Department Report:** The most recent report information was utilized to inform employment projections.
- **General Plan, Facilities Plans, Regional Plans, and City Projections:** General Plan and facilities master plan information was used to estimate future dwelling units, square-footage growth, employment, and facility needs.
- **US Census Bureau:** The Census Bureau's American Community Survey (ACS) information was used to calculate residential densities.

Information from these sources was used to calculate the projected population increase and the resulting population densities. The following subsections discuss the population projections calculated and the population densities used to calculate the impact fees.

POPULATION PROJECTIONS

The basis for impact fees is predicated on sufficient population growth that results in a meaningful impact on City Infrastructure. The following table shows by category, the 2025 estimates, the 2040 estimates, and the overall projected increase:

Table 9: Population Projections

Category	2025 Estimates	2040 Estimates[8]	Total Projected Increase
Residential	31,949[9]	37,600	5,651
Non-Residential	11,400[10]	14,200	2,800

Overall, the residential population is projected to grow by roughly 5,700 residents over the next 15 years, while the non-residential population is expected to grow by 2,800 employees.

[8] The 2040 estimates come SCAG Jurisdictional Forecast.
[9] The residential estimate comes from the California Department of Finance Table E-5 2025
[10] The non-residential estimate comes from 2023 Average Annual EDD Labor Report

The numbers noted in the table served as the basis for all proportionate impact calculations throughout this study, with non-residential information used for calculations associated with non-residential projected growth.

POPULATION DENSITIES

In addition to the population projection information, the other data set consistently used in the calculations is the density for residential and non-residential categories. The following subsections discuss the population density assumptions used to calculate all impact fees in this report.

RESIDENTIAL POPULATION DENSITY

Currently, Banning categorizes residential population into two categories: single-family and multi-family, both of which are administered based on the number of dwelling units. Due to changes in the regulations, residential density per unit cannot be used as the basis for impact fee calculation.

Therefore, the project team used existing information to generate density based on square footage per resident (similar to non-residential densities).

The project team used US Census data to calculate the residential density factors. The total number of people in per unit type (single-family or multi-family) was divided by the total number of units, resulting in an average persons per unit. The following graphic shows the calculation for single-family[11] and multi-family[12]:

Table 10: Single Family Per Unit Calculation

$$\frac{\text{25,563 \# of ppl in units}}{\text{9,155 \# of units}} = \textbf{2.79 people per unit}$$

Table 11: Multi-Family Per Unit Calculation

$$\frac{\text{2,375 \# of ppl in units}}{\text{931 \# of units}} = \textbf{2.55 people per unit}$$

To convert people per unit to a square footage per resident calculation, the calculated value was divided by the average square footage of a residential unit, resulting in an average square footage per person. The calculated value was then multiplied by 1,000, providing the average number of people per 1,000 square feet. The following graphic shows this calculation for single-family and multi-family:

Table 12: Single Family Avg. Sq. Ft. Per Person Calculation

$$\frac{\text{2.79 people per unit}}{\text{1,900}^{13}\text{ average sq. ft. per unit}} \text{ X 1,000 sq. ft. } = \textbf{1.47 ppl per 1,000 sq. ft.}$$

[11] The single-family data comes from the US Census data table B25033.
[12] The multi-family data comes from the US Census data table B25032.
[13] Based on discussions with City staff it was determined that 1,900 sq. ft. is fairly representative of the size of the typical single-family dwelling in Banning.

Table 13: Multi-Family Avg. Sq. Ft. Per Person Calculation

$$\frac{2.55 \text{ people per unit}}{1{,}000^{14} \text{ avg. sq. ft. per unit}} \text{ X } 1{,}000 \text{ sq. ft.} = \mathbf{2.55 \text{ ppl per } 1{,}000 \text{ sq. ft.}}$$

The people per 1,000 square feet, or household density factor for single-family, is 1.47, and for multi-family, it is 2.55. The density factor is then divided by the cost-per-capita calculation to derive the base impact fee.

NON-RESIDENTIAL POPULATION DENSITY

Similar to the residential density calculation, a non-residential development calculation was performed for the City. The City uses three main non-residential categories: Commercial, Office, and Industrial. The project team used City staff values for the non-residential density. The City utilized the same density factors as utilized in the 2019 nexus analysis. The following table shows the density associated with each non-residential category type:

Table 14: Non-Residential Population Densities

Category	Density (employees per 1,000 sq. ft.)
Commercial	2.39
Office	3.12
Industrial	1.16

The density (square footage per employee) is multiplied by the cost per capita calculation to derive the base impact fee.

The following chapters use the assumptions in this section to estimate the proportional impact of new development on the City's existing and proposed infrastructure.

[14] Based on discussions with City staff it was determined that 1,000 sq. ft. is fairly representative of the size of the typical multi-family dwelling in Banning.

ADMINISTRATIVE FEE

In accordance with regulations outlined in the Mitigation Fee Act, a citywide administrative fee was calculated for use in this analysis.

The project team took the four-year average[15] of actual revenue for each impact fee fund and divided the revenue by the citywide overhead cost calculated in the City's most recent cost allocation plan[16]. The results were then averaged to produce a city-specific administrative fee. The following table shows the calculation:

Table 15: Administrative Fee Calculation

Funds	4 Yr. Avg. of Actual Revenue	CAP OH	Administrative %[17]
410 Fire	$1,169,479	$186	0.00%
430 General Facilities	$454,039	$25,065	5.00%
451 Parks	$165,285	$14,044	8.00%
400 Police	$331,553	$185	0.00%
420 Traffic	$2,201,371	$699	0.00%
681 Wastewater	$8,578,218	$3,256	0.00%
661 Water	$3,197,641	$131,436	4.00%
		Average Administrative %	2.00%

Based on the average administrative expenses incurred across the funds, the calculated citywide administrative fee is 2%. This accounts for the support provided by City staff in the monitoring and reporting of impact fee funds and is added to the individual calculated impact fees, resulting in a maximum justifiable impact fee.

[15] The following fiscal years were averaged: FY21-22, FY22-23, FY23-24, and FY24-25.
[16] Based on FY24 information.
[17] The administrative percentage shows rounded values, which is why it shows 0.00% for certain funds.

ELECTRIC IMPACT FEE

The City recently completed a cost-of-service and rate study for its electric operations (September 2025, NewGen Strategies and Solutions, LLC). One method to support the service standards outlined in the NewGen study is to evaluate the feasibility of establishing an impact fee for electrical utility infrastructure. The following subsections discuss the growth assumptions and standards utilized, cost assumptions and components, impact fee calculation, ability to meet the nexus criteria, and a comparative survey of fire impact fees.

GROWTH ASSUMPTIONS

The purpose of an electric impact fee is to recover the proportionate costs associated with the increased demand placed on the electrical infrastructure by new development, which in turn necessitates the enhancement, expansion, or replacement of existing infrastructure. Electric impacts are measured in average annual kilowatt-hours per square foot (kWh/sq. ft.). For purposes of this analysis, the project team used the California Energy Commission findings for residential[18] and non-residential[19] land use types.

Once the average annual kilowatt-hours per square foot for each land use category are established, the single-family rate of 4.00 kWh/sq. ft. is used as the baseline equivalent dwelling unit (EDU), assigned a value of 1.00[20]. All other land use types are then expressed as a proportion of this baseline by dividing their respective rates by the single-family residential benchmark. This proportional conversion ensures that each land use type contributes its fair share of capital costs based on relative electrical demand. The following table shows these conversions.

Table 16: EDU Factor Calculation

Category	Avg. Annual kWh / 1,000 Sq. Ft.	SFR - Baseline	EDU Factor
Residential			
Single Family	4,000	4,000	1.00
Multi-Family	3,745	4,000	0.94
Non-Residential			
Commercial	9,500	4,000	2.38
Office	8,900	4,000	2.23
Industrial	5,100	4,000	1.28

[18] 2019 California Residential Appliance Saturation Study (RASS)
[19] 2022 California Commercial End-Use Survey (CEUS): Final Report
[20] SFR is used as the EDU baseline strictly for normalization purposes; it does not imply a greater impact, only a consistent reference unit for flow comparison.

The above EDU factors are then multiplied by the difference in dwelling units per land use type from 2025 to 2040. These calculations are shown in the table below:

Table 17: Projected Total Number of EDUs Calculation

Category	2025 KSF [21]	2040 KSF [22]	Difference	EDU Factor	Weighted 2025 DU / KSF	Weighted 2040 DU / KSF	Weighted Difference
Residential							
Single Family	19,426	28,073	8,647	1.00	19,426	28,073	8,647
Multi-Family	2,381	16,728	14,347	0.94	2,229	15,661	13,432
Total	**21,807**	**44,801**	**22,994**		**21,655**	**43,734**	**22,079**
Non-Residential							
Commercial	1,204	2,993	1,789	2.38	2,859	7,108	4,249
Office	2,234	1,895	(339)	2.23	4,970	4,216	(753)
Industrial	1,340	977	(363)	1.28	1,708	1,246	(462)
Total	**4,777**	**5,865**	**1,088**		**9,537**	**12,570**	**3,033**
			Total Number of KSF		**31,192**	**56,304**	**25,112**

The total projected growth of thousand square feet from 2025 to 2040 is roughly 25,122. This value is divided by the total cost to be apportioned (as outlined in the following section), resulting in the cost per EDU, which serves as the basis for calculating the electric impact fee.

COST COMPONENTS AND ASSUMPTIONS

Based on the projected increase in EDUs, an impact nexus exists for the department's infrastructure needs. The planning horizon for the Electric impact fee is 15 years (2025 to 2040). Over this period, the department will need to replace and upgrade infrastructure to maintain its existing level of service. The impact fee calculation applies the system plan method to determine the proportional share attributable to new development. Since future development will benefit from these facilities and equipment, an appropriate portion of the upgrade cost should be allocated to new growth. The following table presents the total projected infrastructure costs, net of existing fund balances, by cost category.

Table 18: Total Projected Infrastructure Cost – Electric

Total Electric CIP Cost[23]	$24,475,000
Total Projected Net Infrastructure Cost	**$24,475,000**

No fund balance is removed as this is a new fee. Over the next 15 years, the City will require approximately $24.5 million to meet the needs of the City's existing and future population. The total projected net infrastructure cost is then divided by the weighted growth in EDU, resulting in a cost per EDU. The calculation is shown below:

[21] Based on Department of Finance and EDD Current projections.
[22] Based on Banning's General Plan.
[23] A detailed accounting of the CIP costs is included in Appendix A of this report.

Table 19: Electric Cost Per EDU Calculation

$$\frac{\$24,475,000 \text{ Total Projected Net Infrastructure Cost}}{25,112 \text{ Weighted Growth in EDU}} = \$975 \text{ Cost / EDU}$$

The $975 per EDU cost illustrates the amount the City should invest in electrical infrastructure per dwelling unit.

IMPACT FEE CALCULATIONS

As the previous section calculated, the total cost per EDU is $1,219. This is the cost regardless of residential or non-residential development. This value is then multiplied by the EDU factor, resulting in the Electric impact fee. The following table shows this calculation:

Table 20: Electric Impact Fee Calculation

Category	Cost Per EDU	EDU Factor	Impact Fee
Residential: Per KSF			
Single Family	$975	1.00	$975
Multi-Family	$975	0.94	$912
Non-Residential: Per KSF			
Commercial	$975	2.38	$2,315
Office	$975	2.23	$2,169
Industrial	$975	1.28	$1,243

The cost per unit for residential single-family development is $975, multi-family is $912, and non-residential development varies from a low of $1,243 per 1,000 square feet for industrial properties to a high of $2,315 per 1,000 square feet for commercial development. The 2% administrative fee is applied to the impact fee. The following table shows this calculation.

Table 21: Electric Impact Fee Calculation – Including Administrative Fee

Category	Impact Fee	Admin %	Impact Fee + Admin Fee Per KSF	Impact Fee + Admin Fee per Sq. Ft.
Residential				
Single Family	$975	2%	$994	**$0.99**
Multi-Family	$912	2%	$931	**$0.93**
Non-Residential				
Commercial	$2,315	2%	$2,361	**$2.36**
Office	$2,169	2%	$2,212	**$2.21**
Industrial	$1,243	2%	$1,267	**$1.27**

The addition of the administrative fee captures the full cost associated with the proportionate impact of future development.

NEXUS CRITERIA

As discussed in the legal framework section, for an impact fee to be implemented, it must meet all five nexus criteria established by the Mitigation Fee Act. The following table outlines each criterion point and how the proposed Electric Impact fee meets the criteria.

Table 22: Impact Fee Nexus Criteria – Electric

Criteria	Meet
Purpose Of Fee	The purpose of this fee would be to upgrade existing electric infrastructure necessary to maintain services levels and enhance or replace electric-specific equipment.
Use of Fee Revenue	Revenue associated with this impact fee would be housed in a specific electric impact fee fund to help ensure that funds are appropriately accounted for and used to meet the electric infrastructure needs of the City's growth.
Benefit Relationship	The use of the impact fee revenue would be to expand, upgrade, or replace existing electric infrastructure and equipment to accommodate increased usage proportional to grow. New residents and employees receive benefits associated with a reliable electrical system.
Impact Relationship	New development contributes additional pull on the electrical grid. Therefore, the cost associated with adding additional equipment or expanding facilities to accommodate additional wear would be borne by new residents or employees.
Proportionality	The proposed impact fee is calculated based upon proportionality of projected growth with the greatest impact by residential areas, followed by commercial areas. The fees are calculated on a per square foot basis for both residential and commercial properties as the concept is that the larger the space, the greater the population that occupies that space and therefore the greater the impact on the City's infrastructure.
Capital Improvement Plan	A capital improvement plan has been adopted to update the City's electric infrastructure and is presented as an appendix.
Level of Service	The proposed impact fees are based on the existing level of service as they are based on the current standard of the electric infrastructure servicing both existing and future population. Future population / growth is calculated based on their proportional need for the facilities, vehicles and equipment.
Original Nexus Analysis	There was no prior nexus analysis so this would serve as the basis of the nexus analysis.

As the table demonstrates, the City meets all five criteria necessary to charge an electric development impact fee, as well as the three additional criteria associated with AB602. Additionally, the electric impact fee has an essential nexus to the City's land use interest of ensuring that there is adequate electric infrastructure to serve the new development, and the fee has been calculated to be roughly proportionate to the development's impact on the City's electric infrastructure.

COMPARATIVE SURVEY

As part of this impact fee analysis, the project team conducted a comparative survey of surrounding jurisdictions. Of the surveyed jurisdictions, none assess an electric-specific impact fee.

FIRE IMPACT FEE

The City currently administers a fire impact fee to recover the proportionate costs of fire infrastructure required to serve new development. The Fire Department provides services to both residential and non-residential populations, and future growth will increase demand for fire-specific infrastructure. To ensure service levels are maintained as the City continues to grow, the current fire impact fee cost components and assumptions were updated through this analysis. The following subsections discuss the growth assumptions and standards utilized, cost assumptions and components, impact fee calculation, ability to meet the nexus criteria, and a comparative survey of fire impact fees.

GROWTH ASSUMPTIONS

The Fire Department serves both residential and non-residential populations (employees). Future development would require expanded Fire stations and purchasing additional vehicles and equipment. Since the Fire Department's primary goal is to provide fire prevention and suppression services within the City, its services benefit both existing and future development. To determine the proportional share of existing and future development, the project team calculated the City's future service population. In addition, since an employee working within the city does not have the same tendency to use fire services as a resident, their impact was weighted less. The weighting for employees was based on the acreage within the City zoned for non-residential use. Based on zoning, non-residential acreage accounts for 33% of the City of Banning; therefore, the non-residential population was weighted at 33%. The following table shows the current population for each category, the proportionate weight factor, and the weighted population:

Table 23: Weighted Population Calculation

Category	2025 Population	Weight Factor	Weighted 2025 Population
Residential	31,949	100%	31,949
Non-Residential	11,400	33%	3,754
Total	**43,349**		**35,703**

The total weighted 2025 population is roughly 36,000. This value is then divided by the total cost to be apportioned, as outlined in the following section, resulting in a weighted cost per capita.

COST COMPONENTS AND ASSUMPTIONS

Based on projected increases in residential and non-residential populations, an impact nexus exists for the department's infrastructure needs. The planning horizon for the Fire impact fee is 15 years (2025 to 2040). Over this period, the department will need to replace and upgrade infrastructure to maintain its existing level of service. The impact fee calculation applies the system plan method to determine the proportional share attributable to new development. Since future development will benefit from these

facilities and equipment, an appropriate portion of the upgrade cost should be allocated to new growth. The following table presents the total projected infrastructure costs, net of existing fund balances, by cost category.

Table 24: Total Projected Infrastructure Cost - Fire

Total Fire Facility Cost[24]	$27,244,568
Total Fire Equipment & Vehicle Cost[25]	$3,448,421
Total Projected Infrastructure Cost	**$30,692,989**
Current Fund Balance[26]	($1,789,387)
Total Projected Net Infrastructure Cost	**$28,903,602**

Over the next 15 years, the Fire Department will require approximately $29 million to meet the needs of the City's existing and future population.

IMPACT FEE CALCULATIONS

As the previous section calculated, the total infrastructure needs for the Fire Department are approximately $30 million. This cost is then divided by the total weighted service population as shown in Table 23, resulting in the cost per capita. The figure below shows this calculation.

Table 25: Cost Per Capita Calculation

$$\frac{\$28,903,602 \text{ Total Projected Net Infrastructure Cost}}{35,703 \text{ Weighted 2025 Population}} = \$810 \text{ Cost per Capita}$$

The $810 per capita cost illustrates the amount the City should invest in fire infrastructure per person. Again, since the non-residential population does not have the same need for fire services, the 33% weighting (based on City zoning) is applied to cost per capita for residents versus non-residential users.

Table 26: Weighted Cost Per Capita

Category	Cost / Capita	Weight Factor	Weighted Cost Per Capita
Residential	$810	100%	**$810**
Non-Residential	$810	33%	**$267**

While the residential cost per capita remains at $810, the non-residential cost per capita reduces to $267.

The weighted cost per capita is then multiplied by the density factors, which have been calculated per 1,000 sq. ft. for all categories and outlined in the Projected Growth and Development chapter, resulting in the Fire impact fee by category. The following table shows this calculation.

[24] A detailed accounting of the facility costs is included in Appendix B of this report.
[25] A detailed accounting of the equipment costs is included in Appendix B of this report.
[26] Represents the fund balance at the end of FY24-25.

Table 27: Fire Impact Fee Calculation

Category	Cost Per Capita	Density	Impact Fee
Residential: Per 1,000 Sq. Ft.			
Single Family	$810	1.47	$1,190
Multi-Family	$810	2.55	$2,065
Non-Residential: Per 1,000 Sq. Ft.			
Commercial	$267	2.39	$637
Office	$267	3.12	$832
Industrial	$267	1.16	$309

The cost per 1,000 square feet for residential single-family development is $1,190, multi-family is $2,065, and non-residential development varies from a low of $309 per 1,000 square feet for industrial properties to a high of $637 per 1,000 square feet for offices. The 2% administrative fee is applied to the impact fee. The following table shows this calculation.

Table 28: Fire Impact Fee Calculation – Including Administrative Fee

Category	Impact Fee	Admin %	Impact Fee + Admin Fee Per 1,000 Sq. Ft.	Impact Fee + Admin Fee per Sq. Ft.
Residential				
Single Family	$1,190	2%	$1,214	$1.21
Multi-Family	$2,065	2%	$2,106	$2.11
Non-Residential				
Commercial	$637	2%	$650	$0.65
Office	$832	2%	$848	$0.85
Industrial	$309	2%	$315	$0.32

The addition of the administrative fee captures the full cost associated with the proportionate impact of future development. The following table compares the City's current Fire impact fee to the full cost impact fees, and the associated per unit difference:

Table 29: Current vs. Full Cost – Fire Impact Fee

Category	Current Impact Fee[27]	Full Cost Impact Fee	Difference
Residential: Per Sq. Ft.			
Single Family	$0.39	$1.21	($0.82)
Multi-Family	$0.61	$2.11	($1.50)

[27] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

Category	Current Impact Fee[27]	Full Cost Impact Fee	Difference
Non-Residential: Per Sq. Ft.			
Commercial	$0.49	$0.65	($0.16)
Office	$0.63	$0.85	($0.22)
Industrial	$0.24	$0.32	($0.08)

All impact fees show an under-recovery, ranging from a low of $0.08 per square foot for industrial to a high of $1.50 per square foot for multi-family developments.

NEXUS CRITERIA

As discussed in the legal framework section, for an impact fee to be implemented, it must meet all five nexus criteria established by the Mitigation Fee Act. The following table outlines each criterion point and how the proposed Fire Impact fee meets the criteria.

Table 30: Impact Fee Nexus Criteria – Fire

Criteria	Meet
Purpose Of Fee	The purpose of this fee is to upgrade existing Fire stations, cover costs of new stations necessary to maintain services levels, and enhance or replace fire-specific vehicles and equipment.
Use of Fee Revenue	Revenue associated with this impact fee is housed in a specific fire impact fee fund to help ensure that funds are appropriately accounted for and used to meet the fire infrastructure needs of the City's growth.
Benefit Relationship	The use of the impact fee revenue would be to rehabilitate existing fire stations and equipment to accommodate to allow for the most efficient response for service. New residents and employees receive benefits associated with more efficient response times and enhanced equipment.
Impact Relationship	The addition of new residents and employees would have an impact on the ability of the fire services to respond adequately and in an efficient manner. Therefore, the cost associated with adding additional equipment or expanding facilities to accommodate additional staff to allow for responses would be borne by new residents or employees.
Proportionality	The proposed impact fee is calculated based upon proportionality of projected growth with the greatest impact by residential areas, followed by commercial areas. The fees are calculated on a per square foot basis for both residential and commercial properties as the concept is that the larger the space, the greater the population that occupies that space and therefore the greater the impact on the City's infrastructure.
Capital Improvement Plan	A capital improvement plan has been adopted to update the City's fire facilities and is presented as an appendix.
Level of Service	The proposed impact fees are based on the existing level of service as they are based on the current standard of the fire infrastructure servicing both existing and future population. Future population / growth is calculated based on their proportional need for the facilities, vehicles and equipment.

Criteria	Meet
Original Nexus Analysis	The original nexus analysis developed by the City was based on information from 2019, and the City has not increased fees since then. Since the original analysis, costs have significantly increased, and as the fund balance reflects, the City has insufficient funding to meet the needs for future development.

As the table demonstrates, the City meets all five criteria necessary to continue charging the fire development impact fee, as well as the three additional criteria associated with AB602. Additionally, the fire impact fee has an essential nexus to the City's land use interest of ensuring that there is adequate fire infrastructure to serve the new development, and the fee has been calculated to be roughly proportionate to the development's impact on the City's fire facilities, as it does not exceed the City's cost of providing fire services to new development.

COMPARATIVE SURVEY

As part of this impact fee analysis, the project team conducted a comparative survey of surrounding jurisdictions that charge a Fire Impact Fee. The following table compares the City's current fee and full cost to other jurisdictions in the region:

Table 31: Comparative Survey – Fire Impact Fee

	Residential		Non-Residential (Per Sq. Ft.)		
Jurisdiction	**Single Family**	**Multi-Family**	**Commercial**	**Office**	**Industrial**
Banning - Current	**$0.39 per sq. ft**	**$0.61 per sq. ft**	**$0.49**	**$0.63**	**$0.24**
Banning - Full Cost	**$1.21 per sq. ft.**	**$2.11 per sq. ft.**	**$0.65**	**$0.85**	**$0.32**
Beaumont	$0.35 per sq. ft.	$0.35 per sq. ft.	$0.36	$0.48	$0.17
Colton	$870 per unit	$662 per unit	$0.21	$0.36	$0.08
Desert Springs	$441 Detached Dwelling $453 Attached Dwelling	$441 Detached Dwelling $453 Attached Dwelling	$0.12	$0.12	$0.09
Palm Desert	$709 Low Density	$306 Medium Density $182 High Density	$0.22	$0.21	$0.21
Redlands	$0.45 per sq. ft.	$0.45 per sq. ft.	$0.17	$2.08	$2.46
Yucaipa	$0.63 per sq. ft.	$0.63 per sq. ft.	$0.52	$0.52	$0.39

Of the surveyed jurisdictions, Palm Springs and Riverside do not assess a Fire-specific impact fee. Palm Springs does have a Canyon area-specific fire protection impact fee, assessed at $460 per acre for

single-family residential development and $1,875 per acre for commercial or multi-family development. However, since it is not a city-wide impact fee, it was not included in the comparison.

The City's current residential Fire impact fees are on the lower end when compared to surrounding jurisdictions that also charge per square foot; only Beaumont is lower. Both the single-family and multi-family residential calculated full costs are higher than all other jurisdictions.

With the exception of Redlands' office and industrial fees and Yucaipa's commercial and industrial fees, Banning's current and calculated full cost non-residential fees are higher than those of the surveyed jurisdictions.

GENERAL FACILITIES IMPACT FEE

The City currently administers a general facilities impact fee to recover the proportionate costs City Hall and other governmental infrastructure that is not covered through other impact fees (i.e. Police, Fire, Parks, Traffic, etc.). To ensure service levels are maintained as the City continues to grow, the current general facilities impact fee cost components and assumptions were updated through this analysis. The following subsections discuss the growth assumptions and standards utilized, cost assumptions and components, impact fee calculation, ability to meet the nexus criteria, and a comparative survey of general facilities impact fees.

GROWTH ASSUMPTIONS

City facilities are accessed by both residential and non-residential populations (employees). Future development would require expanded public facilities and the purchase of additional vehicles and equipment. Since these facilities house City staff who provide public services, they benefit both existing and future development. To determine the proportional share of existing and future development, the project team calculated the City's future service population. In addition, since an employee working within the city does not have the same tendency to use general facilities as a resident, their impact was weighted less. Non-residential access was based on a standard 40-hour work week, reflecting the typical period during which non-residents are present in the City. Based on hours per week, the non-residential population was weighted at 24%. The following table shows the current population for each category, the proportionate weight factor, and the weighted population:

Table 32: Weighted Population Calculation

Category	2025 Population	Weight Factor	Weighted 2025 Population
Residential	31,949	100%	31,949
Non-Residential	11,400	24%	2,714
Total	**43,349**		**34,663**

The total weighted 2025 population is roughly 35,000. This value is then divided by the total cost to be apportioned, as outlined in the following section, resulting in a weighted cost per capita.

COST COMPONENTS AND ASSUMPTIONS

Based on projected increases in residential and non-residential populations, an impact nexus exists for the department's infrastructure needs. The planning horizon for the General Facilities impact fee is 15 years (2025 to 2040). Over this period, the department will need to replace and upgrade infrastructure to maintain its existing level of service. The impact fee calculation applies the system plan method to determine the proportional share attributable to new development. Since future development will benefit from these facilities and equipment, an appropriate portion of the upgrade cost should be allocated to

new growth. The following table presents the total projected infrastructure costs, net of existing fund balances, by cost category.

Table 33: Total Projected Infrastructure Cost - General Facilities

Total General Facilities Cost[28]	$28,727,200
Total General Facilities Equipment & Vehicle Cost[29]	$320,900
Total Projected Infrastructure Cost	**$29,048,100**
Current Fund Balance[30]	($706546)
Total Projected Net Infrastructure Cost	**$28,341,551**

Over the next 15 years, the General Facilities will require approximately $28 million to meet the needs of the City's existing and future population.

IMPACT FEE CALCULATIONS

As calculated in the previous section, the total infrastructure needs for General Facilities are approximately $28 million. This cost is then divided by the total weighted service population as shown in Table 32, resulting in the cost per capita. The figure below shows this calculation.

Table 34: Cost Per Capita Calculation

$$\frac{\$28{,}341{,}551 \text{ Total Projected Net Infrastructure Cost}}{34{,}663 \text{ Weighted 2025 Population}} = \textbf{\$818 Cost per Capita}$$

The $818 per capita cost illustrates the amount the City should invest in infrastructure per person. Again, since the non-residential population does not require the same access, the 24% weighting (based on a 40-hour work week) is applied to the cost per capita for residents versus non-residential users.

Table 35: Weighted Cost Per Capita

Category	Cost / Capita	Weight Factor	Weighted Cost Per Capita
Residential	$818	100%	**$818**
Non-Residential	$818	24%	**$195**

While the residential cost per capita remains at $818, the non-residential cost per capita reduces to $195.

The weighted cost per capita is then multiplied by the density factors outlined in the Projected Growth and Development chapter, resulting in the General Facilities impact fee by category. The following table shows this calculation.

[28] A detailed accounting of the facility costs is included in Appendix C of this report.
[29] A detailed accounting of the equipment costs is included in Appendix C of this report.
[30] Represents the fund balance at the end of FY24-25.

Table 36: General Facilities Impact Fee Calculation

Category	Cost Per Capita	Density	Impact Fee
Residential: Per 1,000 Sq. Ft.			
Single Family	$818	1.47	$1,202
Multi-Family	$818	2.55	$2,086
Non-Residential: Per 1,000 Sq. Ft.			
Commercial	$195	2.39	$465
Office	$195	3.12	$607
Industrial	$195	1.16	$226

The cost per 1,000 square feet for residential single-family development is $1,202, multi-family is $2,086, and non-residential development varies from a low of $226 per 1,000 square feet for industrial properties to a high of $607 per 1,000 square feet for offices. The 2% administrative fee is applied to the impact fee. The following table shows this calculation.

Table 37: General Facilities Impact Fee Calculation – Including Administrative Fee

Category	Impact Fee	Admin %	Impact Fee + Admin Fee Per 1,000 Sq. Ft.	Impact Fee + Admin Fee per Sq. Ft.
Residential				
Single Family	$1,202	2%	$1,226	$1.23
Multi-Family	$2,086	2%	$2,127	$2.13
Non-Residential				
Commercial	$465	2%	$475	$0.47
Office	$607	2%	$620	$0.62
Industrial	$226	2%	$230	$0.23

The addition of the administrative fee captures the full cost associated with the proportionate impact of future development. The following table compares the City's current General Facilities impact fee to the full cost impact fees, and the associated per unit difference:

Table 38: Current vs. Full Cost – General Facilities Impact Fee

Category	Current Impact Fee	Full Cost Impact Fee	Difference
Residential: Per Sq. Ft.			
Single Family	$0.27[31]	$1.23	($0.95)
Multi-Family	$0.43[32]	$2.13	($1.70)
Non-Residential: Per Sq. Ft.			
Commercial	$0.49	$0.47	$0.02
Office	$0.64	$0.62	$0.02
Industrial	$0.24	$0.23	$0.01

All residential impact fees show an under-recovery, ranging from a low of $0.95 per square foot for single-family to a high of $1.70 per square foot for multi-family developments. Non-residential impact fees show minimal overages of $0.01 to $0.02 per square foot.

NEXUS CRITERIA

As discussed in the legal framework section, for an impact fee to be implemented, it must meet all five nexus criteria established by the Mitigation Fee Act. The following table outlines each criterion point and how the proposed General Facilities Impact fee meets the criteria.

Table 39: Impact Fee Nexus Criteria – General Facilities

Criteria	Meet
Purpose Of Fee	The purpose of the fee is to upgrade existing City Hall, Public Works Facilities, and other miscellaneous City equipment and facilities overseen by the Public Works Department.
Use of Fee Revenue	Revenue associated with this impact fee is housed in a specific general facilities impact fee fund to help ensure that funds are appropriately accounted for and used to meet the general facilities infrastructure needs of the City's growth.
Benefit Relationship	The use of the impact fee revenue would be to rehabilitate existing facilities and equipment to maintain level of service and serve new development. New residents and employees receive benefits from improved access to infrastructure.
Impact Relationship	The addition of new residents and employees would have an impact on the ability of the City to meet all the needs. Therefore, the cost associated with adding additional equipment or expanding facilities to accommodate additional staff to allow for appropriate handling of the new growth would be borne by new residents or employees.

[31] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

[32] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

Criteria	Meet
Proportionality	The proposed impact fee is calculated based upon proportionality of projected growth with the greatest impact by residential areas, followed by commercial areas. The fees are calculated on a per square foot basis for both residential and commercial properties as the concept is that the larger the space, the greater the population that occupies that space and therefore the greater the impact on the City's infrastructure.
Capital Improvement Plan	As part of this impact fee analysis, a capital improvement plan has been adopted to update the City's general public facilities and is presented as an appendix.
Level of Service	The proposed impact fees are based on the existing level of service as they are based on the current standard of infrastructure servicing both existing and future population. Future population / growth is calculated based on their proportional need for the facilities.
Original Nexus Analysis	The original nexus analysis developed by the City was based on information from 2019, and the City has not increased fees since then. Since the original analysis, costs have significantly increased, and as the fund balance reflects, the City has insufficient funding to meet the needs for future development.

As the table demonstrates, the City meets all five criteria necessary to continue charging the general facilities development impact fee, as well as the three additional criteria associated with AB602. Additionally, the general facilities impact fee has an essential nexus to the City's land use interest of ensuring that there is adequate infrastructure to serve the new development, and the fee has been calculated to be roughly proportionate to the development's impact on the City's general facilities as it does not exceed the City's cost of providing services to new development.

COMPARATIVE SURVEY

As part of this impact fee analysis, the project team conducted a comparative survey of surrounding jurisdictions that charge a General Facilities Impact Fee. The following table compares the City's current fee and full cost to other jurisdictions in the region:

Table 40: Comparative Survey – General Facilities Impact Fee

	Residential		Non-Residential (Per Sq. Ft.)		
Jurisdiction	**Single Family**	**Multi-Family**	**Commercial**	**Office**	**Industrial**
Banning - Current	$0.27 per sq. ft	$0.43 per sq. ft	$0.49	$0.64	$0.24
Banning - Full Cost	$1.23 per sq. ft.	$2.13 per sq. ft.	$0.47	$0.62	$0.23
Beaumont	$0.25 per sq. ft.	$0.25 per sq. ft.	$0.15	$0.18	$0.06

	Residential		Non-Residential (Per Sq. Ft.)		
Jurisdiction	**Single Family**	**Multi-Family**	**Commercial**	**Office**	**Industrial**
Colton	$180 per unit	$137 per unit	$0.04	$0.08	$0.02
Desert Springs	$529 Detached Dwelling $543 Attached Dwelling	$529 Detached Dwelling $543 Attached Dwelling	$0.14	$0.14	$0.11
Redlands	$0.71 per sq. ft.	$0.71 per sq. ft.	$0.26	$3.30	$3.90
Yucaipa	$1.23 per sq. ft.	$1.22 per sq. ft.	$0.26	$0.26	$0.74

Of the surveyed jurisdictions, Palm Desert, Palm Springs, and Riverside do not assess a General Facilities-specific impact fee. The City's current residential General Facilities impact fees are lower than those of surrounding jurisdictions that also charge per-square-foot fees. Yucaipa's single-family rate is aligned with the City's calculated full cost, but significantly lower than the City's multi-family rate.

With the exception of Redlands' office and industrial fees and Yucaipa's industrial fees, Banning's current and calculated full cost non-residential fees are higher than those of the surveyed jurisdictions.

PARKS IMPACT FEE

The City currently imposes a parks impact fee, which helps acquire new land and supports enhancements to existing park facilities. Park services primarily benefit the residential population, and future growth will increase demand for park-specific infrastructure. To ensure service levels are maintained as the City continues to grow, the current park impact fee cost components and assumptions were updated through this analysis. The following subsections discuss the growth assumptions and standards utilized, cost assumptions and components, impact fee calculation, ability to meet the nexus criteria, and a comparative survey of parks impact fees.

GROWTH ASSUMPTIONS

Park services primarily serve Banning's residents; as such non-residential people where not factored into the Parks impact fee calculations. Future development would require expanded park facilities, enhanced equipment, and the acquisition of new parkland.

The City's current standard is 2.19 acres per 1,000 residents, based on the existing parks available in the City's Park Master Plan and the current residential population. In order for the City to maintain this existing level of service and standard as the residential population increases, the City will need to acquire additional park acreage. The following table shows the proportionate number of acres needed to account for new residential growth:

Table 41: Proposed New Acres Needed based on Acreage Standard

Category	Amount
Current Acreage Standard – per resident	0.00226
Projected Residential Growth	5,651
Total # of Acres Required to Maintain Standard	**12.37**

Based upon the standard of 0.00226 acres per resident and growth of 5,651 residents, the City will need to acquire an additional 12.37 acres to retain this standard.

COST COMPONENTS AND ASSUMPTIONS

Based on projected increases in residential population, an impact nexus exists for the department's infrastructure needs. The planning horizon for the Parks impact fee is 15 years (2025 to 2040). Over this period, the department will need to replace and upgrade infrastructure to maintain its existing level of service. The impact fee calculation applies the system plan method to determine the proportional share attributable to new development. Since future development will benefit from these facilities and equipment, an appropriate portion of the upgrade cost should be allocated to new growth. The following table presents the total projected infrastructure costs, net of existing fund balances, by cost category.

Table 42: Total Projected Infrastructure Cost - Parks

Total Parks Facilities Cost[33]	$17,414,800
Total Parks Anticipated Projects Cost[34]	$2,658,200
Total Parks Equipment & Vehicle Cost[35]	$385,925
Total Projected Infrastructure Cost	**$20,458,925**
Current Fund Balance[36]	($29,288)
Total Projected Net Infrastructure Cost	**$20,429,637**

Over the next 15 years, the Parks will require approximately $20 million to meet the needs of the City's existing and future population.

In addition to the $20 million in infrastructure costs, the other cost component to be considered is the parkland cost per resident. The parkland cost per resident is calculated by multiplying the cost to develop a single acre[37] by the number of acres needed to maintain the parkland standard. This is calculated at $10,697,966. This cost is then divided by the anticipated growth to calculate the cost per resident. The following figure shows this calculation.

Table 43: Cost of Parkland Development Per Resident Calculation

$$\frac{\text{\$10,697,966 Cost to Acquire / Develop Parkland}}{\text{5,651 Growth in Population Between 2025 and 2040}} = \textbf{\$1,839 Cost per Capita}$$

The $1,893 per resident covers the cost of acquiring and developing parkland to maintain the City's parkland standard.

Lastly, as outlined in the prior section, a citywide administrative fee of 2% was calculated to cover City staff support for monitoring and reporting impact fee funds.

IMPACT FEE CALCULATIONS

As calculated in the previous section, the total infrastructure needs for Parks are approximately $20 million. This cost is then divided by the total service population calculated in the Projected Growth and Development chapter. The figure below shows this calculation.

Table 44: Cost Per Capita Calculation

$$\frac{\text{\$20,429,637 Total Projected Net Infrastructure Cost}}{\text{31,949 2025 Population}} = \textbf{\$639 Cost per Capita}$$

[33] A detailed accounting of the capital improvement costs is included in Appendix D of this report.
[34] A detailed accounting of the facility costs is included in Appendix D of this report.
[35] A detailed accounting of the equipment costs is included in Appendix D of this report.
[36] Represents the fund balance at the end of FY24-25.
[37] To remain consistent with prior assumptions land acquisitions cost was taken from the prior DIF study and a CCI inflation factor was added.

The $639 per capita cost is added to the parkland cost per resident ($1,893), equaling a **total residential cost per capita rate of $2,533**. This value illustrates the amount the City should invest in Parks infrastructure per person.

The total cost per capita is then multiplied by the density factors outlined in the Projected Growth and Development chapter, resulting in the Parks impact fee by category. The following table shows this calculation.

Table 45: Parks Impact Fee Calculation

Category	Cost Per Capita	Density	Impact Fee
Residential: Per 1,000 Sq. Ft.			
Single Family	$2,533	1.47	**$3,722**
Multi-Family	$2,533	2.55	**$6,461**

The cost per 1,000 square feet for residential single-family development is $3,722, and for multi-family is $6,461. The 2% administrative fee is applied to the impact fee. The following table shows this calculation.

Table 46: Parks Impact Fee Calculation – Including Administrative Fee

Category	Impact Fee	Admin %	Impact Fee + Admin Fee Per 1,000 Sq. Ft.	Impact Fee + Admin Fee per Sq. Ft.
Residential				
Single Family	$3,722	2%	$3,796	**$3.80**
Multi-Family	$6,461	2%	$6,590	**$6.59**

The addition of the administrative fee captures the full cost associated with the proportionate impact of future development. The following table compares the City's current Parks impact fee to the full cost impact fees, and the associated per unit difference:

Table 47: Current vs. Full Cost – Parks Impact Fee

Category	Current Impact Fee[38]	Full Cost Impact Fee	Difference
Residential: Per Sq. Ft.			
Single Family	$2.02	$3.80	($1.78)
Multi-Family	$3.14	$6.59	($3.45)

[38] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

All impact fees show an under-recovery, ranging from a low of $1.78 per square foot for single-family to a high of $3.45 per square foot for multi-family developments.

NEXUS CRITERIA

As discussed in the legal framework section, in order for an impact fee to be implemented, it must meet all five of the nexus criteria as established per the Mitigation Fee Act. The following table outlines each criterion point and how the proposed Parks Impact fee meets the criteria.

Table 48: Impact Fee Nexus Criteria – Parks

Criteria	Meet
Purpose Of Fee	The purpose of this fee would be to fund the acquisition of new parkland, the development of new parks and recreation facilities and improving existing parks equipment.
Use of Fee Revenue	Revenue associated with this impact fee is housed in a specific park impact fee fund to help ensure that funds are appropriately accounted for and used to meet the ark infrastructure needs of the City's growth.
Benefit Relationship	The use of the impact fee revenue would be to develop new facilities or expand or improve existing facilities, which would be directly proportional to the increased wear and tear and use of parks and recreation facilities as there is new residential growth in the City. The increase in residential population is related proportionally to the square footage of development as larger properties result in more population.
Impact Relationship	Based upon the current and proposed parks and recreation facility needs in the City, the addition of new residents would require the need for new and expanded facilities.
Proportionality	The proposed impact fee is calculated based upon proportionality of projected growth with the greatest impact by residential areas. The fees are calculated on a per square foot basis for residential properties as the concept is that the larger the space, the greater the population that occupies that space and therefore the greater the impact on the City's infrastructure.
Capital Improvement Plan	A capital improvement plan has been adopted to update the City's park facilities and is presented as an appendix.
Level of Service	The proposed impact fees are based on the existing level of service as they are based on the current standard of the parks facilities servicing both existing and future population. Future population / growth is calculated based on their proportional need for the facilities.
Original Nexus Analysis	The original nexus analysis developed by the City was based on information from 2019, and the City has not increased fees since then. Since the original analysis, costs have significantly increased, and as the fund balance reflects, the City has insufficient funding to meet the needs for future development.

As the table demonstrates, the City meets all five criteria necessary to continue charging the parks development impact fee, as well as the three additional criteria associated with AB602. Additionally, the park impact fee has an essential nexus to the City's land use interest of ensuring that there is adequate park infrastructure to serve the new development, and the fee has been calculated to be roughly

proportionate to the development's impact on the City's park infrastructure, as it does not exceed the City's cost of providing services to new development.

COMPARATIVE SURVEY

As part of this impact fee analysis, the project team conducted a comparative survey of surrounding jurisdictions that charge a Parks Impact Fee. The following table compares the City's current fee and full cost to other jurisdictions in the region:

Table 49: Comparative Survey – Parks Impact Fee

	Residential	
Jurisdiction	**Single Family**	**Multi-Family**
Banning - Current	**$2.02 per sq. ft**	**$3.80 per sq. ft**
Banning - Full Cost	**$3.14 per sq. ft.**	**$6.59 per sq. ft.**
Beaumont	$0.78 per sq. ft.	$0.78 per sq. ft.
Colton	$5,714 per unit	$4,351 per unit
Desert Springs	$1,675 Detached Dwelling $1,722 Attached Dwelling	$1,675 Detached Dwelling $1,722 Attached Dwelling
Redlands	$1.18 per sq. ft.	$1.18 per sq. ft.
Riverside	$4,646 SFR Detached $4,065 SFR Attached - Duplex $2,615 Residential Condo	$3,653 MFR - Triplex or Quadplex $3,045 MFR ADU/Apt/Senior Apt
Yucaipa	$1.67 per sq. ft.	$1.67 per sq. ft.

Of the surveyed jurisdictions, Palm Desert and Palm Springs do not assess a Parks-specific impact fee.

The City's current and calculated full cost Parks impact fees for single-family development are higher than those of surrounding jurisdictions that also charge per-square-foot fees. The City's Multi-family rates are significantly higher than surrounding jurisdictions. It is important to tone that it is common to see these types of fees subsidized and occasionally jurisdictions may exclude the parkland acquisition component when assessing these fees.

POLICE IMPACT FEE

The City currently administers a police impact fee to recover the proportionate costs of fire infrastructure required to serve new development. The Police Department provides services to both residential and non-residential populations, and future growth will increase demand for fire-specific infrastructure. To ensure service levels are maintained as the City continues to grow, the current police impact fee cost components and assumptions were updated through this analysis. The following subsections discuss the growth assumptions and standards utilized, cost assumptions and components, impact fee calculation, ability to meet the nexus criteria, and a comparative survey of police impact fees.

GROWTH ASSUMPTIONS

The Police Department serves both residential and non-residential populations (employees). Future development would require expanded Police stations and the purchase of additional vehicles and equipment. Since the primary goal of the Police Department is to provide law enforcement and safety services within the City, its services benefit both existing and future development. To determine the proportional share of existing and future development, the project team calculated the City's future service population. In addition, since an employee working within the city does not have the same tendency to use fire services as a resident, their impact was weighted less. The weighting for employees was based on the acreage within the City zoned for non-residential use. Based on zoning, non-residential acreage accounts for 33% of the City of Banning; therefore, the non-residential population was weighted at 33%. The following table shows the current population for each category, the proportionate weight factor, and the weighted population:

Table 50: Weighted Population Calculation

Category	2025 Population	Weight Factor	Weighted 2025 Population
Residential	31,949	100%	31,949
Non-Residential	11,400	33%	3,754
Total	**43,349**		**35,703**

The total weighted 2025 population is roughly 36,000. This value is then divided by the total cost to be apportioned, as outlined in the following section, resulting in a weighted cost per capita.

COST COMPONENTS AND ASSUMPTIONS

Based on projected increases in residential and non-residential populations, an impact nexus exists for the department's infrastructure needs. The planning horizon for the Police impact fee is 15 years (2025 to 2040). Over this period, the department will need to replace and upgrade infrastructure to maintain its existing level of service. The impact fee calculation applies the system plan method to determine the proportional share attributable to new development. Since future development will benefit from these facilities and equipment, an appropriate portion of the upgrade cost should be allocated to new growth.

The following table presents the total projected infrastructure costs, net of existing fund balances, by cost category.

Table 51: Total Projected Infrastructure Cost - Police

Total Police Facility Cost[39]	$18,614,423
Total Police Equipment & Vehicle Cost[40]	$3,756,500
Total Projected Infrastructure Cost	**$22,370,923**
Current Fund Balance[41]	($860,409)
Total Projected Net Infrastructure Cost	**$21,510,514**

Over the next 15 years, the Police Department will require approximately $21.5 million to meet the needs of the City's existing and future population.

IMPACT FEE CALCULATIONS

As the previous section calculated, the total infrastructure needs for the Police Department are approximately $21.5 million. This cost is then divided by the total weighted service population as shown in Table 50, resulting in the cost per capita. The figure below shows this calculation.

Table 52: Cost Per Capita Calculation

$$\frac{\$21,510,514 \text{ Total Projected Net Infrastructure Cost}}{35,703 \text{ Weighted 2025 Population}} = \textbf{\$602 Cost per Capita}$$

The $602 per capita cost illustrates the amount the City should invest in police infrastructure per person. Again, since the non-residential population does not have the same need for police services, the 33% weighting (based on City zoning) is applied to cost per capita for residents versus non-residential users.

Table 53: Weighted Cost Per Capita

Category	Cost / Capita	Weight Factor	Weighted Cost Per Capita
Residential	$602	100%	**$602**
Non-Residential	$602	33%	**$198**

While the residential cost per capita remains at $602, the non-residential cost per capita reduces to $198.

The weighted cost per capita is then multiplied by the density factors outlined in the Projected Growth and Development chapter, resulting in the Police impact fee by category. The following table shows this calculation.

[39] A detailed accounting of the facility costs is included in Appendix E of this report.
[40] A detailed accounting of the equipment costs is included in Appendix E of this report.
[41] Represents the fund balance at the end of FY24-25.

Table 54: Police Impact Fee Calculation

Category	Cost Per Capita	Density	Impact Fee
Residential: Per 1,000 Sq. Ft.			
Single Family	$602	1.47	$885
Multi-Family	$602	2.55	$1,537
Non-Residential: Per 1,000 Sq. Ft.			
Commercial	$198	2.39	$474
Office	$198	3.12	$619
Industrial	$198	1.16	$230

The cost per 1,000 square feet for residential single-family development is $885, multi-family is $1,537, and non-residential development varies from a low of $230 per 1,000 square feet for industrial properties to a high of $619 per 1,000 square feet for offices. The 2% administrative fee is applied to the impact fee. The following table shows this calculation.

Table 55: Police Impact Fee Calculation – Including Administrative Fee

Category	Impact Fee	Admin %	Impact Fee + Admin Fee Per 1,000 Sq. Ft.	Impact Fee + Admin Fee per Sq. Ft.
Residential				
Single Family	$885	2%	$903	$0.90
Multi-Family	$1,537	2%	$1,568	$1.57
Non-Residential				
Commercial	$474	2%	$484	$0.48
Office	$619	2%	$631	$0.63
Industrial	$230	2%	$235	$0.23

The addition of the administrative fee captures the full cost associated with the proportionate impact of future development. The following table compares the City's current Police impact fee to the full cost impact fees and the associated per-unit difference:

Table 56: Current vs. Full Cost – Police Impact Fee

Category	Current Impact Fee	Full Cost Impact Fee	Difference
Residential: Per Sq. Ft. [42]			
Single Family	$0.63	$0.90	($0.27)
Multi-Family	$0.98	$1.57	($0.59)

[42] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

Category	Current Impact Fee	Full Cost Impact Fee	Difference
Non-Residential: Per Sq. Ft.			
Commercial	$0.35	$0.48	($0.13)
Office	$0.46	$0.63	($0.17)
Industrial	$0.17	$0.23	($0.06)

All impact fees show an under-recovery, ranging from a low of $0.06 per square foot for industrial to a high of $0.59 per square foot for multi-family developments.

NEXUS CRITERIA

As discussed in the legal framework section, for an impact fee to be implemented, it must meet all five nexus criteria established by the Mitigation Fee Act. The following table outlines each criterion point and how the proposed Police Impact fee meets the criteria.

Table 57: Impact Fee Nexus Criteria – Police

Criteria	Meet
Purpose Of Fee	The purpose of this fee is to upgrade existing Police stations, cover costs of new stations necessary to maintain services levels, and enhance or replace police-specific vehicles and equipment.
Use of Fee Revenue	Revenue associated with this impact fee is housed in a specific police impact fee fund to help ensure that funds are appropriately accounted for and used to meet the police infrastructure needs of the City's growth.
Benefit Relationship	The use of the impact fee revenue would be to rehabilitate existing police stations and equipment to accommodate to allow for the most efficient response for service. New residents and employees receive benefits associated with more efficient response times and enhanced equipment.
Impact Relationship	The addition of new residents and employees would have an impact on the ability of the police services to respond adequately and in an efficient manner. Therefore, the cost associated with adding additional equipment or expanding facilities to accommodate additional staff to allow for responses would be borne by new residents or employees.
Proportionality	The proposed impact fee is calculated based upon proportionality of projected growth with the greatest impact by residential areas, followed by commercial areas. The fees are calculated on a per square foot basis for both residential and commercial properties as the concept is that the larger the space, the greater the population that occupies that space and therefore the greater the impact on the City's infrastructure.
Capital Improvement Plan	A capital improvement plan has been adopted to update the City's police facilities and is presented as an appendix.
Level of Service	The proposed impact fees are based on the existing level of service as they are based on the current standard of the fire infrastructure servicing both existing and future population. Future population / growth is calculated based on their proportional need for the facilities, vehicles and equipment.

Criteria	Meet
Original Nexus Analysis	The original nexus analysis developed by the City was based on information from 2019, and the City has not increased fees since then. Since the original analysis, costs have significantly increased, and as the fund balance reflects, the City has insufficient funding to meet the needs for future development.

As the table demonstrates, the City meets all five criteria necessary to continue charging the police development impact fee, as well as the three additional criteria associated with AB602. Additionally, the police impact fee has an essential nexus to the City's land use interest of ensuring that there is adequate police infrastructure to serve the new development, and the fee has been calculated to be roughly proportionate to the development's impact on the City's police facilities, as it does not exceed the City's cost of providing fire services to new development.

COMPARATIVE SURVEY

As part of this impact fee analysis, the project team conducted a comparative survey of surrounding jurisdictions that charge a Police Impact Fee. The following table compares the City's current fee and full cost to other jurisdictions in the region:

Table 58: Comparative Survey – Police Impact Fee

	Residential		Commercial (Per Sq. Ft.)		
Jurisdiction	Single Family	Multi-Family	Commercial	Office	Industrial
Banning - Current	**$0.63 per sq. ft**	**$0.98 per sq. ft**	**$0.35**	**$0.46**	**$0.17**
Banning - Full Cost	**$0.90 per sq. ft.**	**$1.57 per sq. ft.**	**$0.48**	**$0.63**	**$0.23**
Beaumont	$0.53 per sq. ft.	$0.53 per sq. ft.	$0.27	$0.36	$0.12
Colton	$1,134 per unit	$863 per unit	$0.28	$0.4	$0.10
Desert Springs	$427 Detached Dwelling $439 Attached Dwelling	$427 Detached Dwelling $439 Attached Dwelling	$0.11	$0.11	$0.09
Redlands	$0.52 per sq. ft.	$0.52 per sq. ft.	$0.19	$2.40	$2.84

Of the surveyed jurisdictions, Palm Desert, Palm Springs, Riverside, and Yucaipa do not assess a police-specific impact fee. The City's current and calculated full-cost residential fees are higher than those of all other jurisdictions that assess fees based on square footage.

With the exception of Redlands' office and industrial fees, Banning's current and calculated full cost commercial fees are higher than those of the surveyed jurisdictions.

TRAFFIC IMPACT FEE

The City currently administers a traffic impact fee to recover the proportionate costs of traffic infrastructure required to serve new development. To ensure service levels are maintained as the City continues to grow, the current traffic impact fee cost components and assumptions were updated through this analysis. The following subsections discuss the growth assumptions and standards utilized, cost assumptions and components, impact fee calculation, ability to meet the nexus criteria, and a comparative survey of traffic impact fees.

GROWTH ASSUMPTIONS

The purpose of a Traffic impact fee is to recover the proportionate costs of transportation improvements required to serve new development, including roadway capacity, signalization, intersection upgrades, and various pathways. Transportation demand projections are based on standardized trip generation rates, which measure the number of trips produced by residents, employees, and visitors accessing homes, jobs, services, and commercial destinations. These rates differ by land-use type and reflect each use's relative impact on the transportation network. Applying differentiated trip factors ensures that development contributes its proportional share toward the transportation improvements needed to support growth. Trip generation assumptions used in this analysis are based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, an industry-standard source. The trip rates are then multiplied by the change in dwelling units per land-use type from 2025 to 2040. These calculations are shown in the table below:

Table 59: Projected Total Number of Trips Calculation

Category	2025 DU / KSF [43]	2040 DU / KSF [44]	Difference	Trip Rate	Weighted 2025 DU / KSF	Weighted 2040 DU / KSF	Weighted Difference
Residential							
Single Family	10,224	14,775	4,551	0.99	10,122	14,627	4,505
Multi-Family	2,381	16,728	14,347	0.44	1,042	7,319	6,277
Total	**12,605**	**31,503**	**18,898**		**12,163**	**21,946**	**10,782**
Non-Residential							
Commercial	1,204	2,993	1,789	4.40	5,297	13,169	7,872
Office	2,234	1,895	(339)	1.44	3,216	2,729	(487)
Industrial	1,340	977	(363)	0.70	938	684	(254)
Total	**4,777**	**5,865**	**1,088**	**6.54**	**9,451**	**16,582**	**7,131**
			Total Number of Trips		**20,615**	**38,528**	**17,913**

[43] Based on Banning's General Plan.
[44] Based on Banning's General Plan.

The total projected number of trips increasing from 2025 to 2040 is roughly 18,000. This value is divided by the total cost to be apportioned (as outlined in the following section), resulting in the cost per trip, which serves as the basis for calculating the wastewater impact fee.

COST COMPONENTS AND ASSUMPTIONS

Based on the projected increase in trips, an impact nexus exists for the department's infrastructure needs. The planning horizon for the Traffic impact fee is 15 years (2025 to 2040). Over this period, the department will need to replace and upgrade infrastructure to maintain its existing level of service. The impact fee calculation applies the system plan method to determine the proportional share attributable to new development. Since future development will benefit from these facilities and equipment, an appropriate portion of the upgrade cost should be allocated to new growth. The following table presents the total projected infrastructure costs, net of existing fund balances, by cost category.

Table 60: Total Projected Infrastructure Cost - Traffic

Total Traffic CIP Cost[45]	$89,069,875
Total Projected Infrastructure Cost	**$89,069,875**
Current Fund Balance[46]	($2,723,594)
Total Projected Net Infrastructure Cost	**$86,346,281**

Over the next 15 years, the City will require approximately $86 million to meet the needs of the City's existing and future population.

The total projected net infrastructure cost is then divided by the weighted total number of trips, resulting in a cost per trip. The calculation is shown below:

Table 61: Traffic Cost Per Trip Calculation

$$\frac{\$86,346,281 \text{ Total Projected Net Infrastructure Cost}}{38,528 \text{ \# of 2040 Total Trips}} = \mathbf{\$2,241 \text{ Cost / Trip}}$$

The $2,241 per-trip cost illustrates the amount the City should invest in transportation infrastructure per dwelling unit or KSF.

IMPACT FEE CALCULATIONS

As the previous section calculated, the total cost per trip is $2,241. This is the cost regardless of residential or non-residential development. This value is then multiplied by the trip rate, resulting in the Traffic impact fee. The following table shows this calculation:

[45] A detailed accounting of the capital improvement costs is included in Appendix F of this report.
[46] Represents the fund balance at the end of FY24-25.

Table 62: Traffic Impact Fee Calculation

Category	Cost Per EDU	EDU Factor	Impact Fee
Residential: Per DWU			
Single Family	$2,241	0.99	$2,219
Multi-Family	$2,241	0.44	$981
Non-Residential: Per KSF			
Commercial	$2,241	4.40	$9,861
Office	$2,241	1.44	$3,227
Industrial	$2,241	0.70	$1,569

The cost per dwelling unit for residential single-family development is $2,219, multi-family is $981, and non-residential development varies from a low of $1,569 per 1,000 square feet for industrial properties to a high of $9,861 per 1,000 square feet for commercial development. The 2% administrative fee is applied to the impact fee. The following table shows this calculation.

Table 63: Traffic Impact Fee Calculation – Including Administrative Fee

Category	Impact Fee	Admin %	Impact Fee + Admin Fee Per DWU or KSF	Impact Fee + Admin Fee per Sq. Ft.
Residential				
Single Family	$2,219	2%	$2,263	$1.19[47]
Multi-Family	$981	2%	$1,000	$1.00[48]
Non-Residential				
Commercial	$9,861	2%	$10,058	$10.06
Office	$3,227	2%	$3,292	$3.29
Industrial	$1,569	2%	$1,600	$1.60

The addition of the administrative fee captures the full cost associated with the proportionate impact of future development. The City's current traffic impact fees were calculated for every possible type of land use that could exist at a super granular level. To be consistent with other impact fees, the City is proposing to streamline the traffic impact fee to be based on the more general land use type. Therefore, the values in the table above reflect the maximum justifiable traffic impact fee.

NEXUS CRITERIA

As discussed in the legal framework section, in order for an impact fee to be implemented, it must meet all five of the nexus criteria as established per the Mitigation Fee Act. The following table outlines each criterion point and how the proposed Traffic Impact fee meets the criteria.

[47] The average square footage of a SFR unit (1,900 sq. ft.) in Banning was used to convert from DU to square footage.
[48] The average square footage of a MFR unit (1,000 sq. ft.) in Banning was used to convert from DU to square footage.

Table 64: Impact Fee Nexus Criteria – Traffic

Criteria	Meet
Purpose Of Fee	The purpose of the fee is to upgrade existing transportation measures or fund the construction of new transportation measures based upon the projected increase in development within the City.
Use of Fee Revenue	Revenue associated with this impact fee is housed in a specific traffic impact fee fund to help ensure that funds are appropriately accounted for and used to meet the traffic infrastructure needs of the City's growth.
Benefit Relationship	The use of the impact fee revenue would be to enhance, upgrade, or expand existing and future transportation infrastructure. New residents and employees receive benefit from these transportation project improvements. The residential and commercial service population increase is directly applicable to square footage per development.
Impact Relationship	The addition of new residents and employees would have an impact on the ability of the city's existing transportation system to the increase in need. Therefore, the cost associated with adding additional or improving existing transportation infrastructure would be proportionately borne by new residents or employees.
Proportionality	The proposed impact fee is calculated based upon proportionality of projected growth with the greatest impact by residential areas, followed by commercial areas. The fees are calculated on a per square foot basis for both residential and commercial properties as the concept is that the larger the space, the greater the population that occupies that space and therefore the greater the impact on the City's infrastructure.
Capital Improvement Plan	A capital improvement plan has been adopted to update the City's fire facilities and is presented as an appendix.
Level of Service	The proposed impact fees are based on the existing level of service as they are based on the trips servicing both existing and future population. Future population / growth is calculated based on their proportional need for the infrastructure.
Original Nexus Analysis	The original nexus analysis developed by the City was based on information from 2019, and the City has not increased fees since then. Since the original analysis, costs have significantly increased, and as the fund balance reflects, the City has insufficient funding to meet the needs for future development.

As the table demonstrates, the City meets all five criteria necessary to continue charging the traffic development impact fee, as well as the three additional criteria associated with AB602. Additionally, the traffic impact fee has an essential nexus to the City's land use interest of ensuring that there is adequate traffic infrastructure to serve the new development, and the fee has been calculated to be roughly proportionate to the development's impact on the City's transportation systems, as it does not exceed the City's cost of providing transportation services to new development.

COMPARATIVE SURVEY

As part of this impact fee analysis, the project team conducted a comparative survey of surrounding jurisdictions that charge a Traffic Impact Fee. The following table compares the City's current fee and full cost to other jurisdictions in the region:

Table 65: Comparative Survey – Traffic

	Residential		Commercial (per sq. ft.)		
Jurisdiction	**Single Family**	**Multi-Family**	**Commercial**	**Office**	**Industrial**
Banning - Current	**Varies**	**Varies**	**Varies**	**Varies**	**Varies**
Banning - Full Cost	**$1.19 per sq. ft.**	**$1.00 per sq. ft.**	**$10.06**	**$3.29**	**$1.60**
Beaumont	$1.66 per sq. ft.	$1.66 per sq. ft.	$10.70	$6.02	$2.82 - $0.54[49]
Colton	$1,623 per DWU	$1,236 per DWU	$0.40	$0.68	$0.15
Redlands	$1.40 per sq. ft.	$1.40 per sq. ft.	$7.15	$4.31	$2.73
Riverside	$525 per DWU	$420 per DWU	N/A	N/A	N/A
Yucaipa	$4.88 per sq. ft.	$4.88 per sq. ft.	$4.12	$4.12	$4.71

Of the surveyed jurisdictions, Desert Springs and Palm Springs do not assess a traffic-specific impact fee. Coachella Valley Association of Governments (CVAG) administers Palm Desert's traffic impact fee. Since it is a regional fee rather than a Palm Desert-specific fee, it was excluded from this comparison.

The City's calculated full-cost residential fees are lower than those of all other jurisdictions that assess fees based on square footage.

Beaumont's non-residential fees are higher than Banning's calculated full cost. With the exception of commercial rates, Redlands and Yucaipa's fees generally align with Banning's, while Colton's rates are the lowest of the surveyed jurisdictions.

[49] Colton's industrial fees range based on the type of industrial development.

WASTEWATER IMPACT FEE

The City currently administers a wastewater impact fee to recover the proportionate costs of wastewater infrastructure required to serve new development. These wastewater systems serve both residential and non-residential populations, and future growth will increase demand for wastewater-specific infrastructure. To ensure service levels are maintained as the City continues to grow, the current wastewater impact fee cost components and assumptions were updated through this analysis. The following subsections discuss the growth assumptions and standards utilized, cost assumptions and components, impact fee calculation, ability to meet the nexus criteria, and a comparative survey of wastewater impact fees.

GROWTH ASSUMPTIONS

The purpose of a wastewater impact fee is to recover the proportionate costs associated with the increased demand placed on the wastewater system by new development, which in turn necessitates the enhancement, expansion, or replacement of existing infrastructure. Wastewater impacts are measured through flow generation in gallons per day per acre (GPD/A). Flow estimates are then converted using standardized density factors to determine average daily flow per 1,000 square feet (KSF). This conversion establishes a consistent baseline for comparing flow impacts across land uses and allocating costs proportionally to new development. The following table shows this calculation.

Table 66: Average Flow Generation per KSF by Land Use Type

Category	Flow Generation (GPD / A)	Density[50]	Average Flow Generation / DU or KSF
Residential			
Single Family	1,020	5.00	204.00
Multi-Family	800	11.00	72.73
Non-Residential			
Commercial	1,150	15.25	75.41
Office	1,150	43.56	26.40
Industrial	750	26.14	28.69

Once average flow generation per DU or KSF is established for each land use category, the single-family residential flow rate of 204 gallons per day per dwelling unit is used as the baseline equivalent dwelling unit (EDU), assigned a value of 1.00[51]. All other land use types are then expressed as a proportion of this baseline by dividing their respective flow generation rates by the single-family residential benchmark.

[50] Densities align with values represented in the General Plan and other City documents.
[51] SFR is used as the EDU baseline strictly for normalization purposes; it does not imply a greater impact, only a consistent reference unit for flow comparison.

This proportional conversion ensures that each land use type contributes its fair share of capital costs based on relative wastewater demand. The following table shows these conversions.

Table 67: EDU Factor Calculation

Category	Average Flow Generation / DU or KSF	SFR - Baseline	EDU Factor
Residential			
Single Family	204.00	204.00	1.00
Multi-Family	72.73	204.00	0.36
Non-Residential			
Commercial	75.41	204.00	0.37
Office	26.40	204.00	0.13
Industrial	28.69	204.00	0.14

The above EDU factors are then multiplied by the difference in dwelling units per land use type from 2025 to 2040. These calculations are shown in the table below:

Table 68: Projected Total Number of EDUs Calculation

Category	2025 DU / KSF [52]	2040 DU / KSF [53]	Difference	EDU Factor	Weighted 2025 DU / KSF	Weighted 2040 DU / KSF	Weighted Difference
Residential							
Single Family	10,224	14,775	4,551	1.00	10,224	14,775	4,551
Multi-Family	2,381	16,728	14,347	0.36	849	5,964	5,115
Total	**12,605**	**31,503**	**18,898**		**11,073**	**20,739**	**9,666**
Non-Residential							
Commercial	1,204	2,993	1,789	0.37	445	1,106	661
Office	2,234	1,895	(339)	0.13	289	245	(44)
Industrial	1,340	977	(363)	0.14	188	137	(51)
Total	**4,777**	**5,865**	**1,088**		**923**	**1,489**	**567**
			Total Number of EDUs		**11,995**	**22,228**	**10,232**

The total projected growth of dwelling units from 2025 to 2040 is roughly 10,000. This value is divided by the total cost to be apportioned (as outlined in the following section), resulting in the cost per EDU, which serves as the basis for calculating the wastewater impact fee.

COST COMPONENTS AND ASSUMPTIONS

Based on the projected increase in EDUs, an impact nexus exists for the department's infrastructure needs. The planning horizon for the Wastewater impact fee is 15 years (2025 to 2040). Over this period,

[52] Based on Banning's General Plan.
[53] Based on Banning's General Plan.

the department will need to replace and upgrade infrastructure to maintain its existing level of service. The impact fee calculation applies the system plan method to determine the proportional share attributable to new development. Since future development will benefit from these facilities and equipment, an appropriate portion of the upgrade cost should be allocated to new growth. The following table presents the total projected infrastructure costs, net of existing fund balances, by cost category.

Table 69: Total Projected Infrastructure Cost - Wastewater

Total Wastewater CIP Cost Allocated to New Development at Buildout[54]	$132,753,401
% of Total Population in 2040 Compared to Build-out	55%[55]
Total Wastewater CIP Cost Allocated to 2040 Development	$73,014,371
Total Projected Infrastructure Cost	**$73,014,371**
Current Fund Balance[56]	($10,976,585)
Total Projected Net Infrastructure Cost	**$62,037,786**

Over the next 15 years, the City will require approximately $62 million to meet the needs of the City's existing and future population.

The total projected net infrastructure cost is then divided by the weighted growth in EDU, resulting in a cost per EDU. The calculation is shown below:

Table 70: Wastewater Cost Per EDU Calculation

$$\frac{\$62,037,786 \text{ Total Projected New Development Cost}}{10,232 \text{ Weighted Growth in EDU}} = \$6,063 \text{ cost / EDU}$$

The $6,063 per EDU cost illustrates the amount the City should invest in wastewater infrastructure per dwelling unit.

IMPACT FEE CALCULATIONS

As calculated in the previous section, the total cost per EDU is $6,063. This is the cost, regardless of whether the development is residential or non-residential. This value is then multiplied by the EDU factor to calculate the Wastewater impact fee. The following table shows this calculation:

Table 71: Wastewater Impact Fee Calculation

Category	Cost Per EDU	EDU Factor	Impact Fee
Residential: Per DWU			
Single Family	$6,063	1.00	**$6,063**

[54] A detailed accounting of the capital improvement costs is included in Appendix G of this report. It is important to note that
[55] The 2010 Parks Master Plan estimates a build-out population of the City to be 67,787. By 2040, the City is expected to be at 37,600, which is only 55% of the build out population.
[56] Represents the fund balance at the end of FY24-25.

Category	Cost Per EDU	EDU Factor	Impact Fee
Multi-Family	$6,063	0.36	$2,161
Non-Residential: Per KSF			
Commercial	$6,063	0.37	$2,241
Office	$6,063	0.13	$785
Industrial	$6,063	0.14	$853

The cost per EDU for residential single-family development is $6,603, multi-family is $2,161, and non-residential development ranges from a low of $785 per 1,000 square feet for office properties to a high of $2,241 per 1,000 square feet for commercial development. The 2% administrative fee is applied to the impact fee. The following table shows this calculation.

Table 72: Wastewater Impact Fee Calculation – Including Administrative Fee

Category	Impact Fee	Admin %	Impact Fee + Admin Fee Per DWU or KSF	Impact Fee + Admin Fee per Sq. Ft.
Residential				
Single Family	$6,063	2%	$6,184	$3.25[57]
Multi-Family	$2,161	2%	$2,205	$2.20[58]
Non-Residential				
Commercial	$2,241	2%	$2,286	$2.29
Office	$785	2%	$800	$0.80
Industrial	$853	2%	$870	$0.87

The addition of the administrative fee captures the full cost associated with the proportionate impact of future development. The following table compares the City's current Wastewater impact fee to the full cost impact fees and the associated per-unit difference:

Table 73: Current vs. Full Cost – Wastewater Impact Fee

Category	Current Impact Fee[59]	Full Cost Impact Fee	Difference
Residential: Per Sq. Ft.			
Single Family	$2.66	$3.25	($0.59)
Multi-Family	$5.06	$2.20	$2.86
Non-Residential: Per Sq. Ft.			
Commercial	Varies	$2.29	N/A

[57] The average square footage of a SFR unit (1,900 sq. ft.) in Banning was used to convert from DU to square footage.
[58] The average square footage of a MFR unit (1,000 sq. ft.) in Banning was used to convert from DU to square footage.
[59] Currently, Banning charges their residential impacts fees based on per dwelling unit. Due to changes in regulations (as outlined in the Legal Framework chapter) residential impact fees must now be calculated based on square footage (similar to the commercial impact fees). To ensure a proper comparison the current fee was converted into a square footage fee utilizing the data outlined in the Projected Growth and Development chapter.

Category	Current Impact Fee[59]	Full Cost Impact Fee	Difference
Office	Varies	$0.80	N/A
Industrial	Varies	$0.87	N/A

The single-family rate shows an under-recovery of $0.59 per square foot, while the multi-family rate shows an overage of $2.86 per square foot. Currently, the City calculates a different impact fee each time, depending on the non-residential development. To streamline fee administration, it was proposed to reclassify fees into three categories: commercial, office, and industrial.

NEXUS CRITERIA

As discussed in the legal framework section, for an impact fee to be implemented, it must meet all five nexus criteria established by the Mitigation Fee Act. The following table outlines each criterion point and how the proposed Wastewater Impact fee meets the criteria.

Table 74: Impact Fee Nexus Criteria – Wastewater

Criteria	Meet
Purpose Of Fee	The purpose of this fee is to upgrade existing wastewater systems necessary to maintain services levels and enhance or replace wastewater-specific vehicles and equipment.
Use of Fee Revenue	Revenue associated with this impact fee is housed in a specific wastewater impact fee fund to help ensure that funds are appropriately accounted for and used to meet the wastewater infrastructure needs of the City's growth.
Benefit Relationship	The use of the impact fee revenue would be to expand, upgrade, or replace existing wastewater systems and equipment to accommodate increased usage proportional to grow. New residents and employees receive benefits associated safe and reliable wastewater systems.
Impact Relationship	New development contributes additional wastewater flow to the City's collection and treatment system. Therefore, the cost associated with adding additional equipment or expanding facilities to accommodate additional wear would be borne by new residents or employees.
Proportionality	The proposed impact fee is calculated based upon proportionality of projected growth with the greatest impact by residential areas, followed by commercial areas. The fees are calculated on a per square foot basis for both residential and commercial properties as the concept is that the larger the space, the greater the population that occupies that space and therefore the greater the impact on the City's infrastructure.
Capital Improvement Plan	A capital improvement plan has been adopted to update the City's wastewater infrastructure and is presented as an appendix.
Level of Service	The proposed impact fees are based on the existing level of service as they are based on the current standard of the wastewater infrastructure servicing both existing and future population. Future population / growth is calculated based on their proportional need for the facilities, vehicles and equipment.

Criteria	Meet
Original Nexus Analysis	The original nexus analysis developed by the City was based on information from 2019, and the City has not increased fees since then. Since the original analysis, costs have significantly increased, and as the fund balance reflects, the City has insufficient funding to meet the needs for future development.

As the table demonstrates, the City meets all five criteria necessary to continue charging the wastewater development impact fee, as well as the three additional criteria associated with AB602. Additionally, the wastewater impact fee has an essential nexus to the City's land use interest of ensuring that there is adequate wastewater infrastructure to serve the new development, and the fee has been calculated to be roughly proportionate to the development's impact on the City's wastewater systems, as it does not exceed the City's cost of providing wastewater services to new development.

COMPARATIVE SURVEY

As part of this impact fee analysis, the project team conducted a comparative survey of surrounding jurisdictions that charge a Wastewater impact fee. The following table compares the City's current fee and full cost to other surveyed jurisdictions in the region:

Table 75: Comparative Survey – Wastewater

	Residential		Non-Residential (Per Sq. Ft.)		
Jurisdiction	Single Family	Multi-Family	Commercial	Office	Industrial
Banning - Current	$2.66 per sq. ft	$5.06 per sq. ft	Varies	Varies	Varies
Banning - Full Cost	$3.25 per sq. ft.	$2.86 per sq. ft.	$2.29	$0.80	$0.87
Beaumont	$0.54 per sq. ft.	$0.54 per sq. ft.	$0.25	$0.39	$0.38
Palm Springs	$1,006 per EDU	$1,006 per EDU	$100 per fixture unit	$100 per fixture unit	$100 per fixture unit
Redlands	$0.27 per sq. ft.	$0.27 per sq. ft.	$0.45	$0.45	$0.48

Of the surveyed jurisdictions, Desert Springs, Palm Desert, Riverside, and Yucaipa do not assess a wastewater-specific impact fee.

The City of Colton does assess a combined water & wastewater fee based on meter size. Residential fees are $2,968 for a 3/4-inch meter and $4,956 for a 1-inch meter. Non-residential fees range from a low of $2,968 for a 3/4-inch meter to a high of $333,893 for a 12-inch meter.

The City's current and calculated full-cost residential fees are higher than those of all other jurisdictions that assess fees based on square footage. The City's full cost or commercial fees are much higher than those of the other surveyed jurisdictions. It is important to note that this only reflects the adopted impact fees and does not reflect that many jurisdictions have not reviewed or updated their impact fees in many years.

WATER IMPACT FEE

The City currently administers a water impact fee to recover the proportionate costs of water infrastructure required to serve new development. These water systems serve both residential and non-residential populations, and future growth will increase demand for water-specific infrastructure. To ensure service levels are maintained as the City continues to grow, the current water impact fee cost components and assumptions were updated through this analysis. The following subsections discuss the growth assumptions and standards utilized, cost assumptions and components, impact fee calculation, ability to meet the nexus criteria, and a comparative survey of water impact fees.

GROWTH ASSUMPTIONS

The purpose of a water impact fee is to recover the proportionate costs associated with the increased demand placed on the water system by new development, which in turn necessitates the enhancement, expansion, or replacement of existing infrastructure. Water impacts are measured through flow generation[60] in gallons per day per acre (GPD/A). Flow estimates are then converted using standardized density factors to determine average daily flow per 1,000 square feet (KSF). This conversion establishes a consistent baseline for comparing flow impacts across land uses and allocating costs proportionally to new development. The following table shows this calculation.

Table 76: Average Flow Generation per KSF by Land Use Type

Category	Flow Generation (GPD / A)	Density[61]	Average Flow Generation / DU or KSF
Residential			
Single Family	2,300	5.00	460.00
Multi-Family	1,553	11.00	141.14
Non-Residential			
Commercial	5,300	15.25	347.54
Office	5,300	43.56	121.67
Industrial	1,700	26.14	65.03

Once average flow generation per DU or KSF is established for each land use category, the single-family residential flow rate of 460 gallons per day per KSF is used as the baseline equivalent dwelling unit (EDU), assigned a value of 1.00[62]. All other land use types are then expressed as a proportion of this baseline by dividing their respective flow generation rates by the single-family residential benchmark.

[60] Flow generation is a term that translates to water demands.
[61] Densities align with values represented in the General Plan and other City documents.
[62] SFR is used as the EDU baseline strictly for normalization purposes; it does not imply a greater impact, only a consistent reference unit for flow comparison.

This proportional conversion ensures that each land use type contributes its fair share of capital costs based on relative water demand. The following table shows these conversions.

Table 77: EDU Factor Calculation

Category	Average Flow Generation / KSF	SFR - Baseline	EDU Factor
Residential			
Single Family	460.00	460.00	1.00
Multi-Family	141.14	460.00	0.31
Non-Residential			
Commercial	347.54	460.00	0.76
Office	121.67	460.00	0.26
Industrial	65.03	460.00	0.14

The above EDU factors are then multiplied by the difference in dwelling units per land use type from 2025 to 2040. These calculations are shown in the table below:

Table 78: Projected Total Number of Trips Calculation

Category	2025 DU / KSF [63]	2040 DU / KSF [64]	Difference	EDU Factor	Weighted 2025 DU / KSF	Weighted 2040 DU / KSF	Weighted Difference
Residential							
Single Family	10,224	14,775	4,551	1.00	10,224	14,775	4,551
Multi-Family	2,381	16,728	14,347	0.31	731	5,132	4,402
Total	**12,605**	**31,503**	**18,898**		**10,955**	**19,907**	**8,953**
Non-Residential							
Commercial	1,204	2,993	1,789	0.76	910	2,261	1,352
Office	2,234	1,895	(339)	0.26	591	501	(90)
Industrial	1,340	977	(363)	0.14	189	138	(51)
Total	**4,777**	**5,865**	**1,088**		**1,690**	**2,901**	**1,211**
			Total Number of EDUs		**12,644**	**22,808**	**10,164**

The total projected growth of equivalent growth factors from 2025 to 2040 is roughly 10,000. This value is divided by the total cost to be apportioned (as outlined in the following section), resulting in the cost per EDU, which serves as the basis for calculating the water impact fee.

COST COMPONENTS AND ASSUMPTIONS

Based on the projected increase in EDUs, an impact nexus exists for the department's infrastructure needs. The planning horizon for the Water impact fee is 15 years (2025 to 2040). Over this period, the department will need to replace and upgrade infrastructure to maintain its existing level of service. The

[63] Based on Banning's General Plan.
[64] Based on Banning's General Plan.

impact fee calculation applies the system plan method to determine the proportional share attributable to new development. Since future development will benefit from these facilities and equipment, an appropriate portion of the upgrade cost should be allocated to new growth. The following table presents the total projected infrastructure costs, net of existing fund balances, by cost category.

Table 79: Total Projected Infrastructure Cost - Water

Total Water CIP Cost Attributed to New Development at Buildout[65]	$190,324,683
% of Total Population in 2040 Compared to Build-out	55%[66]
Total Water CIP Cost Allocated to 2040 Development	$104,678,576
Total Projected Infrastructure Cost	**$104,678,576**
Current Fund Balance[67]	($3,477,270)
Total Projected Net Infrastructure Cost	**$101,201,305**

Over the next 15 years, the City will require approximately $101 million to meet the needs of the City's future population.

The total projected infrastructure cost is then divided by the weighted growth in EDU, resulting in a cost per EDU. The calculation is shown below:

Table 80: Water Cost Per EDU Calculation

$$\frac{\$101,201,305 \text{ Total Projected Net Infrastructure Cost}}{10,164 \text{ Weighted Growth in EDU}} = \$9,957 \text{ cost / EDU}$$

The $9,957 per EDU cost illustrates the amount the City should invest in water infrastructure per dwelling unit.

IMPACT FEE CALCULATIONS

As the previous section calculated, the total cost per EDU is $9,957. Water impact fees are typically administered based on the size of the water meter. This cost per EDU is then multiplied by a standard water meter equivalency factor[68], resulting in the Water impact fee. The following table shows this calculation:

Table 81: Water Impact Fee Calculation

Meter Size	Cost Per EDU	Water Meter Equivalency Factor	Impact Fee
3/4"	$9,957	0.60	**$5,974**
1"	$9,957	1.00	**$9,957**
1-1/2"	$9,957	2.00	**$19,914**

[65] A detailed accounting of the capital improvement costs is included in Appendix H of this report.
[66] The 2010 Parks Master Plan estimates a build-out population of the City to be 67,787. By 2040, the City is expected to be at 37,600, which is only 55% of the build out population.
[67] Represents the fund balance at the end of FY24-25.
[68] American Water Works Association (AWWA) water meter equivalency factors – M1 Principles of Water Rates, Fees, and Charges 7th Edition.

Meter Size	Cost Per EDU	Water Meter Equivalency Factor	Impact Fee
2"	$9,957	3.20	$31,862
3"	$9,957	6.00	$59,742
4"	$9,957	10.00	$99,570
6"	$9,957	20.00	$199,141
8"	$9,957	56.00	$557,593

The cost per meter size ranges from $5,974 for a 3/4-inch meter to $557,593 for an 8-inch meter. The 2% administrative fee is applied to the impact fee. The following table shows this calculation.

Table 82: Water Impact Fee Calculation – Including Administrative Fee

Meter Size	Impact Fee	Admin %	Impact Fee + Admin Fee
3/4"	$5,974	2%	$6,094
1"	$9,957	2%	$10,156
1-1/2"	$19,914	2%	$20,312
2"	$31,862	2%	$32,500
3"	$59,742	2%	$60,937
4"	$99,570	2%	$101,562
6"	$199,141	2%	$203,123
8"	$557,593	2%	$568,745

The addition of the administrative fee captures the full cost associated with the proportionate impact of future development. The following table compares the City's current water impact fee to the full cost impact fees and the associated per-unit difference:

Table 83: Current vs. Full Cost – Water Impact Fee

Meter Size	Current Impact Fee	Full Cost Impact Fee	Difference
3/4"	$5,847	$6,094	($247)
1"	$9,744	$10,156	($412)
1-1/2"	$19,488	$20,312	($824)
2"	$31,181	$32,500	($1,319)
3"	$58,464	$60,937	($2,473)
4"	$97,441	$101,562	($4,121)
6"	N/A	$203,123	N/A
8"	N/A	$568,745	N/A

Currently, the City does not charge fees for 6-inch or 8-inch meters; therefore, no comparison is available. All remaining water impact fees are under-recovered, ranging from $247 to $4,121.

NEXUS CRITERIA

As discussed in the legal framework section, for an impact fee to be implemented, it must meet all five nexus criteria established by the Mitigation Fee Act. The following table outlines each criterion point and how the proposed Water Impact fee meets the criteria.

Table 84: Impact Fee Nexus Criteria – Water

Criteria	Meet
Purpose Of Fee	The purpose of this fee is to upgrade existing water systems necessary to maintain services levels and enhance or replace water -specific vehicles and equipment.
Use of Fee Revenue	Revenue associated with this impact fee is housed in a specific water impact fee fund to help ensure that funds are appropriately accounted for and used to meet the water infrastructure needs of the City's growth.
Benefit Relationship	The use of the impact fee revenue would be to expand, upgrade, or replace existing water systems and equipment to accommodate increased usage proportional to grow. New residents and employees receive benefits associated with reliable water systems.
Impact Relationship	New development contributes additional water distribution through the City's water tanks, mains, and facilities. Therefore, the cost associated with adding additional equipment or expanding facilities to accommodate additional impacts to the system would be borne by new residents or employees.
Proportionality	The proposed impact fee is calculated based upon proportionality of projected growth with the greatest impact by residential areas, followed by commercial areas. The fees are calculated on a meter size basis for both residential and commercial properties as the concept is that the larger the meter size, the greater the population that accesses that system and therefore the greater the impact on the City's infrastructure.
Capital Improvement Plan	A capital improvement plan has been adopted to update the City's water infrastructure and is presented as an appendix.
Level of Service	The proposed impact fees are based on the existing level of service as they are based on the current standard of the water infrastructure servicing both existing and future population. Future population / growth is calculated based on their proportional need for the facilities, vehicles and equipment.
Original Nexus Analysis	The original nexus analysis developed by the City was based on information from 2019, and the City has not increased fees since then. Since the original analysis, costs have significantly increased, and as the fund balance reflects, the City has insufficient funding to meet the needs for future development.

As the table demonstrates, the City meets all five criteria necessary to continue charging the water development impact fee, as well as the three additional criteria associated with AB602. Additionally, the water impact fee has an essential nexus to the City's land use interest of ensuring that there is adequate water infrastructure to serve the new development, and the fee has been calculated to be roughly proportionate to the development's impact on the City's water systems, as it does not exceed the City's cost of providing water services to new development.

COMPARATIVE SURVEY

As part of this impact fee analysis, the project team conducted a comparative survey of surrounding jurisdictions that charge a Water impact fee. Of the surveyed jurisdictions, Beaumont, Desert Springs, Palm Desert, Palm Springs, Riverside, and Yucaipa do not assess a water-specific impact fee.

The City of Redland does assess a water impact fee; however, it's based on land use type. Residential fees are $2.37 per square foot, while non-residential fees range from $190 per 1,000 square feet for Warehousing – Standard and High Cube to $3,139 for Institutional and Health Care.

The City of Colton's impact fees are a combined water & wastewater fee based on meter size. Its rates are lower than Banning's current and full-cost calculations.

APPENDIX A – ELECTRIC INFRASTRUCTURE COST

The following table provides information on capital improvement costs related to Electric. All information was provided and confirmed by the City of Banning's Public Works Department staff.

Project Name	Total CIP Cost	Allocated to Existing Development	Allocated to New Development
Capital Maintenance Projects			
Underground Conversion Livingston to Hargrave (Backbone/Fiber loop at Ramsey/Livingston/Alola)	$150,000	$150,000	$0
Underground Conductor Replacement Barbour St E/O Hathaway	$275,000	$275,000	$0
Underground Conductor Replacement at Mockingbird Lane and Hillside Dr	$750,000	$750,000	$0
Underground Conductor Replacement at Westward Ave from 4th St to 8th St	$625,000	$625,000	$0
Fiber Extension to Stagecoach Substation (UG and OH)	$360,000	$360,000	$0
Midway Substation Upgrades (breaker replacement and SCADA-ready upgrades and future full replacement)	$6,125,000	$6,125,000	$0
34.5 kV/12.47 kV (Cir 77)/fiber UG and OH Extension to Sunset Ave	$2,000,000	$1,200,000	$800,000
SoCalGas Reimbursement for Feeder Circuits to Cottonwood Ave	$0	$0	$0
Underground Conductor Replacement at Vista Serena Ave	$350,000	$175,000	$175,000
Fire Mitigation Tier 2/3 High Threat Area (Various)	$450,000	$450,000	$0
Mias Canyon Line Hardening	$2,100,000	$2,100,000	$0
34.5 kV/12.47 kV/fiber Underground Circuits Hathaway St from Williams St to Hoffer St	$2,000,000	$2,000,000	$0
34.5 kV/12.47 kV/fiber Underground Circuits Hathaway St from Lincoln St to John St	$150,000	$150,000	$0
Install Two (2) Engineered baseplate pole at Sunset and Lincoln	$850,000	$850,000	$0
Install Reclosers on 34.5 kV and 12.47 kV system	$250,000	$250,000	$0
Robertson's Ready Mix Circuit Reroute	$425,000	$425,000	$0
Sun Lakes Blvd Extension - Electric Relocation	$3,500,000	$3,500,000	$0
SCE WDAT Upfront Capital Costs	$500,000	$0	$500,000
Electrical Substation Projects			
Ivy Substation (15 MVA) (FY 2022)	$5,585,429	$5,585,429	$0
Stagecoach Substation (10MVA) (FY 2023)	$4,192,813	$4,192,813	$0
San Gorgonio Substation (20 MVA) (FY 2024)	$6,275,426	$6,275,426	$0
Smith Creek Substation (40 MVA) (FY TBD)	$14,000,000	$7,000,000	$7,000,000
Banning Substation Upgrade (WDAT) (FY 27-28)	$16,000,000	$0	$16,000,000
Total CIP Costs	**$41,843,168**	**$40,368,168**	**$24,475,000**

APPENDIX B – FIRE INFRASTRUCTURE COST

The following tables provide information on facility and equipment costs related to Fire. All information was provided and confirmed by the City of Banning's Fire Department staff.

Category	Quantity (sq. ft.)	Cost / Sq. Ft.	Total Cost
Facilities Inventory			
Fire Station (89) No.1 - 172 N Murray Street	6,000	$620	$3,722,885
Fire Station No. 20 - 1550 E 6th Street	-	$620	$0
Fire Station - 5261 W. Wilson	9,190	$620	$5,702,218
Fire Services/ Fire Chief - 3900 W Wilson Street	4,544	$620	$2,819,465
New Fire Station (located south of the freeway)			$15,000,000
Total Facility Cost			**$27,244,568**

Category	Count	Purchase Cost	Total Value
Equipment Inventory			
2022 Smeal Custom Multi Funct. Engine	1	$1,700,000	$1,700,000
2016 Smeal Custom Multi Funct. Engine	1	$1,700,000	$1,700,000
2025 Ford Escape Fire Marshal Vehicle	1	$23,405	$23,405
2020 Range SC Ford Inspector Vehicle	1	$25,017	$25,017
Total Equipment Cost			**$3,448,421**

APPENDIX C – GENERAL FACILITIES INFRASTRUCTURE COST

The following tables provide information on facility and equipment costs related to General Facilities. All information was provided and confirmed by the City of Banning's Public Works Department staff.

Category	Quantity (sq. ft.)	Cost / Sq. Ft.	Total Cost
Facilities Inventory			
City Hall - 99 E Ramsey St	21,500	$400	$8,600,000
Animal Shelter - 2242 E Charles St	5,143	$400	$2,057,200
Corporation Yard - 176 E Lincoln St	6,400	$400	$2,560,000
Corporation Yard - Warehouse	26,200	$400	$10,480,000
Corporation Yard - Fleet Garage	9,242	$400	$3,696,800
Chamber of Commerce Bld 58 E. Ramsey	3,333	$400	$1,333,200
Total Facility Cost			**$28,727,200**

Category	Count	Purchase Cost	Total Value
Equipment Inventory			
Ford F-250 w/ equipment rack and tool boxes (2)	2	$55,000	$94,800
F-550 Super Duty Aerial Boom Lift	1		$128,000
John Deere Ride of Mower	1		$15,500
John Deere Flair Mower	1		$12,300
Miller Tow Behind Welder	1		$66,300
14' Utility Trailer	1		$4,000
Total Equipment Cost			**$320,900**

APPENDIX D – PARKS INFRASTRUCTURE COST

The following tables provide information on capital improvement, facilities, and equipment costs related to Parks. All information was provided and confirmed by the City of Banning's Public Works and Parks Department staff.

Category	Total Value
Park Improvements	
Roosevelt Williams Park	$556,200
Budgeted in FY 2026	
Replacement Playground - Repplier Park	$150,000
Replacement Playground - Sylvan Park	$150,000
Enclosed Skidsteer with bucket & Auger	$70,000
Irrigation System replacement& Fencing project - Non-potable Lions Park	$1,012,000
Budget for FY 2027	
Sylvan Restroom demo and Replacement	$450,000
Lion's Park Playground replacement	$200,000
Ray Pak - Commercial Pool Heaters (Two)	$70,000
Total Improvement Cost	**$2,658,200**

Category	Quantity (sq. ft.)	Cost / Sq. Ft.	Total Value
Facilities Inventory			
Community Center / Gym - 769 N San Gorgonio Ave	12,046	$400	$4,818,400
Senior Center - 769 N San Gorgonio Ave	6,029	$400	$2,411,600
Aquatics Center - 749 N San Gorgonio Ave	5,697	$400	$2,278,800
Lions Park Concessions Building	1,350	$400	$540,000
Roosevelt Williams Park Recreation Center	2,215	$400	$886,000
Repplier Park Amphitheatre Bldg - 769 N. San Gorgonio	3,200	$400	$1,280,000
Dysart Park Offices	2,200	$400	$880,000
Armory	10,800	$400	$4,320,000
Total Facility Cost			**$17,414,800**

Category	Count	Purchase Cost	Total Value
Equipment Inventory			
Black Widow Arena Groomer	1	$12,200	$12,200
MDF 440 Drinking Fountains - 10	10	$34,550	$345,500
200 Gal Tow Behind Commercial Sprayer	1	$13,900	$13,900
Alkota Trailer Mounted Pressure Washer	1	$14,325	$14,325
Total Equipment Cost			**385,925**

APPENDIX E – POLICE INFRASTRUCTURE COST

The following tables provide information on facilities and equipment costs related to Police. All information was provided and confirmed by the City of Banning's Police Department staff.

Category	Quantity (sq. ft.)	Cost / Sq. Ft.	Total Cost
Facilities Inventory			
125 E. Ramsey Street - PD Station	30,000	$620	$18,614,423
Total Facility Cost			**$18,614,423**

Category	Count	Purchase Cost	Total Value
Equipment Inventory			
Motorola APX NEXT radios (50)	50		$500,000
Getac BC02 Body Worn Cameras (40)	40		$28,000
Unit 52 2006 Ford E350 Motorhome (Mobile Command Center)	1	$200,000	$300,000
Unit 15 1992 Ford F700 Armored Vehicle	1	$10,000	$250,000
Unit 25 2003 Ford E350 Box Van (Evidence Van)	1	$10,000	$75,000
Unit 26 2004 Ford F250 4x4	1	$60,000	$67,500
Unit 80 2021 Ford F250 (ACO Truck)	1	$60,000	$67,500
Unit 81 2015 Ford F350 (ACO Truck)	1	$30,000	$67,500
Unit 02 2023 HDK Forester 4 Golf Cart	1	$9,000	$14,000
1996 E-Z Go Golf Cart (x2)	2	$2,500	$28,000
2015 Ford Fusion (x2)	2	$8,000	$54,000
2018 Ford Fusion (x2)	2	$15,000	$54,000
Unit 16 2006 Ford Expedition	1	$8,000	$66,000
Unit 46 2017 Ford Taurus	1	$10,000	$32,000
2024 Ford Explorer Admin Units (x2)	2		$88,000
Unit 47 2024 Chevrolet Silverado Admin	1	$58,595	$48,500
2020 (1) & 2023 Chevrolet Tahoe (13) (14 total units)	14		$882,000
Unit 13 2020 Kia Sorento	1	$20,000	$37,000
Unit 21 2024 Chevrolet Blazer	1	$52,116	$40,000
Unit 23 2025 Chevrolet Traverse	1	$51,919	$43,500
2024 Ford F150 (x3)	3		$202,500
2017 & 2020 Ford Explorer Police Interceptor(x10)	10		$560,000
Unit 39 2015 Ford Taurus	1	$25,000	$32,000
2018 Ford Taurus (x3)	3		$96,000
BMW R1200RTP Motorcycles (x3)	3	$4,500	$78,000
Unit 40 2024 Ford Escape	1		$34,000
Mobile Speed Trailer	1		$11,500
Total Equipment Cost			**$3,756,500**

APPENDIX F – TRAFFIC INFRASTRUCTURE COST

The following table provides information on capital improvement costs related to Traffic. All information was provided and confirmed by the City of Banning's Public Works Department staff.

Project Name	2025 Total Cost
Int: 1 Highland Springs Avenue/16th Street-Cougar Way	$2,490,094
Int: 2 Highland Springs Avenue/F Street	$1,649,243
Int: 6 Highland Springs Avenue/Ramsey Street	$699,012
Int: 9 Highland Springs Avenue/Sun Lakes Boulevard	$728,380[69]
Int: 10 Highland Springs Avenue/Potrero Boulevard	$182,350[70]
Int: 12 Highland Home Road/Beaumont Road-G Street	$3,538,969
Int: 13 Highland Home Road/F Street	$3,101,067
Int: 14 Highland Home Road/D Street	$2,681,517
Int: 16 Highland Home Road/Ramsey Street	$492,344
Int: 17 Highland Home Road/Sun Lakes Boulevard–Westward Avenue	$795,486[71]
Int: 18 Sunset Avenue/Wilson Street	$2,944,786
Int: 19 Sunset Avenue/Ramsey Street	$1,380,051
Int: 20 Sunset Avenue/I-10 Westbound Ramps	$232,561
Int: 21 Sunset Avenue/I-10 Eastbound Ramps	$788,042
Int: 24 Sunrise Avenue/Wilson Street	$685,430
Int: 25 16th St/Wilson Street	$884,790
Int: 26 8th St/Wilson Street	$890,596
Int: 27 8th St/Ramsey Street	$336,151
Int: 28 8th St/I-10 Westbound Ramps	$867,984
Int: 29 8th St/I-10 Eastbound Ramps	$1,809,944
Int: 30 8th Street/Lincoln Street	$3,582,893
Int: 31 4th St/Wilson Street	$364,699
Int: 32 San Gorgonio Avenue/Wilson Street	$1,012,843
Int: 33 Hargrave Street/Ramsey Street	$2,362,201
Int: 34 Hargrave Street/I-10 Westbound Ramps	$1,056,125
Int: 35 Hargrave Street/I-10 Eastbound Ramps	$1,163,566
Int: 36 Hargrave Street/Lincoln Street	$3,112,154
I-10/Highland Springs Avenue Interchange	$49,236,594
Total Improvement Cost	**$89,069,875**

[69] Approximately 10% of this project has already been completed, as such this cost has been discounted by 10%.
[70] Approximately 50% of this project has already been completed, as such this cost has been discounted by 50%.
[71] Approximately 75% of this project has already been completed, as such this cost has been discounted by 75%.

APPENDIX G – WASTEWATER INFRASTRUCTURE COST

The following table provides information on capital improvement costs related to Wastewater. All information was provided and confirmed by the City of Banning's Public Works Department staff.

Project Name	Total CIP Cost[72]	Allocated to Existing Development[73]	Allocated to New Development at Buildout[74]
Gravity Mains			
WWGM-1 Gravity Main along Williams Street	$434,722	$434,722	$0
WWGM-2 Northern Segment of Gravity Main along Hathaway Street	$459,521	$459,521	$0
WWGM-3A Casing Under I-10	$665,212	$665,212	$0
WWGM-3B Gravity Main along Hathaway Street	$1,522,984	$1,522,984	$0
WWGM-4 Gravity Main along Ramsey Street	$459,521	$459,521	$0
WWGM-5 Gravity Main along Charles Street	$688,552	$688,552	$0
WWGM-6 Gravity Main along Livingston Street	$459,521	$459,521	$0
WWGM-7 Gravity Main along Fourth Street	$229,031	$229,031	$0
WWGM-8 Gravity Main along Charles Street	$688,552	$495,991	$192,561
WWGM-9 Gravity Main along Porter Street	$465,356	$186,726	$278,630
WWGM-10 Gravity Main along Porter Street	$3,838,095	$1,150,991	$2,687,104
WWGM-11 Gravity Main, Porter Street to WWTP	$2,248,006	$697,305	$1,550,701
WWGM-12 Gravity Main south of Charles Street to WWTP	$344,276	$131,292	$212,984
WWGM-13 Gravity Main along Wilson Street	$211,526	$175,056	$36,470
New Service Related Improvements			
Gravity Mains			
WWGM-15 Butterfield-Loma Linda Offsite Trunk	$1,269,154	$0	$1,269,154
WWGM-16 Westward Lift Station Bypass	$1,088,263	$468,274	$619,989
WWGM-17 RSG Main Trunk	$9,593,050	$0	$9,593,050
WWGM-18 Gravity Main along Wilson Street	$846,102	$0	$846,102
WWGM-19 Gravity Main for RMG	$634,577	$0	$634,577
WWGM-20 Gravity Main along Lincoln Street	$42,305	$0	$42,305
WWGM-21 Gravity Main along Cottonwood Road	$1,692,205	$0	$1,692,205
WWGM-22 Gravity Main along Fountain Street	$2,326,782	$0	$2,326,782
WWGM-23 Gravity Main along Longhorn Road	$8,462,483	$0	$8,462,483
WWGM-24 Gravity Main along Bobcat Road	$3,215,189	$0	$3,215,189
WWGM-25 Gravity Main along Sunset Avenue	$11,256,079	$0	$11,256,079
WWGM-26 Gravity Main along Westward Avenue	$1,269,154	$0	$1,269,154
WWGM-27 Gravity Main along Mias Canyon Road and Bluff Street	$5,289,599	$0	$5,289,599

[72] Represents the estimated CIP costs at 2025 prices.
[73] Represents the costs already identified to existing development, so that it is not factored into future development allocations.
[74] Represents the costs of projects assigned / associated with new development.

Project Name	Total CIP Cost[72]	Allocated to Existing Development[73]	Allocated to New Development at Buildout[74]
WWGM-28 Gravity Main along Florida Street	$634,577	$0	$634,577
WWGM-29 Gravity Main along Almond and Blanchard Street	$634,577	$0	$634,577
WWGM-30 Casing for Gravity Main Crossing I-10	$1,245,813	$0	$1,245,813
WWGM-31 Gravity Main along Lincoln Street	$1,269,154	$0	$1,269,154
WWGM-32 Gravity Main along Ramsey Street	$634,577	$0	$634,577
Force Mains			
WWFM-2 Force Main along Westward Avenue	$1,692,205	$0	$1,692,205
WWFM-3 Force Main along Porter Street	$1,903,730	$0	$1,903,730
WWFM-4 Force Main along Roadrunner Trail	$423,051	$0	$423,051
WWFM-5 Force Main Creek Crossing	$423,051	$0	$423,051
Lift Stations			
WWLS-2 Distribution Center Lift Station	$3,787,038	$0	$3,787,038
WWLS-3 Business Park Lift Station	$2,131,303	$0	$2,131,303
WWLS-4 Porter Street Lift Station	$1,569,666	$0	$1,569,666
WWLS-5 Roadrunner Trail Lift Station	$1,787,027	$0	$1,787,027
WWLS-6 Bluff Street Lift Station	$1,859,966	$0	$1,859,966
Rehabilitation and Replacement Projects			
Gravity Mains			
WWRR-1 Annual Sewer Replacement	$4,784,855	$4,784,855	$0
Lift Stations			
WWRR-2 Caltrans Lift Station Site Improvements	$215,902	$58,352	$157,550
WWRR-3 Westward Lift Station Site Improvements	$125,457	$125,457	$0
Treatment Plant Related Improvements			
WWTP-1 Digestor Cleaning	$218,820	$218,820	$0
WWTP-2 Heat Exchanger Repairs	$87,528	$87,528	$0
WWTP-3 Boiler Gas Control Valves	$116,704	$116,704	$0
WWTP-4 Digestor Gas Pipeline	$43,764	$43,764	$0
WWTP-5 WWTP Upgrade	$75,000,000	$13,875,000	$61,125,000
Total Costs	**$170,288,578**	**$27,535,177**	**$132,753,401**

APPENDIX H – WATER INFRASTRUCTURE

The following table provides information on capital improvement costs related to Water. All information was provided and confirmed by the City of Banning's Public Works Department staff.

Project Name	Total CIP Cost[75]	Allocated to Existing Development [76]	Allocated to New Development at Buildout[77]
Potable Water Facilities			
Pipelines			
PWP-1 New Transmission Main for Proposed Lower Main Well C-9	$603,942	$0	$603,942
PWP-2 New Transmission Main for Upper Main Reservoir 1 (RSG)	$7,466,124	$5,897,917	$1,568,207
PWP-4 New Transmission Main for Proposed Development in Main Zone (RSG	$12,090,511	$0	$12,090,511
PWP-6 New Transmission Main from Mountain Booster PS to Existing Mounta	$2,115,256	$0	$2,115,256
PWP-7 New Transmission Main for Proposed Development in Mountain North	$2,720,657	$0	$2,720,657
PWP-8 New Transmission Main for Proposed Upper Main Well C-10	$603,942	$0	$603,942
PWP-9 New Transmission Main for Mountain North Reservoir 1 & PS (Butterfie	$5,893,541	$2,828,608	$3,064,933
PWP-10 New Transmission Main for Upper Main Reservoir 2	$574,766	$0	$574,766
PWP-11 New Transmission Main for Proposed Development in Upper Butterfield (Zone1)	$603,942	$0	$603,942
PWP-12 New Transmission Main for Proposed Upper Butterfield Reservoir (Butte (Zone 1)	$2,720,657	$0	$2,720,657
PWP-13 Water Canyon Pipe Phase 2 (City's Existing CIP)	$4,741,091	$4,741,091	$0
PWP-14 New Transmission Main for Proposed Upper Main Well C-10	$1,209,343	$0	$1,209,343
PWP-15 New Transmission Main for Proposed Foothill West Well C-8	$603,942	$0	$603,942
PWP-16 New Transmission Main for Proposed Upper Main Well C-12	$603,942	$0	$603,942
PWP-17 New Transmission Main for Foothill West Reservior 2	$4,533,942	$0	$4,533,942
PWP-18 New Transmission Main for Upper Main Reservoir 3	$6,045,256	$0	$6,045,256
PWP-20 New Transmission Main for (Lorna) Loma Linda Reservoir 1 & PS	$4,533,942	$0	$4,533,942
Booster Pump Stations			
PWPU-1.a Upgrade Existing Mountain Booster Pump Station	$3,282,294	$3,282,294	$0

[75] Represents the estimated CIP costs at 2025 prices.
[76] Represents the costs already identified to existing development, so that it is not factored into future development allocations.
[77] Represents the costs of projects assigned / associated with new development.

Project Name	Total CIP Cost[75]	Allocated to Existing Development [76]	Allocated to New Development at Buildout[77]
PWPU-1.b Demolish Existing Mountain Booster Pump Station	$242,160	$242,160	$0
PWPU-2 New Foothill West Pump Station	$4,500,000	$0	$4,500,000
PWPU-3 New Mountain 2 Booster Pump Station	$2,340,000	$1,123,200	$1,216,800
PWPU-5 Add VFD to Well C-5	$0	$0	$0
PWPU-6 New Upper Butterfield Zone Pump Station (Zone 1)	$4,000,000	$0	$4,000,000
PWPU-7 New Loma Linda Pump Station	$4,500,000	$0	$4,500,000
Storage			
PWS-1 Proposed Upper Main Reservoir 1	$19,343,651	$15,280,901	$4,062,750
PWS-3 Proposed Mountain North Reservoir 1	$8,160,512	$3,916,870	$4,243,641
PWS-4 Proposed Upper Main Reservoir 2	$19,343,651	$0	$19,343,651
PWS-5 Proposed Upper Butterfield Reservoir (Zone 1)	$5,439,855	$0	$5,439,855
PWS-6 Proposed Foothill West Reservoir 2	$8,160,512	$0	$8,160,512
PWS-7 Proposed Upper Main Reservoir 3	$38,083,360	$0	$38,083,360
PWS-9 Proposed Loma (Lorna) Linda Reservoir 1	$5,439,855	$0	$5,439,855
Wells			
PWW-1 Proposed Main Zone Well C-9	$4,992,004	$0	$4,992,004
PWW-2 Convert Well M-7 to Supply the Upper Main Pressure Zone	$278,630	$0	$278,630
PWW-3 Convert Well M-'12 to Supply the Upper Main Pressure Zone	$278,630	$0	$278,630
PWW-4 Proposed Upper Main Well C-10	$6,202,806	$0	$6,202,806
PWW-5 Proposed Upper Main Well C-11	$6,201,347	$0	$6,201,347
PWW-7 Proposed Upper Main Well C-12	$6,201,347	$0	$6,201,347
Valves			
PWV-2 New Pressure Reducing Valve for Rancho San Gorgonio	$497,450	$0	$497,450
PWV-3 Foothill West to Upper Main Zone Pressure Reducing Station	$993,441	$0	$993,441
PWV-4 C2 PRVs'l& 2	$993,441	$0	$993,441
PWRZ-1 New Pressure Reducing Valves for Re-Zoning	$4,994,922	$4,994,922	$0
Wateryard			
Wateryard	$5,403,822	$2,437,796	$2,966,026
Recycled Water Facilities			
Pipelines			
RWP-3 Banning High School Lateral	$750,000	$0	$750,000
RWP-4 Rancho San Gorgonio Lateral	$301,971	$0	$301,971
RWP-5 Neighborhood Park Lateral	$211,526	$0	$211,526
RWP-6 Dysart Park Lateral	$1,480,679	$0	$1,480,679
RWP-7 Five Bridges Development Lateral	$290,301	$0	$290,301
RWP-9 Five Bridges Basin Pipeline	$2,393,886	$1,076,592	$1,317,294
RWP-10 WWTP Basin Pipeline	$797,962	$358,864	$439,098

Project Name	Total CIP Cost[75]	Allocated to Existing Development [76]	Allocated to New Development at Buildout[77]
Valves			
RWV-1 BCVWD Co-Owned Wells and Interconnect Buildings (2)	$8,000,000	$0	$8,000,000
Other			
RWO-1 Five Bridges Site Improvements	$4,659,398	$4,659,398	$0
RWO-2 WWTP Basin Site Improvements	$599,566	$599,566	$0
RWO-3 Hydrogeological Study	$218,820	$218,820	$0
RWO-4 Monitoring Wells and Lysimeters	$4,353,051	$4,353,051	$0
RWO-5 404 Permitting	$291,759	$291,759	$0
RWO-6 Recycled Water Master Plan Update	$194,020	$194,020	$0
Title 22 Improvements	$4,741,091	$0	$4,741,091
Total Costs	**$246,822,511**	**$56,497,829**	**$190,324,683**

ORDINANCE NO. 1616

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AMENDING CHAPTER 15.68 - DEVELOPMENT IMPACT FEES OF THE BANNING MUNICIPAL CODE, INCLUDING SECTIONS 15.68.010, 15.68.020, 15.68.030, 15.68.040, 15.68.050, 15.68.060, 15.68.070, AND ADDING SECTION 15.68.080 ELECTRIC FACILITIES DEVELOPMENT IMPACT FEES

WHEREAS, On September 24, 2019, the City Council adopted Ordinance 1551 establishing Chapter 15.68 “Development Impact Fees” of the Banning Municipal Code; and

WHEREAS, Chapter 15.68 provides that Development Impact Fees shall be pain in am amount established by resolution of the City Council; and

WHEREAS, Matrix Consulting Group has prepared a Development Impact Fee (DIF) Study dated February 2026 in compliance with the Mitigation Fee Act, Government Code Section 66000 et seq.; and

WHEREAS, the City Council has adopted by Resolution updated Development Impact Fees including the addition of a new Electric Facility Development Impact Fee

NOW, THEREFORE, The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Incorporation of Recitals. The recitals reflected above are true and correct and incorporated herein by this reference.

SECTION 2. CEQA. The City Council finds that the actions contemplated by the Ordinance are not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4), as the action relates to the creation of government funding mechanisms or other governmental fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The action is statutorily exempt from CEQA under section 15273(a)(4) to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of obtaining funds for capital project, necessary to maintain service within existing service areas. The capital projects described in the Development Impact Fee (DIF) Study will maintain the level of service currently provided by the City’s existing electric, fire, general facilities, parks, traffic, wastewater, and water facilities by ensuring that the impacts of new development will not negatively impact existing service levels within existing service areas.

SECTION 3. Findings. The City Council hereby finds and determines the following in connection with the adoption of this ordinance:

> All other prerequisites to the adoption of this Ordinance, the approval of the Development Impact Fee (DIF) Study prepared by Matrix Consulting Group dated February 2026, the proposed new Electric Impact Fee, the updated Fire, General Facilities, Parks, Traffic, Wastewater, and Water Impact Fees, as specified by the Mitigation Fee Act (Cal. Gov. Code section 66000 et seq.) and all other applicable laws have been satisfied.

SECTION 4. Approval. The City Council hereby approves Ordinance 1616 amending Chapter 15.68 “Development Impact Fees” as set forth in Exhibit A. Exhibit A is attached hereto and incorporated herein by this reference.

SECTION 5. Effective Date and Publication. The Mayor shall sign, and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect thirty (30) days after adoption in accordance with Government Code Section 36937.

SECTION 6. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 7. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Banning Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Banning, California, held on the 24th day of February, 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the 10th day of March, 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Richard Royce, Mayor
City of Banning

Attest:

_____

Sandra Calderon, Deputy Administrative City Clerk
City of Banning

Approved as to form:

_____

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

Chapter 15.68 DEVELOPMENT IMPACT FEES

15.68.010 Fire protection facilities development impact fee.

A. Findings and Intent.

1. New residential and nonresidential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for fire protection facilities.

2. Failure to enhance the ability of the city's fire protection facilities system to accommodate additional service calls will make it more difficult for residents, employers, and employees to obtain the fire services they need.

3. Sources of city revenue other than fire protection facilities development impact fees, including tax revenues that will be paid by new residential and nonresidential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on fire facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's fire facilities system. The city may therefore require developers to mitigate fire protection facilities impacts caused by their development and to pay a fire protection facilities development impact fee that will be used to mitigate those impacts by constructing fire facilities pursuant to the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of fire protection facilities development impact fees collected pursuant to this section shall be limited to the cost of fire protection facilities necessary to mitigate the impact attributable to new development. The amount of fire protection facilities development impact fees collected shall not include the cost of fire protection facilities necessary to address the impacts of existing development.

B. Residential Fire Protection Facilities Fee Required.

1. Except as provided in subsection D of this section, the required fire protection facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required fire protection facilities development impact fee shall be due and paid on a lump-sum basis on the date ~~the first dwelling in the development or development phase receives its final building inspection, or~~ of the issuance of certificate of occupancy~~, whichever occurs first~~.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the fire protection facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the fire protection facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

~~3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the building and safety division of the community development department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.~~

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Fire Protection Facilities Fee Required.

1. Except as provided in subsection D of this section, the required fire protection facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required fire protection facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the ~~building permit~~certificate of occupancy.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the fire protection facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the fire protection facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Fire Protection Facilities Fee—Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of fire protection facilities development impact fees:

   a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

   b. Accessory dwelling units and second units as defined in section 17.04.070.

   c. The remodeling or rebuilding of an existing nonresidential structure, provided the remodeling or rebuilding does not do any of the following:

      i. Increase the square footage of the structure by more than fifty percent above that of the previously existing structure;

      ii. Change the use to which the property or structure is to be put; or

      iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

   d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

   e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the fire protection facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which fire protection facilities development impact fees are assessed to the developer, or equivalent or comparable fire protection facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the fire protection facilities development impact fee required by subsections B and C of this section if the developer constructs fire protection facilities improvements pursuant to the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The fire protection facilities development impact fee may be reduced by the amount of fire protection facilities improvement costs that would be reasonably incurred by the city in building those same fire protection facilities improvements. The amount of such reduction shall be subject to the approval of the community development director, with concurrence from the fire chief, prior to construction of the fire protection facilities improvement.

4. A developer may be entitled to a reduction in the amount of the fire protection facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The fire protection facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of fire protection facilities improvements. The amount of such reduction shall not exceed the amount of the fire protection facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the fire protection facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the fire protection facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the fire protection facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the fire protection facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E, then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the ninety-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all fire protection facilities development impact fees paid and collected pursuant to this section shall be placed into one or more separate account(s) established for such fee and used solely for the purpose of constructing fire protection facilities improvements pursuant to the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the community

development director authorizes minor alterations, with the concurrence of the fire chief, to such plans or budget, then those alterations shall not affect the ability of the city to use fire protection facilities development impact fees collected pursuant to this section for the purpose of constructing fire protection facilities improvements in accordance with the most current fire facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the fire protection facilities development impact fee amount, an applicant subject to the payment of fire protection facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1 of this section for residential fire protection facilities development impact fees or subsection C.1 of this section for nonresidential fire facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the fire protection facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the ~~Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index)~~Construction Cost Index as published in the Engineering News-Record (or successor publication), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new fire facilities plan, capital improvement plan, or city budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.).

15.68.020 Police facilities development impact fee.

A. Findings and Intent.

1. New residential and nonresidential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for police facilities.

2. Failure to enhance the ability of the city's police facilities system to accommodate additional service calls will make it more difficult for residents, employers, and employees to obtain the police services they need.

3. Sources of city revenue other than police facilities development impact fees, including tax revenues that will be paid by new residential and nonresidential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on police facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's police facilities system. The city may therefore require developers to mitigate police facilities impacts caused by their development and to pay a police facilities development impact fee that will be used to mitigate those impacts by constructing police facilities pursuant to the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of police facilities development impact fees collected pursuant to this section shall be limited to the cost of police facilities necessary to mitigate the impact attributable to new development. The amount of police facilities development impact fees collected shall not include the cost of police facilities necessary to address the impacts of existing development.

B. Residential Police Facilities Fee Required.

1. Except as provided in subsection D of this section, the required police facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required police facilities development impact fee shall be due and paid on a lump-sum basis on the date the ~~first dwelling in the development or development phase receives its final building inspection, or~~ of the issuance of certificate of occupancy~~, whichever occurs first~~.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the police facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the police facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

~~3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the building and safety division of the community development department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.~~

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Police Facilities Fee Required.

1. Except as provided in subsection D of this section, the required police facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required police facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the ~~building permit~~certificate of occupancy.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the police facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the police facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Police Facilities Fee—Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of police facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in section 17.04.070.

c. The remodeling or rebuilding of an existing nonresidential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than fifty percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the police facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which police facilities development impact fees are assessed to the developer, or equivalent or comparable police facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the police facilities development impact fee required by subsections B and C of this section if the developer constructs police facilities improvements pursuant to the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The police facilities development impact fee may be reduced by the amount of police facilities improvement costs that would be reasonably incurred by the city in building those same police facilities improvements. The amount of such reduction shall be subject to the approval of the community development director, with concurrence from the police chief, prior to construction of the police facilities improvement.

4. A developer may be entitled to a reduction in the amount of the police facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The police facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of police facilities improvements. The amount of such reduction shall not exceed the amount of the police facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the police facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the police facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the police facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the police facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E, then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the ninety-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all police facilities development impact fees paid and collected pursuant to this section shall be placed into one or more separate account(s) established for such fee and used solely for the purpose of constructing police facilities improvements pursuant to the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the community development director authorizes, with concurrence from the police chief, minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use police facilities development impact fees collected pursuant to this section for the purpose of constructing police facilities improvements in accordance with the most current police facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the police facilities development impact fee amount, an applicant subject to the payment of police facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1 of this section for residential police facilities development impact fees or subsection C.1 of this section for nonresidential police facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the police facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Construction Cost Index as published in the Engineering News-Record (or successor publication) ~~Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index)~~, as specified in the resolution that adopts the fee amount or by the periodic preparation of a new police facilities plan, capital improvement plan, or city budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.).

15.68.030 General city facilities development impact fee.

A. Findings and Intent.

1. New residential and nonresidential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for general city facilities.

2. Failure to enhance the ability of the city's general city facilities system to accommodate additional service calls will make it more difficult for residents, employers, and employees to obtain the general city services they need.

3. Sources of city revenue other than general city facilities development impact fees, including tax revenues that will be paid by new residential and nonresidential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on general city facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's general city facilities system. The city may therefore require developers to mitigate general city facilities impacts caused by their development and to pay a general city facilities development impact fee that will be used to mitigate those impacts by constructing general city facilities pursuant to the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of general city facilities development impact fees collected pursuant to this section shall be limited to the cost of general city facilities necessary to mitigate the impact attributable to new development. The amount of general city facilities development impact fees collected shall not include the cost of general city facilities necessary to address the impacts of existing development.

B. Residential General City Facilities Fee Required.

1. Except as provided in subsection D of this section, the required general city facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required general city facilities development impact fee shall be due and paid on a lump-sum basis on the date the ~~first dwelling in the development or development phase receives its final building inspection, or~~of the issuance of certificate of occupancy~~, whichever occurs first~~.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the general city facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the general city facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

~~3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the building and safety division of the community development department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.~~

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential General City Facilities Fee Required.

1. Except as provided in subsection D of this section, the required general city facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required general city facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the ~~building permit~~certificate of occupancy.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the general city facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the general city facilities development impact fee. In calculating such fee, the community

development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. General City Facilities Fee—Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of general city facilities development impact fees:

   a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

   b. Accessory dwelling units and second units as defined in section 17.04.070.

   c. The remodeling or rebuilding of an existing nonresidential structure, provided the remodeling or rebuilding does not do any of the following:

      i. Increase the square footage of the structure by more than fifty percent above that of the previously existing structure;

      ii. Change the use to which the property or structure is to be put; or

      iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

   d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

   e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the general city facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which general city facilities development impact fees are assessed to the developer, or equivalent or comparable general city facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the general city facilities development impact fee required by subsections B and C of this section if the developer constructs general city facilities improvements pursuant to the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The general city facilities development impact fee may be reduced by the amount of general city facilities improvement costs that would be reasonably incurred by the city in building those same general city facilities improvements. The amount of such reduction shall be subject to the approval of the community development director, with concurrence from the public works director, prior to construction of the general city facilities improvement.

4. A developer may be entitled to a reduction in the amount of the general city facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The general city facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of general city facilities improvements. The amount of such reduction shall not exceed the amount of the general city facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the general city facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the general city facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the general city facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the general city facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E, then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the ninety-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all general city facilities development impact fees paid and collected pursuant to this section shall be placed into one or more separate account(s) established for such fee and used solely for the purpose of constructing general city facilities improvements pursuant to the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the community development director authorizes minor alterations to such plans or budget, with the concurrence of the public works director, then those alterations shall not affect the ability of the city to use general city facilities development impact fees collected pursuant to this section for the purpose of constructing general city facilities improvements in accordance with the most current general city facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the general city facilities development impact fee amount, an applicant subject to the payment of general city facilities development impact fees required by subsections B or C of this section must pay the

amount of the fee that is in effect when the fee becomes due as provided in subsection B.1 of this section for residential general city facilities development impact fees or subsection C.1 of this section for nonresidential general city facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the general city facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Construction Cost Index as published in the Engineering News-Record (or successor publication)~~Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index)~~, as specified in the resolution that adopts the fee amount or by the periodic preparation of a new general city facilities plan, capital improvement plan, or city budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.).

15.68.040 Traffic control facilities development impact fee.

A. Findings and Intent.

1. New residential and nonresidential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for traffic control facilities.

2. Failure to enhance the ability of the city's traffic control facilities system to accommodate increased traffic will make it more difficult for residents, employers, and employees to access residences and places of employment and could cause unacceptable harm to the quality of life in the city.

3. Sources of city revenue other than traffic control facilities development impact fees, including tax revenues that will be paid by new residential and nonresidential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on traffic control facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's traffic control facilities system. The city may therefore require developers to mitigate traffic control facilities impacts caused by their development and to pay a traffic control facilities development impact fee that will be used to mitigate those impacts by constructing traffic control facilities pursuant to the most current traffic control facilities plan.

5. The amount of traffic control facilities development impact fees collected pursuant to this section shall be limited to the cost of traffic control facilities necessary to mitigate the impact attributable to new development. The amount of traffic control facilities development impact fees collected shall not include the cost of traffic control facilities necessary to address the impacts of existing development.

B. Residential Traffic Control Facilities Fee Required.

1. Except as provided in subsection D of this section, the required traffic control facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required traffic control facilities development impact fee shall be due and paid on a lump-sum basis on the date ~~the first dwelling in the development or development phase receives its final building inspection, or~~ of the issuance of the certificate of occupancy~~, whichever occurs first~~.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the traffic control facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the traffic control facilities development impact fee. In calculating such fee, the community

development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

~~3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the building and safety division of the community development department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.~~

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Traffic Control Facilities Fee Required.

1. Except as provided in subsection D of this section, the required traffic control facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required traffic control facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the ~~building permit~~ certificate of occupancy.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the traffic control facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the traffic control facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Traffic Control Facilities Fee—Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of traffic control facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in section 17.04.070.

c. The remodeling or rebuilding of an existing nonresidential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than fifty percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the traffic control facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which traffic control facilities development

impact fees are assessed to the developer, or equivalent or comparable traffic control facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the traffic control facilities development impact fee required by subsections B and C of this section if the developer constructs traffic control facilities improvements pursuant to the most current traffic control facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The traffic control facilities development impact fee may be reduced by the amount of traffic control facilities improvement costs that would be reasonably incurred by the city in building those same traffic control facilities improvements. The amount of such reduction shall be subject to the approval of the community development director, with concurrence from the public works director, prior to construction of the traffic control facilities improvement.

4. A developer may be entitled to a reduction in the amount of the traffic control facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current traffic control facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The traffic control facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of traffic control facilities improvements. The amount of such reduction shall not exceed the amount of the traffic control facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the traffic control facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the traffic control facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the traffic control facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the traffic control facilities development

impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E, then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the ninety-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all traffic control facilities development impact fees paid and collected pursuant to this section shall be placed into one or more separate account(s) established for such fee and used solely for the purpose of constructing traffic control facilities improvements pursuant to the most current traffic control facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the community development director authorizes, with the concurrence from the public works director, minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use traffic control facilities development impact fees collected pursuant to this section for the purpose of constructing traffic control facilities improvements in accordance with the most current traffic control facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the traffic control facilities development impact fee amount, an applicant subject to the payment of traffic control facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1 of this section for residential traffic control facilities development impact fees or subsection C.1 of this section for nonresidential traffic control facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the traffic control facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Construction Cost Index as published in the Engineering News-Record (or successor publication)~~Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index)~~, as specified in the resolution that adopts the fee amount or by the periodic preparation of a new traffic control facilities plan, capital improvement plan, or budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.).

15.68.050 Parkland and park facilities development impact fee.

A. Findings and Intent.

1. New residential development in the city has attracted and will continue to attract residents to the city, and there is a causal connection between such development projects and the increased need for parkland and park facilities.

2. Failure to enhance the ability of the city's parkland and park facilities system to accommodate increases in residents will make it more difficult for residents to access parks and could cause unacceptable harm to the quality of life in the city.

3. Sources of city revenue other than parkland and park facilities development impact fees, including tax revenues that will be paid by new residential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on parkland and park facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's parkland and park facilities system. The city may therefore require developers to mitigate parkland and park facilities impacts caused by their development and to pay a parkland and park facilities development impact fee that will be used to mitigate those impacts by constructing parkland and park facilities pursuant to the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of parkland and park facilities development impact fees collected pursuant to this section shall be limited to the cost of parkland and park facilities necessary to mitigate the impact attributable to new development. The amount of parkland and park facilities development impact fees collected shall not include the cost of parkland and park facilities necessary to address the impacts of existing development.

B. Residential Parkland and Park Facilities Fee Required.

1. Except as provided in subsection C of this section, the required parkland and park facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required parkland and park facilities development impact fee shall be due and paid on a lump-sum basis on the date ~~the first dwelling in the development or development phase receives its final building inspection, or~~of the issuance of certificate of occupancy~~, whichever occurs first~~.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the parkland and park facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the parkland and park facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

~~3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the Building and Safety Division of the community development department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.~~

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Parkland and Park Facilities Fee—Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of parkland and park facilities development impact fees:

   a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

   b. Accessory dwelling units and second units as defined in section 17.04.070.

   c. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

   d. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the parkland and park facilities development impact fee requirements of subsection B of this section if the developer enters into a development agreement with the city pursuant to which parkland and park facilities development

impact fees are assessed to the developer, or equivalent or comparable parkland and park facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the parkland and park facilities development impact fee required by subsection B of this section if the developer constructs parkland and park facilities improvements pursuant to the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The parkland and park facilities development impact fee may be reduced by the amount of parkland and park facilities improvement costs that would be reasonably incurred by the city in building those same parkland and park facilities improvements. The amount of such reduction shall be subject to the approval of the community development director, with concurrence from the parks and recreation director, prior to construction of the parkland and park facilities improvement.

4. A developer may be entitled to a reduction in the amount of the parkland and park facilities development impact fee required by subsection B of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The parkland and park facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of parkland and park facilities improvements. The amount of such reduction shall not exceed the amount of the parkland and park facilities development impact fee required by subsection B of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the parkland and park facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

D. Appeals.

1. A developer subject to the parkland and park facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the parkland and park facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the parkland and park facilities

development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection D, then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the ninety-day protest period has begun.

E. Use of Funds. Pursuant to California Government Code Section 66006, all parkland and park facilities development impact fees paid and collected pursuant to this section shall be placed into one or more separate account(s) established for such fee and used solely for the purpose of constructing parkland and park facilities improvements pursuant to the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the community development director, with concurrence from the parks and recreation director, authorizes minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use parkland and park facilities development impact fees collected pursuant to this section for the purpose of constructing parkland and park facilities improvements in accordance with the most current parkland and park facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

F. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the parkland and park facilities development impact fee amount, an applicant subject to the payment of parkland and park facilities development impact fees required by subsection B of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1 of this section for residential parkland and park facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

G. Periodic Adjustment to Fee Amount. The amount of the parkland and park facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Construction Cost Index as published in the Engineering News-Record (or successor publication)~~Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index)~~, as specified in the resolution that adopts the fee amount or by the periodic preparation of a new parkland and park facilities plan, capital improvement plan, or city budget, as applicable, and required studies prepared and adopted pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.).

15.68.060 Wastewater facilities development impact fee.

A. Findings and Intent.

1. New residential and nonresidential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for wastewater facilities.

2. Failure to enhance the ability of the city's wastewater facilities system to accommodate additional service calls will make it more difficult for residents, employers, and employees to obtain the wastewater services they need.

3. Sources of city revenue other than wastewater facilities development impact fees, including tax revenues that will be paid by new residential and nonresidential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on wastewater facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's wastewater facilities system. The city may therefore require developers to mitigate wastewater facilities impacts caused by their development and to pay a wastewater facilities development impact fee that will be used to mitigate those impacts by constructing wastewater facilities pursuant to the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of wastewater facilities development impact fees collected pursuant to this section shall be limited to the cost of wastewater facilities necessary to mitigate the impact attributable to new development. The amount of wastewater facilities development impact fees collected shall not include the cost of wastewater facilities necessary to address the impacts of existing development.

B. Residential Wastewater Facilities Fee Required.

1. Except as provided in subsection D of this section, the required wastewater facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required wastewater facilities development impact fee shall be due and paid on a lump-sum basis on the date ~~the first dwelling in the development or development phase receives its final building inspection, or~~of the issuance of certificate of occupancy~~, whichever occurs first~~.

2. The ~~public works~~community development director, or his or her designee, shall be responsible for calculating the amount of the wastewater facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the wastewater facilities development impact fee. In calculating such fee, the ~~public works~~community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

~~3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the building and safety division of the community development department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.~~

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Wastewater Facilities Fee Required.

1. Except as provided in subsection D of this section, the required wastewater facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required wastewater facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the ~~building permit~~certificate of occupancy.

2. The ~~public works~~community development director, or his or her designee, shall be responsible for calculating the amount of the wastewater facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the wastewater facilities development impact fee. In calculating such fee, the ~~public works~~community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Wastewater Facilities Fee—Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of wastewater facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in section 17.04.070.

c. The remodeling or rebuilding of an existing nonresidential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than fifty percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

d. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

e. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the wastewater facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which wastewater facilities development impact fees are assessed to the developer, or equivalent or comparable wastewater facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the wastewater facilities development impact fee required by subsections B and C of this section if the developer constructs wastewater facilities improvements pursuant to the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The wastewater facilities development impact fee may be reduced by the amount of wastewater facilities improvement costs that would be reasonably incurred by the city in building those same wastewater facilities improvements. The amount of such reduction shall be subject to the approval of the public works director prior to construction of the wastewater facilities improvement.

4. A developer may be entitled to a reduction in the amount of the wastewater facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The wastewater facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of wastewater facilities improvements. The amount of such reduction shall not exceed the amount of the wastewater facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the wastewater facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the wastewater facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the wastewater facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be

made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the wastewater facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E, then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the ninety-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all wastewater facilities development impact fees paid and collected pursuant to this section shall be placed into one or more separate account(s) established for such fee and used solely for the purpose of constructing wastewater facilities improvements pursuant to the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the public works director authorizes minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use wastewater facilities development impact fees collected pursuant to this section for the purpose of constructing wastewater facilities improvements in accordance with the most current wastewater facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the wastewater facilities development impact fee amount, an applicant subject to the payment of wastewater facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1 of this section for residential wastewater facilities development impact fees or subsection C.1 of this section for nonresidential wastewater facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the wastewater facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Construction Cost Index as published in the Engineering News-Record (or successor publication)~~Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index)~~, as specified in the resolution that adopts the fee amount or by the periodic preparation of a new wastewater facilities plan,

capital improvement plan, or city budget, as applicable and required studies prepared and adopted pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.).

15.68.070 Water facilities development impact fee.

A. Findings and Intent.

1. New residential and nonresidential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for water facilities.

2. Failure to enhance the ability of the city's water facilities system to accommodate additional service connections will make it more difficult for residents, employers, and employees to obtain the water services they need.

3. Sources of city revenue other than water facilities development impact fees, including tax revenues that will be paid by new residential and nonresidential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on water facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's water facilities system. The city may therefore require developers to mitigate water facilities impacts caused by their development and to pay a water facilities development impact fee that will be used to mitigate those impacts by constructing water facilities pursuant to the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of water facilities development impact fees collected pursuant to this section shall be limited to the cost of water facilities necessary to mitigate the impact attributable to new development. The amount of water facilities development impact fees collected shall not include the cost of water facilities necessary to address the impacts of existing development.

B. Residential Water Facilities Fee Required.

1. Except as provided in subsection D of this section, the required water facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required water facilities development impact fee shall be due and paid on a lump-sum basis on the date ~~the first dwelling in the development or development phase receives its final building inspection, or~~ of the issuance of certificate of occupancy~~, whichever occurs first~~.

2. The ~~public works~~community development director, or his or her designee, shall be responsible for calculating the amount of the water facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the water facilities development impact fee. In calculating such fee, the ~~public works~~community development director director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

~~3. For the purposes of this subsection B, "final building inspection" shall mean the physical inspection of the building by the building and safety division of the community development department of the city for compliance with all applicable building codes and the issuance by all applicable city, county, regional, state, and federal agencies of their respective clearances for occupancy.~~

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Water Facilities Fee Required.

1. Except as provided in subsection D of this section, the required water facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required water facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the ~~building permit~~ certificate of occupancy.

2. The ~~public works~~community development director, or his or her designee, shall be responsible for calculating the amount of the water facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the water facilities development impact fee. In calculating such fee, the ~~public works~~community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Water Facilities Fee—Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of water facilities development impact fees:

   a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

   b. Accessory dwelling units and second units as defined in section 17.04.070.

   c. The remodeling or rebuilding of an existing nonresidential structure, provided the remodeling or rebuilding does not do any of the following:

      i. Increase the square footage of the structure by more than fifty percent above that of the previously existing structure;

      ii. Change the use to which the property or structure is to be put; or

      iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

   c. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

   d. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the water facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which water facilities development impact fees are assessed to the developer, or equivalent or comparable water facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the water facilities development impact fee required by subsections B and C of this section if the developer constructs water facilities improvements pursuant to the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The water facilities development impact fee may be reduced by the amount of water facilities improvement costs that would be reasonably incurred by the city in building those same water facilities improvements. The amount of such reduction shall be subject to the approval of the public works director prior to construction of the water facilities improvement.

4. A developer may be entitled to a reduction in the amount of the water facilities development impact fee required by subsections B and C of this section if the development is located in an assessment

district that has been formed to construct facilities pursuant to the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The water facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of water facilities improvements. The amount of such reduction shall not exceed the amount of the water facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the water facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the water facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the water facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the water facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E, then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the ninety-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all water facilities development impact fees paid and collected pursuant to this section shall be placed into one or more separate account(s) established for such fee and used solely for the purpose of constructing water facilities improvements pursuant to the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the public works director authorizes minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use water facilities development impact fees collected pursuant to this section for the purpose of constructing water

facilities improvements in accordance with the most current water facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the water facilities development impact fee amount, an applicant subject to the payment of water facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1 of this section for residential water facilities development impact fees or subsection C.1 of this section for nonresidential water facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the water facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Construction Cost Index as published in the Engineering News-Record (or successor publication)~~Consumer Price Index for All Urban Consumers (CPI-U): Riverside-San Bernardino-Ontario (or any successor index)~~, as specified in the resolution that adopts the fee amount or by the periodic preparation of a new water facilities plan, capital improvement plan, or city budget, as applicable and required studies prepared and adopted pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.).

15.68.080 Electric facilities development impact fee.

A. Findings and Intent.

1. New residential and nonresidential development in the city has attracted and will continue to attract employees and residents to the city, and there is a causal connection between such development projects and the increased need for electric facilities.

2. Failure to enhance the ability of the city's electric facilities system to accommodate additional service connections will make it more difficult for residents, employers, and employees to obtain the electric services they need.

3. Sources of city revenue other than electric facilities development impact fees, including tax revenues that will be paid by new residential and nonresidential development, will be needed for many public purposes and therefore will not be sufficient to offset the burdens on electric facilities created by new development.

4. It is the intent of the city to require every person or organization that develops land to mitigate the impacts of that development on the city's electric facilities system. The city may therefore require developers to mitigate electric facilities impacts caused by their development and to pay an electric facilities development impact fee that will be used to mitigate those impacts by constructing electric facilities pursuant to the most current electric facilities plan, the most current capital improvement plan, or the annual budget process, as applicable.

5. The amount of electric facilities development impact fees collected pursuant to this section shall be limited to the cost of electric facilities necessary to mitigate the impact attributable to new development. The amount of electric facilities development impact fees collected shall not include the cost of electric facilities necessary to address the impacts of existing development.

B. Residential Electric Facilities Fee Required.

1. Except as provided in subsection D of this section, the required electric facilities development impact fee for a residential building shall be paid in an amount established by resolution of the city council. The required electric facilities development impact fee shall be due and paid on a lump-sum basis on the date of the issuance of certificate of occupancy.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the electric facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the electric facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

4. For the purposes of this subsection B, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms with all the applicable provisions of this Code, ordinances, and conditions of approval.

C. Nonresidential Electric Facilities Fee Required.

1. Except as provided in subsection D of this section, the required electric facilities development impact fee for a nonresidential development shall be paid in an amount established by resolution of the city council. The required electric facilities development impact fee shall be due and paid on a lump-sum basis upon issuance of the certificate of occupancy.

2. The community development director, or his or her designee, shall be responsible for calculating the amount of the electric facilities development impact fee required for each development project based on the applicable land use category and corresponding rate specified in the resolution that adopts the electric facilities development impact fee. In calculating such fee, the community development director shall utilize the fee rate that is assigned to the land use category that is most applicable to the development project.

3. For the purposes of this subsection C, "certificate of occupancy" shall mean a document issued by the proper authority allowing the occupancy or use of a building and certifying that the structure, building or development conforms to all the applicable building codes, this Code, and conditions of approval.

D. Electric Facilities Fee—Exemption or Reduction.

1. The following uses and types of developments may be exempted from the payment of electric facilities development impact fees:

a. Any residential development that does not increase the number of permanent housing units on the parcel where the construction takes place, such as remodeling or rebuilding existing units.

b. Accessory dwelling units and second units as defined in section 17.04.070.

c. The remodeling or rebuilding of an existing nonresidential structure, provided the remodeling or rebuilding does not do any of the following:

i. Increase the square footage of the structure by more than fifty percent above that of the previously existing structure;

ii. Change the use to which the property or structure is to be put; or

iii. Increase the average daily trips generated from the property above the amount generated by the prior use of the property.

c. Publicly owned facilities, including, without limitation, public libraries, public administration facilities, public parks, public utilities, schools, and related facilities.

d. Facilities serving the health and safety of the public, including, without limitation, hospitals, police, fire, and safety facilities.

2. A developer may be exempted or allowed a reduction in fees from the electric facilities development impact fee requirements of subsections B and C of this section if the developer enters into a development agreement with the city pursuant to which electric facilities development impact fees are

assessed to the developer, or equivalent or comparable electric facilities improvements are implemented by the developer.

3. A developer may be entitled to a reduction in the amount of the electric facilities development impact fee required by subsections B and C of this section if the developer constructs electric facilities improvements pursuant to the most current electric facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The electric facilities development impact fee may be reduced by the amount of electric facilities improvement costs that would be reasonably incurred by the city in building those same electric facilities improvements. The amount of such reduction shall be subject to the approval of the public works director prior to construction of the electric facilities improvement.

4. A developer may be entitled to a reduction in the amount of the electric facilities development impact fee required by subsections B and C of this section if the development is located in an assessment district that has been formed to construct facilities pursuant to the most current electric facilities plan, the most current capital improvement plan, or the annual budget process, as applicable. The electric facilities development impact fee may be reduced by the amount of the total assessment placed upon the development for the costs of electric facilities improvements. The amount of such reduction shall not exceed the amount of the electric facilities development impact fee required by subsections B and C of this section.

5. If a fee exemption or a fee reduction is granted pursuant to this subsection D, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption or fee reduction, and the applicant shall be subject to the electric facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

E. Appeals.

1. A developer subject to the electric facilities development impact fee required by this section for a particular project may apply to the city manager, or his or her designee, for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the electric facilities level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The application shall be made in writing and filed with the city manager, or his or her designee, prior to the issuance of building permit. If a development review is not required for the development, then the application shall be made in writing and filed not later than the time at which the building permit is issued. The application shall state in detail the factual basis for the request for reduction.

2. The city manager, or his or her designee, shall make a decision on the application for adjustment within thirty calendar days after the application has been filed. Notice of the city manager's, or his or her designee's, decision shall be mailed to the applicant.

3. The decision of the city manager, or his or her designee, may be appealed to the city council by filing an application for appeal with the city clerk. The application must be filed within fifteen calendar days after notice of the city manager's, or his or her designee's, decision has been mailed to the applicant.

4. The city council shall consider the appeal at a public hearing to be held within sixty calendar days after the appeal application has been filed. The decision of the city council shall be final. The decision of the city council shall be in writing and shall be mailed to the applicant.

5. If a fee exemption, a fee reduction or a land use category adjustment is granted pursuant to this subsection E, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the fee exemption, fee reduction or land use category adjustment, and the applicant shall be subject to the electric facilities development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

6. If a fee exemption, fee reduction or land use category adjustment is not granted pursuant to this subsection E, then upon the payment of the required fees, the city shall, pursuant to Government Code Section 66020, provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the ninety-day protest period has begun.

F. Use of Funds. Pursuant to California Government Code Section 66006, all electric facilities development impact fees paid and collected pursuant to this section shall be placed into one or more separate account(s) established for such fee and used solely for the purpose of constructing electric facilities improvements pursuant to the most current electric facilities plan, the most current capital improvement plan, or the annual budget process, as applicable; provided, however, that if the public works director authorizes minor alterations to such plans or budget, then those alterations shall not affect the ability of the city to use electric facilities development impact fees collected pursuant to this section for the purpose of constructing electric facilities improvements in accordance with the most current electric facilities plan, the most current capital improvement plan, or the annual budget process, as applicable, and as altered or amended.

G. Fee Amount Applicable to Pending Projects. Except as may otherwise be provided in the resolution that adopts the electric facilities development impact fee amount, an applicant subject to the payment of electric facilities development impact fees required by subsections B or C of this section must pay the amount of the fee that is in effect when the fee becomes due as provided in subsection B.1 of this section for residential electric facilities development impact fees or subsection C.1 of this section for nonresidential electric facilities development impact fees. The amount of the fee is the amount specified by resolution of the city council, as amended from time to time. The fee imposed on a development project for which vested rights have been acquired through a vesting tentative subdivision map shall be the fee in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date the fee becomes due.

H. Periodic Adjustment to Fee Amount. The amount of the electric facilities development impact fee may be adjusted annually for inflation on July 1st of each year by the percentage change in the Construction Cost Index as published in the Engineering News-Record (or successor publication), as specified in the resolution that adopts the fee amount or by the periodic preparation of a new electric facilities plan, capital improvement plan, or city budget, as applicable and required studies prepared and adopted pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.).

City of Banning DIF Analysis

2019 Development Impact Fee Schedule

Resolution 2019-112, Adopted 9/10/19

Land Use	Fire Protection Facilities	General City Facilities	Parkland and Parks	Police Facilities	Traffic Impact Fees	Wastewater Facilities 1 EDU = $5,061	Water Facilities Fees Based on Meter Size	
Residential Uses (Fees assessed on a PER DWELLING UNIT basis)								
Single Family	$ 746.00	$ 521.00	$ 3,840.00	$ 1,200.00		$ 5,061.00	3/4"	$ 5,847.00
Multi-Family	$ 610.00	$ 426.00	$ 3,142.00	$ 892.00		$ 5,061.00	1"	$ 9,744.00
					Based on		1-1/2"	$ 19,488.00
					Detail Land		2"	$ 31,181.00
Non-Residential Uses (Fees assessed on a PER 1000 SF basis)					Use in Traffic		3"	$ 58,464.00
Commercial	$ 486.00	$ 492.00	$ -	$ 351.00	Fee Study	p/EDU	4"	$ 97,441.00
Office	$ 633.00	$ 643.00	$ -	$ 458.00		p/EDU	6"	$ -
Industrial	$ 236.00	$ 239.00	$ -	$ 170.00		p/EDU	8"	$ -

Traffic Impact Fee Schedule

Residential Uses			*Non-Residential Uses*		
Ranch/Ag	1 DU/10 AC	$ 3,410.05	General Commercial	p/1000 SF	$ 8,317.72
Ranch/Ag - Hillside	1 DU/10 AC	$ 3,411.98	Highway Serving Com.	p/1000 SF	$ 8,323.33
Rural	1 DU/10 AC	$ 3,410.08	Downtown Com.	p/1000 SF	$ 8,319.00
Rural - Hillside	1 DU/10 AC	$ 3,409.78	Professional Office	p/1000 SF	$ 3,518.23
VLDR	0-2 DU/AC	$ 3,409.95	Business Park	p/1000 SF	$ 4,493.57
LDR	2-5 DU/AC	$ 3,409.87	Industrial	p/1000 SF	$ 1,791.69
MDR	5-10 DU/AC	$ 2,644.10	Airport Industrial	p/1000 SF	$ 1,419.54
HDR	10-28 DU/AC	$ 2,644.17	Ind. Mineral Resources	p/1000 SF	$ 630.09
Mobile Home Park		$ 1,807.98			

City of Banning DIF Analysis

2026 Development Impact Fee Schedule

Land Use	Electric		Fire		General Facilities	Parks	Police	Traffic		Wastewater		Water Fees Based on Meter Size		
	Workshop Max. Justifiable Rate	Final Max. Justifiable Rate	Workshop Max. Justifiable Rate	Final Max. Justifiable Rate	Final Max. Justifiable Rate	Final Max. Justifiable Rate	Final Max. Justifiable Rate	Workshop Max. Justifiable Rate	Final Max. Justifiable Rate	Workshop Max. Justifiable Rate	Final Max. Justifiable Rate		Workshop Max. Justifiable Rate	Final Max. Justifiable Rate
Residential Uses (Fees assessed on a PER SQUARE FOOT basis)														
Single Family	$ 1.24	$ 0.99	$ 1.26	$ 1.21	$ 1.23	$ 3.80	$ 0.90	$ 1.23	$ 1.19	$ 6.82	$ 3.25	3/4"	$ 11,251	$ 6,094
Multi-Family	$ 1.16	$ 0.93	$ 2.18	$ 2.11	$ 2.13	$ 6.59	$ 1.57	$ 1.03	$ 1.00	$ 4.62	$ 2.20	1"	$ 18,751	$ 10,156
												1-1/2"	$ 37,503	$ 20,312
												2"	$ 60,004	$ 32,500
Non-Residential Uses (Fees assessed on a PER SQUARE FOOT basis)												3"	$ 112,508	$ 60,937
Commercial	$ 2.95	$ 2.36	$ 0.67	$ 0.65	$ 0.47		$ 0.48	$ 10.37	$ 10.06	$ 4.79	$ 2.29	4"	$ 187,513	$ 101,562
Office	$ 2.77	$ 2.21	$ 0.88	$ 0.85	$ 0.62		$ 0.63	$ 3.39	$ 3.29	$ 1.68	$ 0.80	6"	$ 375,025	$ 203,123
Industrial	$ 1.58	$ 1.27	$ 0.33	$ 0.32	$ 0.23		$ 0.23	$ 1.65	$ 1.60	$ 1.82	$ 0.87	8"	$ 1,050,071	$ 568,745

Resolution 2026-24, Adopted 2/24/26. Effective 3/26/26 (Fire, General Facilities, Parks, Police, Traffic, Wastewater, Water)
Resolution 2026-24, Adopted 2/24/26. Effective 4/9/26 (Electric)

Sample Projects	2019 Banning DIF	2026 Banning DIF	2024 Beaumont DIF (100%)*	
1530 S.F. SFR	$ 23,756	$ 29,388	$ 34,188	1" water meter
2024 S.F. SFR	$ 23,756	$ 35,598	$ 41,251	1" water meter
2625 S.F. SFR	$ 24,522	$ 43,152	$ 49,780	1" water meter
950 S.F. MFR	$ 18,622	$ 21,798	$ 21,828	3/4" ind. meter
25000 S.F. Com	$ 279,941	$ 440,250	$ 649,010	2" water meter
30000 SF Office	$ 187,177	$ 272,312	$ 485,590	1.5" water meter
750000 S.F. Ind	$ 1,893,573	$ 3,450,937	$ 5,361,330	3" water meter

**Beaumont DIF is shown for comparative purposes only. DIF is calculated solely on City of Banning specific facilities, equipment, and infrastructure needs caused by new development.*

February 10, 2026

Honorable Mayor and City Council
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Item 9.1 2025 Development Impact Fee Nexus Study

Dear Honorable City Mayor and City Council Members:

On behalf of the Riverside County Chapter of the Building Industry Association of Southern California and our hundreds of home builders, trade partners, and suppliers throughout our region we are submitting this letter regarding our concerns after review of the December 2025 Development Impact Fee Nexus Study ("DIF Study") prepared by Matrix Consulting Group ("Matrix") for the City of Banning ("City"). This DIF Study drastically increases the fees for new developments well beyond any inflationary changes or other index increases, and will have negative financial effects, as prior budgeting efforts or valuations of projects will no longer be remotely valid. This will make new home construction in Banning economically infeasible.

Additionally, the DIF Study has not accomplished some of the main goals intended with AB 602: Impact fees are to be more transparent, a justification for the need for the proposed level of service is to be provided, and housing is supposed to be made more affordable. Yet the DIF Study calculates a total impact fee for a typical unit within the city that is nearly 99% larger than the existing fee (approximately $24,520 to approximately $48,770). These new fees are not in line with other jurisdictions and represent an unreasonably major outlier in comparison.

The Riverside County Chapter of the BIA respectfully requests that you continue Item 9.1 2025 Development Impact Fee Study and related new fees. Attached below is a summary of the significant concerns and flaws from our review of the DIF Study. Approval of this study, without consideration of our comments and related appropriate revisions to the DIF Study and proposed new fees would be inappropriate.

As noted in our letter of January 13, 2026, we would welcome the opportunity to meet with your staff and consultants to work through our concerns.

Sincerely,

Doug Grove
President, Riverside County Chapter
Building Industry Association of Southern California

Building Industry of Southern California-Riverside County Chapter Comments:

1. It appears the conversion from a per unit fee to a per square foot fee for the Electric, Fire, General Facilities, Parks, and Police sections is using a 1,000 SF home instead of 1,900 SF as the DIF Study states.
    - Additionally, how are single family and multifamily classified or differentiated?
    - Is 1,900 SF on average for single family reasonable? The DIF Study indicates that 1,900 SF is representative of what has historically been built in the City, but it does not seem to be representative of what has been built in the last few years or what is currently being built in the City.
    - The Atwell project, the Canterbury project, and the Vista Robles project which represent effectively all the City's current residential development have an average unit size of 2,111 SF across their approximately 2,193 proposed units.

2. Projected Growth and Development:
    - Can backup be provided for where the buildout projections in the General Plan were sourced from?
    - Future Non-Residential square footage seems drastically understated.
    - Why isn't existing square footage for each Non-Residential land use shown?
    - How is there anticipated to be an approximately 350,000 SF reduction in both Office and Industrial land uses, especially given the fact that an industrial project was recently approved for 1.3 million square feet?

3. Electric Impact Fee:
    - Is the Banning Substation Upgrade needed solely to serve new development?
    - Similarly, are the Midway Substation Upgrades needed solely to serve new development?
    - The DIF Study references a cost-of-service and rate study that was recently prepared. In looking at the staff report from October 14, 2025, it was stated that the rate increase would generate sufficient revenue to cover all of Banning Electric Utility's expenses, which included additions and betterments to the utility system as well as debt service for construction or extension of the electrical utility system. Why is a new impact fee needed?

4. Fire Impact Fee:
    - Weighting factor for Non-Residential land uses is only based on acreage and does not take into account number of calls to each land use, impacts to fire facilities, or inherent risk of fire that is generated by each land use. Many studies we have reviewed utilize calls for service data.
    - As an example, the City of Beaumont's recent nexus study utilized a Non-Residential weighting factor of 0.69 for Fire Facilities based on County of Riverside data. The City of Banning 2019 study also utilized 0.69.

- The DIF Study includes a future facility in the calculation of the existing standard. Should the total costs be divided by total weighted population in 2040 so that they are being allocated between new and existing development? The City currently doesn't have a fire station south of the freeway, so it seems part of the need for this facility could be to cure an existing deficiency.
- Are costs for the Equipment Inventory reasonable? There was a significant jump in estimated cost from the 2019 study and research online indicates the actual costs are much less.
- Is the Fire Station on 5261 W. Wilson being utilized? If not, why is it included as part of the existing inventory?

5. General Facilities Impact Fee:
    - Should the weighting factor for Non-Residential be based on the number of non-work hours in a week? (40 hours / 128 non-working hours = 0.31 weighting factor). This is what the 2019 study assumed.
    - Does the City have an animal shelter anymore? Research online seems to indicate it was closed.
    - Is the Corporation Yard 41,842 square feet? It seems much smaller from both aerial and street views.
    - Is the Chamber of Commerce a public facility? Research online indicates Chamber of Commerce entities are not governmental agencies funded by taxpayers, and are instead independent non-profit organization.

6. Parks Impact Fee:
    - What is being calculated in each of Tables 42-44? We typically see Park DIF calculated as both cost to acquire parkland and cost to improve parkland, but the DIF Study seems to include a 3rd component.
    - Should planned infrastructure costs be divided by total population at buildout?
    - Is $864,537/acre reasonable for the cost of developing parkland? The City of Beaumont used $847,200/acre for a fully amenitized community park and $438,600/acre for a neighborhood park.
    - Can a listing of parks be provided to support the 0.00226 acres per resident?
    - The 2019 study had a Facilities Inventory cost of $4,910,550. Now the cost is $17,414,800, and only a $4,320,000 facility was added. Did costs actually go up 2.66x?
    - Costs in the Park Improvements category should be the responsibility of existing development. New development will pay to acquire and develop the necessary acreage to maintain the existing level of service, but should not be required to rehabilitate existing parks.
    - Is the methodology used in the DIF Study effectively requiring new development to pay to acquire and develop parkland at a level equal to the existing standard, in addition to paying for projected infrastructure costs?

7. Police Impact Fee:
    - Weighting factor for Non-Residential land uses is only based on acreage and does not consider number of calls to each land use. Many studies we have reviewed utilize calls for service data.

8. Traffic Impact Fee:
    - All of these projects were included in the 2019 study. Costs are being allocated between new and existing development, but should some of these be more heavily weighted towards the responsibility of existing development at this point?
    - Is there any grant funding already obtained or anticipated to be obtained? Some of the projects may have TUMF contributions, state funding, or are a shared responsibility with Beaumont.

9. Wastewater Impact Fee:
    - Is the multifamily Average Flow Generation per DU reasonable? The City of Beaumont utilized a value that is approximately twice as high as the value shown in the DIF Study.
    - Many of the projects identified in the CIP were anticipated to be fully funded prior to 2026. A few, but not all, are listed below:
        - WWGM-15 (anticipated to be fully funded by 2022)
        - WWGM-17 (anticipated to be fully funded by 2024)
        - WWGM-18 (anticipated to be fully funded by 2025)
    - Are all of the projects identified in the facilities list of approximately $130,000,000 needed solely to serve new development? It seems odd that for a population growth of 5,651 residents (approximately 17.7%) there would be a need for $130,000,000 in Wastewater facilities.
    - Where was the cost of $85,000,000 for WWTP-5 derived from? In the CIP it was listed as $27,000,000 and was anticipated to be funded by 2021.
    - It was stated that no new projects were added to the infrastructure list. However, the following don't appear to be in the 2019 study:
        - WWFM-5 Force Main Creek Crossing
        - WWLS-6 Bluff Street Lift Station
    - Is there any grant funding?

10. Water Impact Fee:
    - Is multifamily flow generation reasonable? It seems low compared to flow rates we have seen from water districts and other Cities.
    - Are all of the projects identified in the facilities list of approximately $187,000,000 needed solely to serve new development? It seems odd that for a population growth of 5,651 residents (approximately 17.7%) there would be a need for $187,000,000 in Water facilities, or $33,092 per person.
    - Many of the projects identified in the CIP were anticipated to be fully funded prior to 2026. A few, but not all, are listed below:
        - PWP-1 (anticipated to be fully funded by 2020)

        - PWP-2 through 4 (anticipated to be fully funded by 2022)
        - PWPU-2 (anticipated to be fully funded by 2022)
        - PWS-1 (anticipated to be fully funded by 2022)
        - PWW-1 (anticipated to be fully funded by 2020)
    - PWPU-3 New Mountain 2 Booster Pump Station, PWPU-6 New Upper Butterfield Zone Pump Station (Zone 1), PWPU-7 New Loma Linda Pump Station, and RWV-1 BCVWD Co-Owned Wells and Interconnect Buildings all had significant cost increases compared to other projects. Can backup for this be provided?
    - Where were costs for PWPU 2, 3, 6, and 7 derived from?
    - It was stated that no new projects were added to the infrastructure list. However, the following don't appear to be in the 2019 study:
        - PWP-1 New Transmission Main for Proposed Lower Main Well C-9
        - PWP-4 New Transmission Main for Proposed Development in Main Zone (RSG)
        - PWP-7 New Transmission Main for Proposed Development in Mountain North
        - PWP-11 New Transmission Main for Proposed Development in Upper Butterfield (Zone 1)
        - PWP-12 New Transmission Main for Proposed Upper Butterfield Reservoir (Butte (Zone 1)
        - PWPU-1.a Upgrade Existing Mountain Booster Pump Station
        - PWPU-1.b Demolish Existing Mountain Booster Pump Station
        - PWPU-2 New Foothill West Pump Station
        - PWPU-5 Add VFD to Well C-5
        - PWS-5 Proposed Upper Butterfield Reservoir (Zone 1)
        - PWV-3 Foothill West to Upper Main Zone Pressure Reducing Station
        - PWV-4 C2 PRVs 1 & 2
        - Title 22 Improvements
    - In the 2019 study, many projects had an allocation between existing and new development. It seems logical that as time goes on, this allocation percentage would either remain the same or shift more towards existing development. The following projects increased their allocation to new development.
        - PWP-2 New Transmission Main for Upper Main Reservoir 1 (RSG)
        - PWP-6 New Transmission Main from Mountain Booster PS to Existing Mountain North
    - Is there any grant funding?

# # # # #

BIA OF SOUTHERN CALIFORNIA LETTER DATED FEBRUARY 10, 2026, RESPONSE REGARDING BANNING DEVELOPMENT IMPACT FEE STUDY:

SINGLE-FAMILY AND MULTI-FAMILY:

- The study does use the 1,900 sq. ft. for Single-Family and 1,000 sq. ft. for multi-family. As pgs. 11-12 of the report show, we take the # of people per unit, and divide it by that average sq. ft. to come up with the # of ppl per 1,000 sq. ft., which is then used as the basis of the calculation. So the 1,900 sq. ft. is being used.
- Single-Family refers to 1 or 2 units, whereas multi-family refers to a development with 3+ units.
- The 1,900 average sq. ft. reflects the current and projected trend in single-family development the City has seen and anticipates.

PROJECTED GROWTH AND DEVELOPMENT:

- No General Plan Buildout information is utilized in the report
- Future Non-Residential square footage is based on the same assumptions as utilized in the City's 2019 report, as this is an update of that report.
- Existing Sq. Ft. for the non-residential land uses that are relevant to the study are shown, consistent with the 2019 report.
- It is not necessarily a "reduction", just stating that by 2040, there would be fewer sq. ft. attributable to those types compared to other areas, again consistent with what has been developed since the 2019 study, but keeping the same 2040 projections as the 2019 study.

ELECTRIC IMPACT FEE:

- Yes, the upgrade is needed due to new development.
- The Midway substation upgrade project has been removed.
- The rate revenue from the study covered the cost of maintenance of existing infrastructure or existing system improvements project that are not associated with new development.

FIRE IMPACT FEE:

- Yes, the original intent was to use calls for service, but unfortunately, that information was unavailable; as such, the land acreage was used in its place. In discussions with Fire staff, the 33% seems to be the appropriate allocation of calls to service to "commercial" addresses. This is also consistent with other jurisdictions that also see between 30-40%.

- The DIF study accounts for all current and future facilities and allocates them to the existing service population to determine the current cost-per-capita standard. This actually minimizes the impact on future development and states that any existing and new facilities would be borne by both groups, as both would benefit.

- Costs for equipment were provide by CalFire based on recent purchases of equipment in Riverside County.

- Yes, that station is currently being renovated to return to active service.

GENERAL FACILITIES:

- No, the traditional methodology is to weight it based on working hours relative to total hours available to all residents, so that would be 24%. This is consistent with other studies approaches.

- The City still maintains an animal shelter building. There is not currently an operator for that facility, but a study is being completed to return that building to active service. This project is a City Council priority.

- The total footprint of enclosed spaces at the City Yard 'campus' which includes 3 separate facilities is the area included in the study.

- The Chamber of Commerce occupies a City Owned facility under a lease agreement. As City needs expand, that facility is likely to house City staff.

PARKS IMPACT FEE:

- Tables 42-44 show those two components – park facilities (Facilities + CIP) and then the parkland cost as well.

- Same explanation as Fire, that the total cost is being attributed over the existing population to understand what the proportionate impact is associated with new development. So it is not based on the buildout.

- Yes, the $865,537 is simply taking the value from 2019 study and applying the annual inflationary factor.

- Here is the list of the parks inventory:

Category	Quantity	Unit
Parkland Inventory		
Dysart Equestrian Park - 2101 W Victory Ave	20.00	acres
Lions Park - 955 S Hargrave St	16.12	acres
Repplier Park - 671 N. San Gorgonio Ave.	14.39	acres
Sylvan Park - 2801 W. Nicolet Street	7.80	acres
Roosevelt Williams Park - 1101 E George St	5.50	acres
Richard Sanchez Park - 3758 Cypress St	3.32	acres

Carpenter Hamilton Park - 99 E Ramsey St	0.33	acres
Armory	2.50	acres

- All the same facilities as the 2019 study were used; the only difference was the Armory facility, which was newly added since then. The only difference is that the cost per sq. ft. in the 2019 study was $150 per sq. ft., and in the 2026 study, it is $400 per sq. ft. The $400 better reflects current cost assumptions.

- The park improvements are due to both existing and new development, as they are needed to accommodate the new growth and development, which is why there is a proportionality requirement.

- It is standard practice to retain the existing standard of park acreage per 1,000 residents, as well as pay for the proportionate impact associated with new development utilizing city recreation facilities.

POLICE:

- Similar to fire, unfortunately, the City did not have the ability to break it out by land use type. As such, rather than utilizing incorrect information, it was assumed that the proxy of zoned use in the city would be a good approximation. The percentage would roughly still be consistent with what the staff sees as the breakdown of calls between residential and commercial properties.

TRAFFIC:

- The cost of transportation infrastructure is being split across all trips (existing and new) so that it is fairly apportioned to the impact associated with those traffic projects, and again using the cost per trip to proportionately have new development bear the burden associated with those trips.

- Traffic projects were evaluated. There are 2 projects on Highland Springs with a reduced percentage due to share with City of Beaumont. Other project on Highland Springs have been removed as they are completed. A project at Highland Home Road and Sun Lakes Boulevard was reduced as the through lanes will be completed as part of the Sun Lakes Boulevard project. TUMF improvements at I-10/Hargrave are for bridge work only, and the City DIF includes intersection improvements, and therefore remain on the capital list.

WASTEWATER:

- The $130 million in projects is for City buildout, and not for 2040 buildout, as such only the proportion of population that is expected in 2040 compared to buildout, has been used in the revised analysis.

- The multi-family ADF was obtained from the 2018 Integrated Master Plan, and the density/acre was taken from the General Plan. We cannot comment on the City of Beaumont system.

- The projects were listed for planning purposes. The only projects completed have been DIF credit eligible projects at the Atwell project. Insufficient DIF has been collected from other projects in the City to fund the anticipated work in the CIP and have been delayed as such.
- Costs for CIP work has increased at a rate greater than CPI. Please see the first response for how this was re-evaluated in the revised study.
- The current cost estimate for the WWTP project is $100 million for replacement only of the existing 3.6 MGD plant. The upgrade to accommodate growth to 6.3 MGD is an additional $75 million in today's dollars. From there, the existing methodology was applied on the $75 million capacity enhancement that allocated $61 million to new development, and 14 million to existing users.
- The projects questioned are on page 34 of the 2019 DIF
- Grant funding will be applied if/when received, as grant awards are unknown and not predictable.

WATER:

- Multi-family ADF was obtained from the 2018 Integrated Master Plan, primarily from metered consumption, and the density/acre from the General Plan. We cannot comment on the Beaumont-Cherry Valley Water District system.
- The $187 million in projects is for City buildout, and not for 2040 buildout, as such only the proportion of population that is expected in 2040 compared to buildout, has been used in the revised analysis.
- The projects were listed for planning purposes. The only projects completed have been DIF credit eligible projects at the Atwell project. Insufficient DIF has been collected from other projects in the City to fund the anticipated work in the CIP and have been delayed as such.
- Cost estimates in the 2019 DIF for booster pump stations and interconnects were found to be less than a quarter of actual costs incurred to deliver these similar infrastructure projects. Actual costs received for project completed over the last 3 years were used in this assumptions.
- The projects listed were included in the 2019 DIF, pages 38-40.

CITY OF BANNING

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

TO CONSIDER ADOPTION OF ORDINANCE NO. 1616
(AMEND BMC CHAPTER 15.68 DEVELOPMENT IMPACT FEES),
AND ADOPTION OF RESOLUTION NO. 2026-24
APPROVING THE DEVELOPMENT IMPACT FEE NEXUS STUDY AND ADOPTING NEW AND/OR UPDATEDDEVELOPMENT IMPACT FEE RATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will conduct a public hearing at its meeting of February 24, 2026. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. The public hearing will be held at 5:00 p.pm or as soon thereafter as the matter may be heard. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

Banning Municipal Code Chapter 15.68 Development Impact Fees. The purpose of the public hearing is to consider amendments to Banning Municipal Code Chapter 15.68 Development Impact Fees to modify existing development impact fees, adopt new development impact fees for electric facilities, approve the development impact fee nexus study, and adopt updated development impact fee rates.

ENVIRONMENTAL DETERMINATION: The Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4), as the action relates to the creation of government funding mechanisms or other governmental fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The Ordinance is statutorily exempt from CEQA under section 15273(a)(4) to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of obtaining funds for capital project, necessary to maintain service within existing service areas. The capital projects described in the Development Impact Fee (DIF) Study will maintain the level of service currently provided by the City's existing electric, fire, general facilities, parks, traffic, wastewater, and water facilities by ensuring that the impacts of new development will not negatively impact existing service levels within existing service areas.

REVIEW OF PROJECT INFORMATION: The proposed ordinance, the development impact fee nexus study, and related documents are available for public review by contacting the Public Works Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3130.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3125. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE DEPUTY DIRECTOR OF PUBLIC WORKS, CITY ENGINEER, OF THE CITY OF BANNING, CALIFORNIA.

Nathan Smith, PE
Deputy Director Public Works

Dated: February 2, 2026
Publish: February 6, 2026

Record Gazette
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

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

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

PHN CC Meeting 2-24-2026 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:

Feb 13, 2026

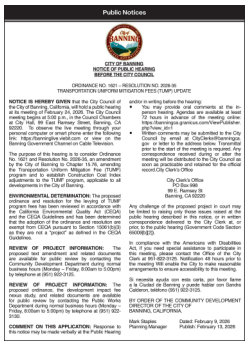
Executed on: February 13, 2026

At City of Banning, California

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

Kaila Yeaman

Signature



Public Notices

CITY OF BANNING
NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

ORDINANCE NO. 1921 – RESOLUTION NO. 2026-35
TRANSPORTATION UNIFORM MITIGATION FEES (TUMF) UPDATE

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its meeting of February 24, 2026. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your computer, please visit the City's Live Streaming Web Link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider Ordinance No. 1921 and Resolution No. 2026-35, an amendment by the City of Banning to Chapter 15.76, amending the Transportation Uniform Mitigation Fee (TUMF) Nexus Study, and related documents to make adjustments to the TUMF program, applicable to all developments in the City of Banning.

ENVIRONMENTAL DETERMINATION: The proposed ordinance and resolution for the levying of TUMF program fees has been reviewed in accordance with the California Environmental Quality Act (CEQA) and City CEQA guidelines and staff has determined that the adoption of the ordinance and resolution are exempt from CEQA pursuant to Section 15061(b)(3) CEQA and are not a "project" as defined in the CEQA Guidelines.

REVIEW OF PROJECT INFORMATION: The proposed text amendment and related documents are available for public review at the City's Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

REVIEW OF PROJECT INFORMATION: The proposed ordinance, the development impact fee nexus study, and related documents are available for public review at the City's Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- In person at the public hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banning.ca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerk@banninga.gov, or letter to the address below. Timeriled comments will be included in the agenda packet; correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.City Clerk's Office

City Clerk's Office
PO Box 998
99 E. Ramsey St.
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009(b)(2)).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (951) 922-3102. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esto certo, por favor llame a la Ciudad de Banning y pueda hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Mark Stepien
Planning Manager

Dated: February 9, 2026
Publish: February 13, 2026

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Marisol Lopez, Economic Development Manager** **Bonnie Johnson Interim Finance Director**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Review of Sales Tax Sharing and Operating Agreement between City of Banning and Dalia Auto Group, LLC and Khan Properties and Holdings, LLC (Diamond Chevrolet GMC)**

RECOMMENDATION:

Receive and file the update on the Sales Tax Sharing and Operating Agreement and provide direction to staff as appropriate.

BACKGROUND:

The City of Banning has maintained a long-standing operating and sales tax-sharing partnership with Diamond Hills Auto Group, now operating as Diamond Chevrolet GMC, to retain and strengthen one of the City's largest sales tax generators.

(Pursuant to California Revenue and Taxation Code Section 7056, specific quarterly sales tax amounts and individual business rankings are confidential and may not be publicly disclosed.)

On June 12, 2012, the City Council adopted Resolution No. 2012-59 entering into an Economic Development Assistance Program and Amended Operating Covenant with Diamond Hills Auto Group to support continued dealership operations within the City.

Agreement and Approval Timeline

- January 12, 2012 – Original Operating Covenant Agreement executed with Diamond Hills Auto Group, Inc.
- November 9, 2015 – Property acquired by Dalia Auto Group, LLC and Khan Properties & Holdings, LLC.
- October 25, 2016 – City Council adopted Resolution No. 2016-080 approving transfer and amendment of the agreement to Dalia Auto Group, LLC and Khan Properties & Holdings, LLC.
- June 13, 2017 – Sales Tax Sharing and Operating Agreement Effective Date.
- June 13, 2032 – Scheduled expiration of 15-year term (if reimbursement cap is not reached earlier).

On October 25, 2016, the City Council adopted Resolution No. 2016-080 approving a 15-year Sales Tax Sharing and Operating Agreement with Dalia Auto Group, LLC and Khan Properties and Holdings, LLC, operating as Diamond Chevrolet GMC. The agreement became effective on June 13, 2017.
The agreement was approved to retain a major regional automobile dealership within the City, prevent relocation to neighboring jurisdictions, support modernization improvements, preserve employment, and protect long-term General Fund revenue.

Key Agreement Terms

- Term: 15 years (June 13, 2017 – June 13, 2032)
- Annual Base: City retains 100% of the first $150,000.00 in local sales tax revenue

Revenue Share Above Base

- 85% to the Dealership
- 15% retained by the city
- Maximum Reimbursement Cap: $3,200,000.00
- Payment Structure: Quarterly, performance-based payments after receipt of sales tax from the State
- Continuous Operation Requirement: Dealership must remain open and in good standing during the term

Current Status

- Maximum Reimbursement Cap: $3,200,000.00
- Total Paid to Date: $2,401,439.08
- Remaining Balance: $798,560.92

Approximately 75% of the total reimbursement cap has been reached. Based on historical trends, staff estimates completion within approximately 2 to 3 years (estimated 2028–2029), assuming consistent dealership performance. Upon the $3,200,000 cap is reached, the City will retain 100% of the dealership's local sales tax revenue.

JUSTIFICATION:

The agreement has successfully retained one of the City's largest sales tax generators, supported significant capital reinvestment and facility modernization, preserved local employment opportunities, and maintained positive General Fund revenue throughout the incentive period.

FISCAL IMPACT:

There is no new fiscal impact associated with this update. Payments are performance-based and tied solely to actual sales tax received. Once the cap $3,200,000, is reached, the City will retain 100% of the dealership's local sales tax revenue.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Agreement - Tax Sharing - Dalia Auto Group, LLC_6-13-17 (1).pdf
2. CC Resolution No. 2016-080.pdf
3. CC Agenda Packet - Special Meeting - 10_25_2016 2_00 PM.pdf
4. CC Resolution No. 2012-059_Diamond_Hills_Auto_Group_Banning_06-12-2012.pdf

SALES TAX SHARING AND OPERATING AGREEMENT

between

THE CITY OF BANNING,
a California municipal corporation

and

DALIA AUTO GROUP, LLC and KHAN PROPERTIES AND HOLDINGS, LLC

doing business as
DIAMOND HILLS CHEVROLET BUICK GMC
a Limited Liability company

This Sales Tax Sharing Agreement ("Agreement") is entered into between (i) the CITY OF BANNING ("Banning or "City"), a municipal corporation, and (ii) DALIA AUTO GROUP, LLC and KHAN PROPERTIES AND HOLDINGS, LLC, limited liability companies, doing business as DIAMOND HILLS CHEVROLET BUICK GMC ("Dealership"). Banning and Dealership are each individually referred to as a "party" and collectively as the ""parties."

1. EFFECTIVE DATE

This Agreement will not become effective until it (i) has been duly executed by the authorized officers of the Dealership and delivered to Banning, and (ii) has been duly approved by the City Council of the City of Banning (the "Effective Date").

2. RECITALS AND REPRESENTATIONS

2.1 The Dealership represents and warrants to the City that it has the legal right to use and occupy that certain real property (the "Property") located within the City of Banning, and commonly known as 4545 W. Ramsey Street and 4661 W. Ramsey Street, Banning, California.

2.2 On January 12, 2012, the City and Diamond Hills Auto Group, Inc. entered into a transferrable "Agreement Regarding Operating Covenant" (the "Amended Original Agreement") whereby the City agreed to (i) Pay Diamond Hills Auto Group, Inc. $2,000,000 over a ten year period, or until September 2015; (ii) Provide both parties an option to extend the Original Agreement by ten years, or until September 2025, and create a new ceiling of $5,000,000 if Diamond Hills Auto Group, Inc. added a maximum of two new dealer franchises to their existing dealership; and (iii) Pay Diamond Hills Auto Group, Inc. a sliding percentage scale of sales tax as long as the City maintained a minimum threshold of $100,000 per year in sales tax by the Dealer. The percentage split was 50% in Year 7. The Amended Original Agreement contemplated a tax-sharing arrangement between Banning and Diamond Hills Auto Group, Inc. by which both parties would eventually split the City's sales tax revenue generated from the operations on a 50/50 basis beyond the City's minimum threshold.

2.3 On November 9, 2015 Dalia Auto Group, LLC and Khan Properties and Holdings, LLC purchased and assumed rights to the Property in the Asset Purchase Agreement and on October 25, 2016 the Banning City Council approved the transfer of Operating Covenant and authorized its amendment on the terms and conditions stated herein.

2.4 Dealership continues to operate the existing automobile dealership commonly known as "Diamond Hills Chevrolet Buick GMC." Dealership has approximately 63 employees, which has increased from approximately 50 employees at time of purchase. In 2016,

Dealership anticipates that it will produce approximately $332,700 in sales tax revenue to the City, placing it among the City's largest sources of sales tax revenue.

2.5 Dealership anticipates increases in revenues and growth in its automobile sales and service that require it to expand its facilities. Dealership has considered relocating to nearby cities to acquire larger facilities; were that to happen the City would lose a significant share of its total sales tax revenues.

2.6 The City Council, in order to assist in the re-construction, improvement and expansion its facility, determined that providing economic incentive payments to Dealership, in an amount equal to a percentage of the Sales Tax as defined below, would: (i) enhance the quality of the facilities, goods, and services that Dealership makes available to the public and City's residents; (ii) provide desirable and attractive shopping experiences for City's residents and its visitors; (iii) enhance local employment opportunities; and (iv) increase sales tax revenue to the City.

2.7 Dealership represents to City that the Dealership Improvements (as defined below) will result in an increase in sales of both new and used automobiles, automobile parts and services and are anticipated to result in sales tax increment.

2.8 By adoption of Resolution No. 2016-80, the City Council desires to assist the Dealership in the form of annual Economic Incentive Payments, reimbursed on a quarterly basis under the provisions of this Agreement for a term of fifteen (15) years for the cost of Dealership Improvements paid by Dealership, up to a maximum reimbursement of three million two hundred thousand dollars ($3,200,000).

3. TERMS OF SALES TAX SHARING

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties set forth herein, and for other good and valuable consideration, the value and receipt of which are hereby acknowledged by the Parties, the Parties agree as set forth hereinafter.

3.1 **Incorporation of Recitals.**

The Parties agree that each of the foregoing Recitals is true and correct and incorporate each of the Recitals in this Agreement by reference thereto.

3.2 **Definitions.** The terms used in this Agreement shall be given the meaning expressly defined in this Agreement.

a) **"Economic Incentive Payment"** shall mean payments by City to Dealership implementing Sales Tax Sharing as provided for in this agreement. The Economic

Incentive Payment is an amount equal to eight-five percent (85%) of the Sales Tax after the City has received one-hundred percent (100%) of the first one hundred fifty thousand dollar ($150,000) in tax revenue per year, for a term of fifteen (15) years, and up to a maximum payment of three million two hundred thousand dollars ($3,200,000.00). Payments shall be made quarterly by City to Dealership at a rate of eighty-five (85%) of sales tax revenue received by City, above the first thirty-seven thousand five hundred dollars ($37,500).

b) **"Effective Date"** shall mean the date upon which all of the following have occurred: (i) City's City Council has approved the Agreement; (ii) City Manager has executed the Agreement; and (iii) Dealership's authorized representatives(s) have executed the Agreement.

c) **"Existing Retail Business"** shall mean the Dalia Auto Group, LLC doing business as Diamond Hills Chevrolet Buick GMC located at 4545 W. Ramsey Street and 4661 W. Ramsey Street, Banning, California that is owned and operated by Dalia Auto Group, LLC and Khan Properties, LLC, and consists of new and used car sales, auto parts sales, and automobile service facilities on the Property.

d) **"Improved Business"** means the Existing Retail Business as improved by the completed Dealership Improvements.

e) **"Maximum Payment"**. Dealership shall not be entitled to payments from City beyond the fifteen (15) year term, or in excess of the Maximum Payment consistent with this agreement.

f) **"Property"** shall mean that parcel or parcels of real property upon which Dealership operates the Existing Retail Business.

g) **"Sales Tax"** on an annual basis, the sales tax actually generated by Dealership and received by City from the State Board of Equalization over the Sales Tax Base. For purposes of this Agreement, the Sales Tax Base is the first one hundred fifty thousand dollars ($150,000.00) of sales tax revenue generated by Dealership per tax year of which the City shall retain 100%.

h) **"Sales Tax Base"** shall be the first one hundred fifty thousand dollars ($150,000.00) of sales tax revenue generated by Dealership per tax year of which the City shall retain 100%.

i) **"Total Maximum Expense"** shall mean Payments by Dealership for Dealership Improvements reimbursed by the City shall not exceed the Total Maximum Expense of three million two hundred thousand dollars ($3,200,000.00).

j) **"Dealership Improvements"** shall mean the expansion, remodeling, renovation and improvement of the Existing Retail Business by (i) enlarging or remodeling the new

car showroom; or (ii) renovating the facility per GM corporate imaging; and (iii) adding a new freeway frontage sign to the newly acquired property adjacent to the facility and identified by Assessor Parcel Numbers 537-100-027-7, 537-100-028-8, and 537-100-029-9.

3.3 **Dealership Obligations** The following are conditions precedent to City's obligation to provide the Economic Incentive Payment to Dealership:

a) Completion of Dealership Improvements. Dealership shall timely undertake all work reasonably necessary to timely complete the Dealership Improvements as provided herein

(i) Deadline. Dealership agrees to begin the Dealership Improvements not later than eighteen (18) months after the Effective Date of this Agreement unless such deadline is extended by approval of City Council.

(ii) Completion Date. Completion of the Dealership Improvements shall be deemed to have occurred on the date where Dealership has substantially completed all Dealership Improvements and City reviews documentation supporting such.

(iii) Improvement Standards. The Dealership Improvements shall be constructed in accordance with all City zoning and building requirements and Dealership shall have procured all necessary permits from City and any other local governmental entity having jurisdiction over the Dealership Improvements or any material aspect thereof. Dealership is solely responsible for undertaking and completing the Dealership Improvements and obtaining all necessary permits at its sole cost.

(iv) Sign Improvement. Dealership shall provide the option to the City to display a message on the freeway frontage sign, including but not limited to "Welcome to Banning."

b) Confirmation of Payments for Dealership Improvements.

(i) Confirmation of Payments for Dealership Improvements. Dealership agrees to provide to City documentation reasonably acceptable to City, including without limitation, invoices, lien releases, and other evidences of Dealership's actual payment, confirming payments to contractors, subcontractors, and vendors.

(ii) City Shall Reimburse up to the Total Maximum Expense. Payments by

Dealership for Dealership Improvements shall be reimbursed by the City up to the Total Maximum Expense of three million two hundred thousand dollars ($3,200,000.00). If the accepted documentation evidences payments by Dealership of more than the Total Maximum Expense, then City shall have the right to terminate Economic Incentive Payments as per Section 2.8. For example, if Dealership pays four million dollars ($4,000,000) for Dealership Improvements, the City shall not reimburse more than three million two hundred thousand dollars ($3,200,000.00) to Dealership.

(iii) City's right to audit Dealership Operations and Documentation of Dealership Improvements. City shall have the right to audit the operations, sales data, and dealership expansion and renovation documentation.

c) Continued Operation. Dealership shall remain in continuous operation during current normal business hours and days for the duration of the fifteen (15)-year period or until receipt of the Maximum Payment, whichever occurs first. Dealership will be considered to be in continuous operation, even if closed on all recognized California and federal holidays, and during times of temporary closure for planned repairs or renovations for which Dealership notified City in writing at least thirty (30) days in advance. No closureshall operate to extend the period during which Dealership may be entitled to receive the Economic Incentive Payment from City.

d) Good Standing. Dealership shall otherwise remain in good standing and not in default of its performance of this Agreement. If dealership does not remain in good standing and in operation, this agreement shall terminate as defined in Section 3.6.

3.4 City's Obligation to Make the Economic Incentive Payment

a) Obligation of City. City shall be obligated to make Economic Incentive Payments to Dealership, at the times and as provided in this Section, provided Dealership has satisfied the conditions precedent to payment set forth in Section 3.3 of this Agreement and otherwise remains in good standing and is not in default under this Agreement.

b) Sales Tax Sharing Period. Calculation of the Sales Tax sharing shall commence on the Effective Date of this Agreement. The period during which City shall receive Sales Tax which forms the basis of the Economic Incentive Payment shall commence on the Effective Date and shall continue for a period

of not to exceed fifteen (15) years thereafter or until Dealership has received the Maximum Payment. In the event that Sales Tax received by City during the fifteen (15) year period is insufficient to yield the Maximum Payment to Dealership, then Dealership shall not be entitled to further payments or assistance from City. The Parties acknowledge that sales will continue on the Property during the construction of the Dealership Improvements. The 'yearly' period for measurement of Sales Tax shall be in accordance with the normal processes of the City. If necessary to reach the full fifteen (15) year term of the Sales Tax Sharing period, the final month or months shall likewise be prorated.

EXAMPLE OF TAX SHARING REIMBURSEMENT						
ANNUAL SALES TAX	City's Sales Tax Base	City Share over Base	Dealership Share over Base	City TOTAL	Dealership TOTAL	ANNUAL REVENUE
$ 318,840	$ 150,000	$ 25,326	$ 143,514	**$ 175,326**	**$ 143,514**	**= $318,840**
	100% of first $150k	15% over $150k	85% over $150k			

c) Making Payment. The Economic Incentive Payment is payable to Dealership by City in quarterly payments within 30 days subsequent to the City's receipt of Sales Tax revenue from the State Board of Equalization in accordance with the City Finance Department's procedures as they may change from time to time.

d) Exclusions from Sales Tax. Sales Tax not actually received by City, for reasons not within City's control, are not subject to sharing under this Agreement unless and until actually received by City. Transactions and Use Tax collected by City is separate from, and excluded from, the Bradley Burns Uniform Local Sales and Use Tax and shall not be included in the calculation of the Economic Incentive Payment

3.5 **Sign Improvements.**

a. Dealership shall be entitled to apply for a freestanding freeway-oriented sign. Dealership shall be permitted to a freestanding freeway-oriented sign as outlined in Section 17.36.110 of the sign regulations substantially as illustrated in Exhibit "A" and/or Exhibit "B" of this agreement. Upon submittal of application and approval by City Council, Dealership shall receive entitlement for the freestanding freeway-oriented sign only, as outlined in the zoning ordinance. Prior to approval of a building

permit for the sign structure, the applicant shall submit a sign application to be reviewed and approved by the City Manager or his/her designee in accordance with the design guidelines of Section 17.36.010 of the sign regulations. Any necessary findings regarding the freestanding freeway-oriented sign shall be made at time of building permit application.

b. Dealership shall be entitled to apply for a freestanding freeway-oriented sign that includes the relocation of an existing billboard that may be incorporated into one sign, or two separate signs. Currently, the Dealership's site includes an existing billboard. Should the business desire to relocate the existing billboard for offsite advertising, Dealership shall apply for approval of a relocation agreement by City Council in accordance with Section 17.36.060(D) of the sign regulations.

3.6 **Defaults and Remedies.**

a) Defaulted Dealership Improvements. Dealership shall be deemed Defaulted if Dealership Improvements have not begun within eighteen (18) months after the Effective Date of this Agreement. At time of Defaulted Dealership Improvements, Tax Sharing split shall revert to terms stated above in Recitals and Representations 2.2, by which both parties will split the City's sales tax revenue generated from the operations on a 50/50 basis above the City's Sales Tax Base, and the Sales Tax Base shall revert to two hundred thousand dollars ($200,000) annually.

b) Occurrence of any or all of the following shall constitute a default under this Agreement:

c) Failure or refusal on the part of either party to perform a material term or obligation of this Agreement.

d) The filing of a petition in bankruptcy by or against Dealership, or the appointment of a receiver or trustee of any property of Dealership or an assignment by Dealership for the benefit of creditors, or adjudication that Dealership is insolvent by a court, and a failure of Dealership to cause such petition, appointment or assignment to be removed or discharged within sixty days.

e) Dealership's ceasing for any reason to operate on the Property or its relocation outside the City during the term hereof.

f) Failure of Dealership to report to the State Board of Equalization all taxable sales actually made from the Dealership and to remit the full amount of the sales tax when due from all taxable sales actually made by Dealership.

g) Establishment of another facility within California resulting in a diminution of taxable sales below that reported to the State Board of Equalization in calendar year 2015.

3.7 **Indemnification; Release.**

a) Survival. The indemnification provided in this section shall survive the termination of, and/or the expiration of the term of, the Agreement for a period of five (5) years from the termination or end of said term.

b) Dealership agrees to and shall indemnify, defend (with counsel reasonable acceptable to the City) and hold City, and its elected officials, officers, employees, agents, and attorneys (the "Indemnified Parties") harmless from and against all losses, costs and expenses (including reasonable attorneys' fees) damages, claims and liabilities to third parties arising from the evaluation, approval, entering into and carrying out of the terms and provisions of this Agreement, including, but not limited to a challenge to this Agreement or the transactions contemplated by this Agreement, except to the extent causes by the sole negligence or wrongful acts of the Indemnified Parties.

c) Release. Dealership releases City from any Claims arising from any inability of City to legally collect sales tax, share sales tax as provided in this Agreement, or any other act or omission, including any state statute or regulation to which City is subject, which is beyond City's sole control.

d) Waiver. Dealership waives any right which it might have or accrue at any time during the effective period of any provision of this Agreement, including these indemnification provisions, or any of its various exhibits, to pursue any legal or equitable remedy or Claim against City, other than for non-payment of Dealership's share of Sales Tax calculated under and otherwise due under the provisions of this Agreement.

3.8 **Termination of Agreement by City.**

a) City's Right to Terminate. City shall have the right to terminate its obligations under this Agreement if Dealership breaches any promise, obligation, covenant or duty under this Agreement or the Operating Covenants, including, without limitation, the failure of Dealership to construct the Dealership Improvements, the failure of Dealership to collect Sales Tax, the failure of Dealership to operate the Business continuously during the term of the Agreement, or the failure of Dealership to otherwise satisfy the requirements of this agreement.

b) Notice of Termination and Cure. In order to terminate this Agreement, City shall first provide notice to Dealership, given in accordance with the notice requirements set forth in Section 6 hereof, specifying Dealership's breach of the Agreement in reasonable detail and indicating what steps Dealership must take to cure the

referenced breach. Dealership will be afforded ten (10) business days from the date of the notice to cure the specified breach(es).

c) If, at the end of the ten (10) day cure period, any correctible breaches have not been corrected, City shall have the right, at its sole option, to deem the Agreement terminated without further notice or action by City. In such case, Dealership (or any other person or entity receiving any portion of the Economic Incentive Payments directly from City) shall be obligated to immediately repay all installments of the Economic Incentive Payments made by City, together with interest thereon at the highest rate permitted by law, from the date of the initial payment made by City to Dealership.

3.9 **Miscellaneous Provisions.**

a) Council Action. All findings and decisions of the City Council taken in connection with this Agreement with Dealership to participate in Sales Tax Sharing shall be deemed to be reasonable and supported by an adequate and appropriate record. No such findings or decisions shall be subject to challenge or be the subject of any Claim by Dealership. Any action taken by City, including, but not limited to, the termination of this Agreement under the provisions hereof, shall be at the sole option of City and in its sole and absolute discretion, unless a different standard is otherwise specifically indicated. Dealership acknowledges that City would not have entered into this Agreement in the absence of this covenant by Dealership.

b) Integration. All exhibits attached to this Agreement are deemed to be incorporated into this Agreement by reference.

c) Further Documents. Dealership agrees to execute any additional documents, forms, notices, applications or other documents which City reasonably determines to be necessary to carry out the intent of this Agreement and/or the intent and provisions of applicable portions of the Code.

d) Partial Invalidity; Severance. The Parties agree that, should any provision, section, paragraph, sentence or word of this Agreement be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of legislation, the remaining provisions, sections, paragraphs, sentences and words of this Agreement shall remain in full force and effect and the Parties agree in good faith to immediately amend this Agreement in such a way as to provide alternative provisions, sections, paragraphs, sentences or words as necessary to carry out the intent of this Agreement and/or the Code.

e) Payment of Taxes and Encumbrances. Dealership shall keep current and in good standing and pay prior to delinquency all lawful real property taxes, assessments mortgages payments, loan payments, rents, lease payments, liens, and other monetary encumbrances on or against the Improved Business the repayment of which is secured by the Property, at all times during the term of the Operating Covenants.

f) Assignments and Transfers. Dealership shall not, without prior written approval of City, which approval may be given or withheld at the absolute discretion of City: (i) assign or attempt to assign this Agreement or any right herein; or (ii) make any total or partial sale, transfer, conveyance, lease, leaseback, or assignment of the whole or any part of the Improved Business and/or the Property or the improvements thereon; or (iii) transfer control of Dealership through whatever mechanism, including, without limitation, sales of stock, a sale of Dealership to any other person or party, or agreements giving voting control to persons not holding an interest in Dealership at the date of this Agreement. This prohibition shall not apply to the reasonable grant of limited easements or permits to facilitate the development of the Property. Notwithstanding the foregoing, City agrees that it will consider an assignment of this Agreement in connection with a sale of the Improved Business to a third party, provided that said third party provides City with such financial or other information as City deems necessary in its sole discretion to enable it to adequately evaluate the experience and ability of the third party to operate the Improved Business. All decisions made by City in connection with such an assignment shall be made at City's sole discretion and in its sole judgment, and shall not be subject to challenge. All rights granted to Dealership under this Agreement shall automatically terminate upon a sale or long-term lease, of longer than three months, of the Improved Business or of the Dealership to a third party, and Dealership shall have no remaining rights under this Agreement, notwithstanding any approved assignments.

g) Remedies. With respect to any default by the other Party occurring after the Effective Date, whether with regard to a breach during the period of Sales Tax Sharing, the term of the indemnification provided in this Agreement to City by Dealership, or the life of the Operating Covenants, the non-breaching Party may institute legal action to cure, correct or remedy any default, providing that such action is not otherwise prohibited or restricted by the provisions of this Agreement, to recover any damages arising from such breach or to obtain any other remedy consistent with the purposes of this Agreement, and further provided that notice is given in accordance with this Agreement. Any legal actions brought concerning this Agreement or Economic Incentive Payments hereunder must be instituted in

the Superior Court of the County of Riverside, State of California, in any other appropriate court in that County, or in the Federal District Court in the Central District of California.

h) Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

i) Rights are Cumulative; Wavier. Except with respect to any 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. A waiver of a requirement shall not constitute an ongoing waiver of that requirement in the future.

j) Notices. Any and all notices, demands or communications submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, to the principal office of City and Dealership, as applicable, as designated in Section 3.9j hereof. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, or two (2) calendar days after it is placed in the United States mail as heretofore provided. Any notices to any Party required to be given under this Agreement, or given by a Party for other reasons, shall be sent to:

Dealership:	Alam Khan Diamond Hills Chevrolet, Buick, GMC 4545 West Ramsey Street Banning, CA 92220
City:	City of Banning 99 E. Ramsey Street Banning, CA 92220 Attention: City Manager

k) Conflict of Interest. No elected official, officer, employee or agent of City having any conflict of interest, direct or indirect, related to this Agreement and/or the development of the Dealership Improvements or the Improved Business shall participate in any decision relating to this Agreement.

l) No Third Party Consideration. Dealership 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. Third parties, for the purposes of this Section, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial or other consultants, accountants, engineers, architects and the like when such fees are considered necessary by Dealership. For the purposes of this paragraph, third parties shall include any officer, employee, agent or elected official of City.

m) No Personal Liability of Officials. No elected official, official or officer, employee, agent or attorney of City shall be personally liable to Dealership, its shareholders or principals, or any successor in interest, or any other party or person whatsoever, in the event of any default or breach by City or for any amount which may become due to Dealership or to its successors, or on any obligations under the terms of this Agreement, except for gross negligence or willful acts of such member, officer, employee or attorney.

n) Force Majeure. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of public enemy; epidemics; quarantine restrictions; freight embargoes or lack of transportation; weather-caused delays; inability to secure necessary labor, materials or tools; acts of the other Party other than as permitted or required by the terms of this Agreement; acts or failure to act of any public or governmental agency or entity other than as permitted or required by the terms of this Agreement (except that action or failure to act by City shall not extend the time for City to act unless such extension is otherwise expressly authorized herewith) unless such action or failure to act is the result of a lawsuit or injunction, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. Any extension of time for any such cause hereunder shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) calendar days of the commencement of the cause. If notice is not timely given, such extension shall not commence until and if the other Party has actual knowledge of the cause. Times of performance under this Agreement may be extended by mutual agreement in writing by and between City

and Dealership.

o) Inspections. City shall have the right at all reasonable times, and no cost or expense may be imposed with respect thereto by Dealership, to inspect the books and records of Dealership pertaining to a breach or suspected breach of this Agreement. Matters learned by City in the course of such inspections shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the assertion of any rights by City hereunder.

p) City Administration. The City Manager of City is authorized to sign on his own authority amendments to this Agreement which are of routine or technical nature.

q) Independent Review. Each Party represents and warrants the following: they have carefully read this Agreement, and in signing this Agreement are agreeing to be bound by the same, they have received independent legal advice from legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement, and they have freely signed this Agreement and agreed to be bound by it without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. This Agreement shall be interpreted as though prepared jointly by both Dealership and City.

r) Prevailing Party. If either Party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, seeks the resolution of disputes, or is made a party to any action or proceeding brought by a third party with respect to the Agreement or the participation in either by either Party, then as between Dealership (and any successor in interest thereof) and City, the prevailing Party shall be entitled to recover as an element of its costs of suit or resolution of disputes, and not as damages, its reasonable attorneys' fees as fixed by the Court or other forum for resolution of disputes as may be agreed upon by the Parties in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees.

s) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

t) Time Frames. Unless otherwise indicated with respect to a requirement, all time

frames for performance of an act required or permitted by this Agreement shall be calendar days. Time frames measured in months shall be calculated with reference to the actual number of days in the relevant months. Annual time frames shall mean a period of 365 days.

u) Duplicate Originals. This Agreement shall be executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the Parties. The Parties may sign this Agreement in counterparts.

v) Integration. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

w) Waivers. All waivers of the provisions of this Agreement and all amendments hereto must be in writing and signed by the appropriate representatives of City and/or Dealership. Other than minor or technical amendments which the City Manager may approve on his own authority, any amendment to this Agreement must be approved by the City Council of City.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

Michael Rock, City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

CONSULTANT:

By:
Name: Alam Khan
Title: Owner

ALAM KHAN

By: MANAGER
Name:
Title:

Address: 4545 & 4661 W. Ramsey Street
Banning, CA 92220

Two signatures are required if a corporation

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Riverside
On June 13, 2017 before me, Stacy L. Bavol Notary Public, personally appeared
Mam Khan, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: Stacy L Bavol

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Dalia Auto Group

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

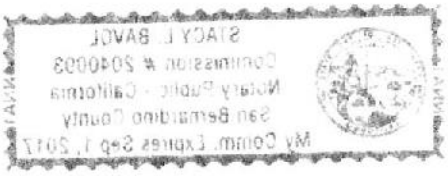
NUMBER OF PAGES

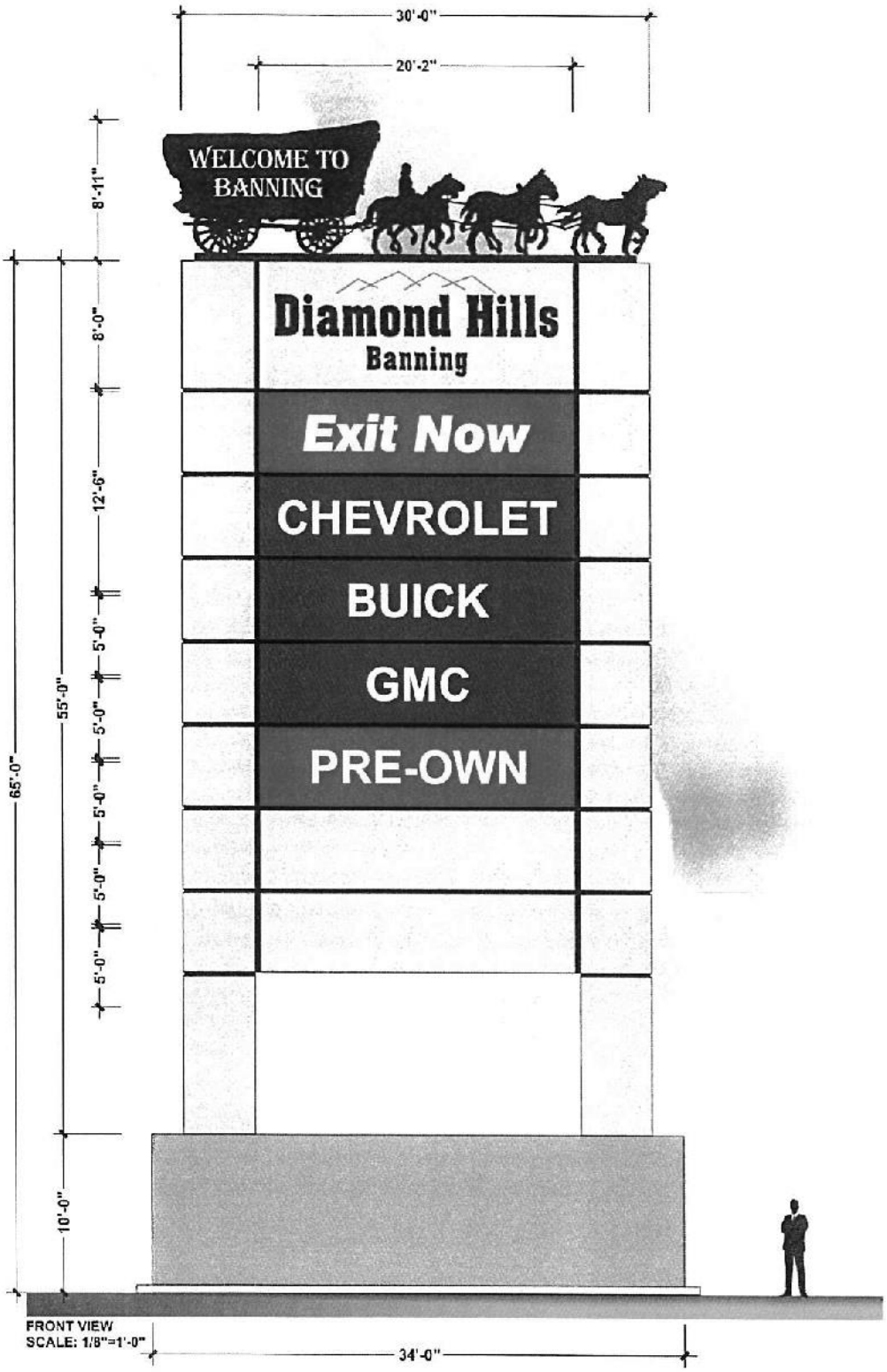
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

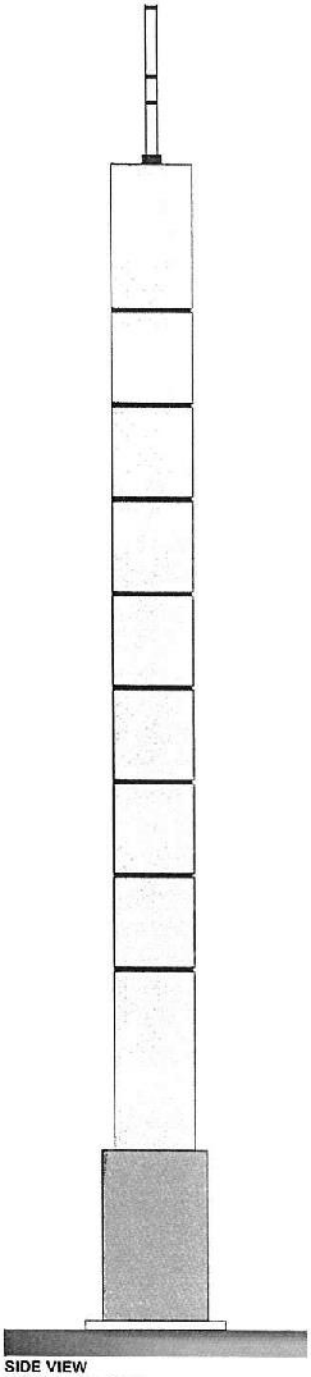
STACY L. BAVOL
Commission # 2040093
Notary Public - California
San Bernardino County
My Comm. Expires Sep 1, 2017

EXHIBIT A


STACY L. BAVOL
Commission # 2040093
Notary Public - California
San Bernardino County
My Comm. Expires Sep 1, 2017



FRONT VIEW
SCALE: 1/8"=1'-0"

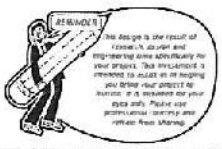


SIDE VIEW
SCALE: 1/8"=1'-0"

CONCEPT

PROPOSED DOUBLE FACED ELECTRIC, FREEWAY PYLON SIGN

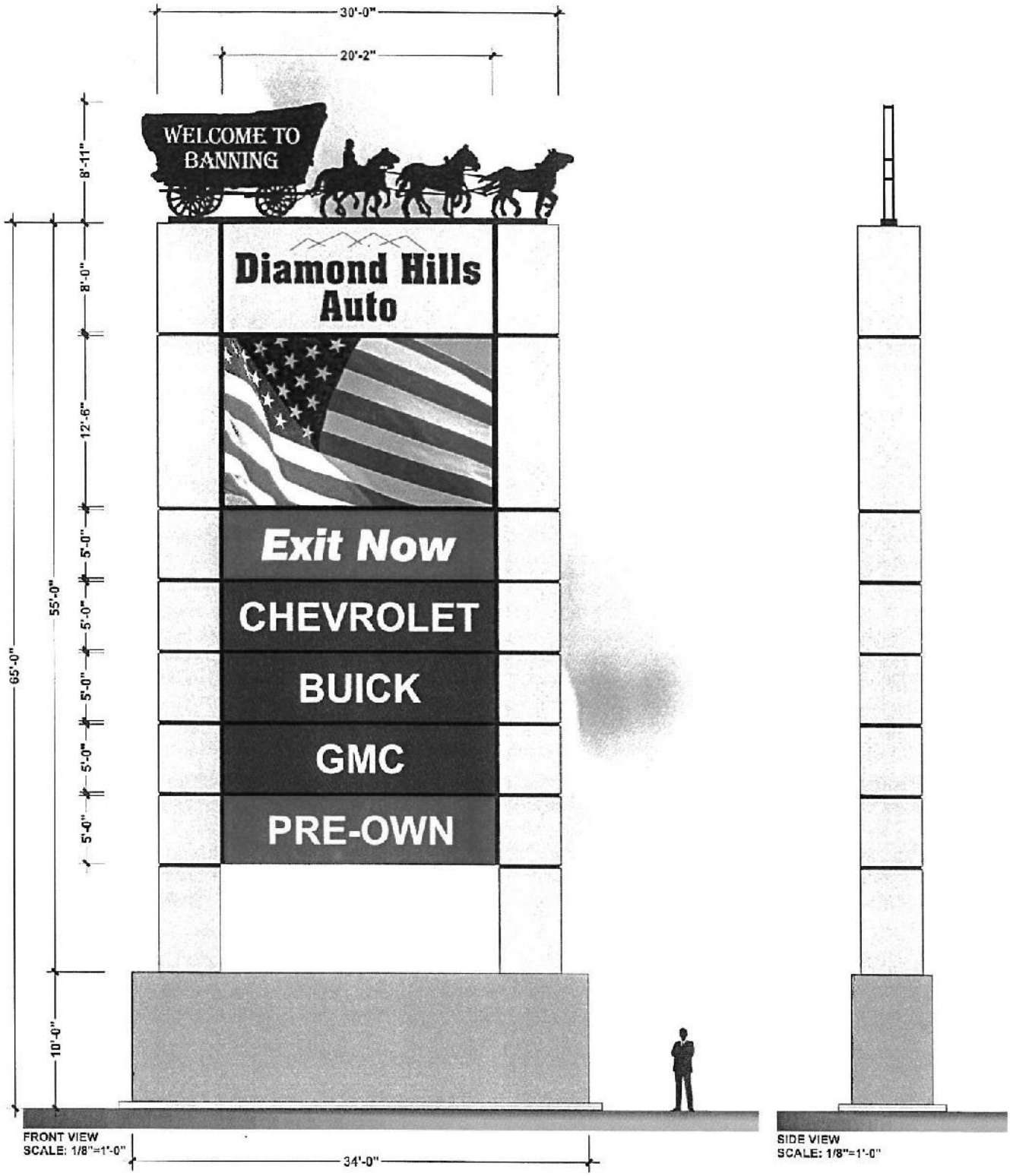
ALL SIGNS U.L. LISTED



DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY. SCALES, DIMENSIONS MAY VARY. SEAMS IN MATERIALS ARE NOT ILLUSTRATED. COLORS MAY VARY FROM ACTUAL PRODU

Client & Location	Original Drawing & Revisions					CUSTOMER APPROVAL
PURCHASER: Alam Khan PHONE NO: 818 264 6712	1	NEW FWY PYLON SIGN CONCEPT	.5	MP	SS	11-11-18	Approval for Size, Design and Colors

EXHIBIT B



CONCEPT

PROPOSED DOUBLE FACED ELECTRIC, FREEWAY PYLON SIGN

ALL SIGNS U.L. LISTED

DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY. SCALES, DIMENSIONS MAY VARY. SEAMS IN MATERIALS ARE NOT ILLUSTRATED. COLORS MAY VARY FROM ACTUAL PRODU

Client & Location	Original Drawing & Revisions					CUSTOMER APPROVAL
PURCHASER: Alam Khan PHONE NO: 818 264 6712	NEW FWY PYLON SIGN CONCEPT	2.0	MP	SS	11-11-16	Approval for Size, Design and Colors

RESOLUTION 2016-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE AGREEMENT FOR SALES TAX SHARING AND OPERATING BETWEEN THE CITY OF BANNING AND DALIA AUTO GROUP, LLC AND KHAN PROPERTIES AND HOLDINGS, LLC, DOING BUSINESS AS DIAMOND HILLS CHEVROLET BUICK GMC AS PRESENTED OR AMENDED BY CITY COUNCIL FOLLOWING PUBLIC COMMENT

WHEREAS, City of Banning ("City") is a California municipal corporation; and

WHEREAS, the City proposes to provide assistance in the expansion and renovation of a major automobile dealership in the City; and

WHEREAS, Dalia Auto Group, LLC and Khan Properties and Holdings, LLC, doing business as Diamond Hills Chevrolet Buick GMC ("Dalia) is a limited liability company qualified to conduct business in the State of California and City of Banning; and

WHEREAS, the sales tax revenue generated by local merchants is critical to the City's economic viability; and

WHEREAS, Dalia purchased Diamond Hills Auto Group located at 4545 W. Ramsey Street and 4661 W. Ramsey Street, Banning, California; and

WHEREAS, Dalia possesses a valid City of Banning Business License, Sales Permit from the California Department of Motor Vehicles, and Sales and Use Permit from the State Board of Equalization; and

WHEREAS, pursuant to Government Code Section 53083, the City has provided detailed terms of a proposed agreement between the City and Dalia in an Economic Development Subsidy Report; and

WHEREAS, operation of Dalia in the City, pursuant to the proposed Agreement, would provide the following benefits to the community:

1. Ensuring increased sales tax revenue, which ultimately funds essential City services while securing the City's financial stability

2. Creating at least 10-15 new jobs in the community, thereby stimulating further generation of sales tax revenue and increased demand for housing, goods and services

3. Occupying a strategic site, Dalia complements the three existing new car dealerships with plans of expanding and making it a more appealing, economically vibrant destination for prospective car buyers

WHEREAS, City and Dalia have negotiated the terms of an Economic Development Subsidy Agreement to provide assistance to Dalia in purchasing additional parcels with freeway front signage, renovation, and expansion of the dealership, to ensure the long-term success of the City retail operation; and

WHEREAS, pursuant to Government Code 53083, the City has held a noticed public hearing regarding the proposed economic development subsidy as required by said statute; and

WHEREAS, the City has duly considered all terms and conditions of the proposed agreement and maintains it severs the public interest of the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1: That the City Council approves the Economic Development Subsidy Report and Agreement as presented or amended by City Council following public comment.

SECTION 2: That the City Council authorizes the City Manager for the City of Banning to execute the Sales Tax Sharing and Operating Agreement.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2016.

George Moyer, Mayor
City of Banning, California

ATTEST:

Marie A. Calderon, City Clerk
City of Banning, California

APPROVED AS TO FORM AND LEGAL CONTENT:

John C. Cotti, Interim City Attorney
Jenkins & Hogan, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2016-80 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December, 2016, by the following vote, to wit:

AYES: Councilmembers Andrade, Franklin, Peterson, Welch, Mayor Moyer
NOES: None
ABSENT: None
ABSTAIN: None

Marie A. Calderon

Marie A. Calderon, City Clerk
City of Banning, California

AGENDA
SPECIAL CITY COUNCIL MEETING
CITY OF BANNING
BANNING, CALIFORNIA

October 25, 2016
2:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

I. CALL TO ORDER

Roll Call - Councilmembers Franklin, Miller, Moyer, Peterson, Mayor Welch

II. PUBLIC COMMENTS – *On Items Not on the Agenda*

A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff or future study, research, completion and/or future Council Action.) (See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

III. REPORTS

1. Consideration and Approval of the Transfer of the Operating Covenant from Diamond Hills Auto Group, Inc. (Diamond Hills) to Dalia Auto Group, LLC (Dalia), Approval to Release the Tax-Sharing Payments in Arrears to Dalia, and Approval of the Amended and Restated Terms of Operating Covenant between the City of Banning (City) and Dalia……1
   (Staff Report – Rochelle Clayton, Deputy City Manager)

Recommendation: **Consideration and approval of the transfer of the Operating Covenant from Diamond Hills Auto Group, Inc. (Diamond Hills) to Dalia Auto Group, LLC (Dalia), approval to release the tax-sharing payments in arrears to Dalia, and approval of the Amended and Restated Terms of Operating Covenant between the City of Banning (City) and Dalia. If approved, staff will bring the full agreement to Council at its meeting on November 7, 2016 for final approval.**

IV. ADJOURNMENT

Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Friday, 8 a.m. to 5 p.m.

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens.

NOTICE: Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public.

Any member of the public may address this meeting of the Mayor and Council on any item which does not appear on the agenda, but is of interest to the general public and is an item upon which the Mayor and Council may act. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and 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 Section 54954.2 of the Government Code.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (951) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Tile II]

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Michael Rock, City Manager**

PREPARED BY: **Rochelle Clayton, Deputy City Manager**

MEETING DATE: **October 25, 2016**

SUBJECT: **Consideration and Approval of the Transfer of the Operating Covenant from Diamond Hills Auto Group, Inc. (Diamond Hills) to Dalia Auto Group, LLC (Dalia), Approval to Release the Tax-Sharing Payments in Arrears to Dalia, and Approval of the Amended and Restated Terms of Operating Covenant between the City of Banning (City) and Dalia.**

RECOMMENDATION:

Consideration and approval of the transfer of the Operating Covenant from Diamond Hills Auto Group, Inc. (Diamond Hills) to Dalia Auto Group, LLC (Dalia), approval to release the tax-sharing payments in arrears to Dalia, and approval of the Amended and Restated Terms of Operating Covenant between the City of Banning (City) and Dalia. If approved, staff will bring the full agreement to Council at its meeting on November 7, 2016 for final approval.

JUSTIFICATION:

Dalia has made a formal request to amend the current operating covenant to be vested with the new ownership. Since assuming operations from Diamond Hills, Dalia has not received sales tax sharing payments provided for in the existing agreement. Dalia has made some improvements and developed an improvement plan that includes the following:

- Acquisition of freeway frontage property by Khan Properties and Holdings, LLC for visible signage from the freeway and visible auto inventory from the freeway, estimated to cost $750,000

- Purchase of signage to be installed at the property acquired along I-10 freeway, estimated to cost $700,000

- Renovations and upgrades of the existing facility, consistent with GM standards, estimated to cost from $1,800,000 to $2,000,000

The expansion is projected to cost from $3.2M to $3.5M and significantly increase sales volume and create more jobs. If Dalia is able to renovate the facility to meet GM standards and specifications, Dalia's profit on new vehicles will increase by $400 per vehicle, which will also increase sales tax revenue.

While Dalia has improved sales since the purchase of Diamond Hills, the revenue increase is not sufficient to support capital improvements that will ultimately increase customers by way of freeway traffic and the ability to expand inventory and remain a source of long term revenue to the City through sales tax.

BACKGROUND:

On November 9, 2015, Diamond Hills Auto Group, Inc. sold and assigned its interests in the Property to the Dalia. In September 2015, the City was approached by representatives from the Dalia to notify the City that a sale was pending, secure a new business license and submit a sign permit.

Since the sale and transfer, the new operator has made significant changes to its operations, and include:

- Since November sales volume has increased and is on track to outperform last year's sales by 7-10% in both new and used inventory;

- Job creation: full time employee count is now up to 63 (existing agreement required 49); and

- Community involvement: Dalia differs in its approach to the local community by sponsoring local events (including Stagecoach Days) and partnering with employers on various cross-promotional opportunities throughout the Pass area.

OPTIONS:

1. Approve the transfer of the Operating Covenant from Diamond Hills to Dalia, release the tax-sharing payments in arrears to Dalia, and approve the Amended and Restated Terms of Operating Covenant between the City of Banning (City) and Dalia. If approved, staff will bring the full agreement to Council at its meeting on November 7, 2016 for final approval.
2. Do not approve and provide direction to staff.

FISCAL IMPACT:

No fiscal impact to the budget. The existing operating covenant reimburses the dealership operator based upon sales tax revenue and has been factored into budgetary revenue projections. City is approximately $100,000 in arrears for quarterly payments to the dealership.

If approved, the cost of renovations, not to exceed $3.2M will be paid to Dalia over an estimated 15 years, will be factored into the annual budget.

ATTACHMENTS:

1. Tentative Agreement for a Transfer of Operating Covenant and the Amended and Restated Terms of the Operating Covenant.

Reviewed and Approved by:

for Michael Rock

Michael Rock
City Manager

Prepared by:

Rochelle Clayton
Deputy City Manager/
Administrative Services Director

ATTACHMENT 1

TENTATIVE AGREEMENT FOR A TRANSFER OF OPERATING COVENANT AND THE AMENDED AND RESTATED TERMS OF THE OPERATING COVENANT
Between
The City of Banning and
Dalia Auto Group, LLC

October 25, 2016

1. Transfer of Agreement for Operating Covenant, providing for an economic subsidy in the form of sharing of sales tax revenue, from Diamond Hills Auto Group to Dalia Auto Group, LLC, doing business as Diamond Hills Chevrolet Buick GMC and Khan Properties and Holdings, LLC.

2. The Amended and Restated Agreement for Operating Covenant is entered into between the City of Banning (City) and Dalia Auto Group, LLC and Khan Properties and Holdings, LLC (Dalia), whereby the City agrees to pay Dalia a portion of the sales tax revenue as a subsidy for renovations, improvements and expansion to the auto dealership.

3. The City will pay Dalia a percentage of the sales tax revenue as an economic subsidy for renovations, improvements and expansion at a rate of 85% over the first $150,000 annually in the form of quarterly payments, provided that Dalia maintains its obligations under this agreement.

4. City and Dalia obligations are defined as follows:

Dalia and Khan Properties OBLIGATIONS:

A. Provide and operating covenant to operate a Chevrolet Buick GMC dealership at its current location or in the City of Banning for a period of fifteen (15) years.
B. Make improvements and renovations to the existing dealership, acquire property along the freeway, and install a freeway frontage sign. An expansion of the dealership will be applicable to the economic subsidy for improvements, up to the maximum of $3,200,000.
C. Provide the option to the City to display a message on the freeway frontage sign, including but not limited to "Welcome to Banning."
D. Provide the City with documentation of soft and hard costs of all improvements, renovations and acquisitions, including a report of progress on an annual basis at the anniversary of the agreement.

City OBLIGATIONS:

A. City to pay Dalia a portion of the sales tax revenue as an economic subsidy for renovations, improvements, acquisitions, and expansion to the auto

dealership, in an amount not to exceed $3,200,000 at a rate of 85% over the first $150,000 annually in the form of quarterly payments, provided that Dalia maintains its obligations under this agreement and completes the renovations, improvements, acquisition and possible expansion. The City shall keep 100% of the first $37,500 each quarter, and any sales tax revenue above $37,500 shall be split with 15% to the City and 85% to Dalia until the total cost of renovations, improvements, acquisitions, and expansion has been recovered by Dalia.

B. Upon recovery of the cost of renovations, improvements, acquisitions, and expansion, the City shall pay Dalia a portion of the sales tax revenue at a rate of 50% over the first $200,000 annually in the form of quarterly payments, provided that Dalia remains in operation at its current location or within the City of Banning. The City shall keep 100% of the first $50,000 each quarter, and any sales tax revenue above $50,000 shall be split with 50% to the City and 50% to Dalia.

C. If Dalia does not show adequate documentation to the City of renovations, improvements, acquisitions, and expansion, the economic subsidy shall convert to the terms at set forth in item B under City Obligations.

5. The term of this Agreement shall remain in effect for fifteen years at the economic subsidy rate of 85% of sales tax revenue to Dalia over the first $150,000, or until Dalia has recovered their costs for renovations, improvements, acquisitions, and expansion. If they recover the costs for renovations, improvements, acquisitions, and expansion, or do not complete the renovations, improvements, acquisitions, and expansion the rate shall convert to 50% of sales tax revenue to Dalia over the first $200,000.

CITY OF BANNING

_____

Michael Rock, City Manager

Dalia Auto Group, LLC

_____

Alam Khan

Khan Properties and Holdings, LLC

_____

Alam Khan

RESOLUTION NO. 2012-59

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA, ENTERING INTO AN ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM AND AUTHORIZING AN AMENDED AND RESTATED OPERATING COVENANT WITH DIAMOND HILLS AUTO GROUP, INC.

WHEREAS, On June 12, 2012, the City enacted an ordinance adding Chapter 3.28 to the Banning Municipal Code adopting a comprehensive set of economic development incentives and programs to promote the development of Banning in the face of unique environmental constrains, to create jobs and to preserve the sound fiscal basis of the City in light of the elimination of redevelopment in California. To accomplish the purposes provided in the ordinance, the City and its associated and subordinated entities have the power to carry out policies, plans and programs, to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community. These programs may be carried out singly or in combination in a manner to promote the economic development objectives of Chapter 3.28, with Section 3.28.020(F) specifically providing for the use of "Economic Development Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources but any such tax may only be imposed in accordance with law; and

WHEREAS, DIAMOND HILLS AUTO GROUP, a California Corporation ("Dealership") operates a Buick, Chevrolet, GMC automobile sales franchise in the City of Banning at 4661 W. Ramsey Street ("the Existing Facility"); and

WHEREAS, On September 27, 2005, the City and Dealership entered into an "Agreement Regarding Operating Covenant" (the "Original Agreement") whereby the City agreed to (i) Pay the Dealer $2,000,000 over a ten year period, or until September 2015; (ii) Provide the parties an option to extend the Original Agreement by ten years, or until Septermber 2025, and create a new ceiling of $5,000,000 if the Dealer added a maximum of two new dealer franchises to the existing dealership; and (iii) Pay the Dealer a sliding percentage scale of sales tax as long as the City maintained a minimum threshold of $200,000 per year in sales tax by the Dealer. The percentage split ranged from 80% in Year 1 and decreased 5% per year until the percentage split was 50% in Year 7. Essentially, therefore, the Original Agreement contemplated a tax-sharing arrangement between Banning and Dealership by which the parties would eventually split the city's sales tax revenue generated from the Dealership's Banning operations on a 50/50 basis; and

WHEREAS, Since mid-2006, the U.S. economy has been suffering a "Great Recession"— the worst economic conditions since the Great Depression of the 1930's. As the economy struggles to recover cities are facing an especially difficult time attracting business and expanding business in their respective communities. The effects of the Recession have been profound on Banning and communities in the region. Although national unemployment rates are improving slowly, California's job recovery is still a major problem. The May 2012

unemployment rate in California was 11%, while the national unemployment rate was 8.1%. The unemployment rate in Riverside County in May 2012 was 12.8%, while the unemployment rate in Banning was 14.6%, which is 6.5% above the national rate. Economists believe that these unemployment rates are understated, since many individuals are underemployed or have stopped actively searching for jobs; and

WHEREAS, The Original Agreement was negotiated and structured pursuant to certain economic assumptions that were thwarted by the unusual circumstances of the Great Recession, and this has in turn substantially frustrated the ability of the parties to share sales tax revenues in the manner originally contemplated. Therefore, Dealership has requested the City to amend the Original Agreement as follows: (i) To remove the ceiling of $2,000,000 and ten years as outlined in the Original Agreement; (ii) To establish a minimum sales tax threshold of $25,000 per quarter or $100,000 per year before the City and the Dealership would split 50% of the sales tax generated over that threshold; (iii) To establish a seven eyar term with two option periods each having a seven year time frame potentially adding fourteen additional years to the term; (iv) To condition the Dealership to remain in the City of Banning during the term of the Amended Agreement, which includes operating out of their existing location at 4661 W. Ramsey Street, relocating to a new location within the City, or operating multiple locations within Banning; (v) To condition the Dealership to provide various upgrades and improvements to their Existing Facility, provide new improvements to another location in Banning, or provide improvements to multiple locations in Banning; and (vi) To make the contractual obligations and rights terminable at the will of either party at any time. Without such amendments to allow actual sharing of sales tax revenues between the City and Dealership, the Dealership could potentially be forces to cease operations in the City and/or would be unable to make upgrades and improvements to its Existing Facility (or any other location in Banning) as needed to remain competitive and viable; and

WHEREAS, To implement the above-described revisions to the Original Agreement, Council is now presented with the "AMENDED & RESTATED AGREEMENT FOR PURCHASE OF OPERATING COVENANT ("Agreement") attached hereto as Exhibit "A"; and

WHEREAS, The parties believe that it is in the public interest to retain the operations of Dealership in the City via the Agreement for the following reasons: (i) The Dealership is the only new vehicle dealer in the City, thus providing a unique service that is not fulfilled by any other business in the City; (ii) The Dealership generates an average of 10% of the City's total sales tax revenues in any given year and is thus one of Banning's most significant tax-generating business; (iii) The Dealership currently has forty-nine (49) full time employees and seven (7) part time employees, and the Dealership is anticipating adding approximately seven (7) new positions by the end of this year; (iv) Since 2005, the Dealership has provided enhancements and improvements to its existing location and has supported numerous non-profits, businesses, and City-related events during this time period; and (v) if the Dealership were to close, it would leave vacant a site that otherwise may be very difficult to utilize; and

WHEREAS, Under the City's economic development program under Chapter 3.28 of the Banning Municipal code, the Council must make the following findings to adopt the

agreements for implementing the Project:

A. The Project will meet the conditions of Section 3.28.050 by (i) alleviating persistent conditions of blight; or (ii) creating new, or retaining, substantial revenues to the City and meeting the minimum thresholds for positive fiscal impact on City (i.e., at least $100,000 in annual revenues to City); or (iii) the Project will produce unique community amenities, especially as the Dealership is the City's only new automobile dealership.

B. The Project maintains unique private facilities not otherwise existing in Banning.

C. The Project has received all other discretionary entitlements required under the Zoning Ordinance, including any environmental review required by the California Environmental Quality Act.

D. The Project will not have an adverse effect on surrounding properties or the permitted uses thereof. The development of the project must not have a substantially adverse impact on traffic, or on surrounding properties or on the community generally.

The economic development agreement contains providisons to assure the continued operation of the Project consistent with Chapter 3.28 and providing for the enforcement of the covenants contained therein by City; and

WHEREAS, The City Council has conducted a public hearing as required by BMC Section 3.28.080(A); and

WHEREAS, The City council has reviewed the 3.28 Summary Report and considered all ordal and written testimony relating during the public hearing, as well as, related to this matter.

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

SECTION 1. The above Recital are true and correct and incorporated into the terms and finding of this Resolution by this reference.

SECTION 2. Based on the foregoing recitations and all evidence presented to and considered by the City Council, including but not limited to the 3.28 Summary Report the findings of which are incorporated herein, the City Council hereby finds and determines:

A. The project will meet the conditions of Section 3.28.050 by (i) alleviating persistent conditions of blight; or (ii) creating new, or retaining, substantial revenues to the City and meeting the minimum thresholds for positive fiscal impact on City (i.e., at least $100,000 in annual revenues to City); or (iii) the Project will produce unique community amenities, especially as the Dealership is the City's only new automobile dealership. The project meets on or more of the above condtiions:

(1) The Project will avoid creating a blighted condition by retaining and enhancing a use at the existing location where a property owner would find it difficult to utilize or renovate or other uses. The existing buildings

on the site are specifically geared toward an auto dealerhsip use and would be difficult to market and re-use. The proejct will serve to strengthen Banning's land use and social structure, and will alleviate economic and physical blight within the community.

(2) The Project will retain one of Banning's most significant tax-generating businesses. The Dealership represents approximately 10% of the City's annual sales tax generation and the Dealership will continue to provide the City with equivalent revenues for the next seven years. The City also projects that revenues generated by the Dealership will continue to increase as the economy recovers and if the Dealership expands its footprint in the City. Because the Agreement set a threshold of $100,000 annual sales tax generation by the Dealership, the Agreement meets the threshold set forth in BMC 3.28050(D).

(3) The Project will continue to be significant to the community's character and quality of life. The Project retains the City's only existing new car dealership. The Project is vital and in the best interest of the City and will serve the health, safety, and general welfare of the citizens of Banning and the region.

B. The Project has received all other discretionary entitlements required under the zoning ordinance, including any environmental review required by the California Environmental Quality Act. The project includes facade related enhancements that consist primarily of new exterior remodeling, light, trim, fascia pop out details, window, signage and branding images, stucco, paint, and landscapring. The improvements will be consistent with the recent improvements the Dealer made at their Upland, California location. Should the Dealer relocate or expand to another Banning site, the appropriate environmental requirements would be imposed on the proejct.

C. The Proejct will not have an adverse effect on surround properties or the permitted uses thereof. The development of the Project will not have a substantially adverse impact on traffic, or on surrounding properties or on the community generally. The proposed enhancements and improvements outlined for the Proejct are on-site and will not create an adverse impact on traffic, surrounding properties, or the community in general.

D. The Agreement containes provisions to assure the continued operation of the Project consistent with Chapter 3.28 and providing for the enforcement of the covenants contained therein by the City. The Agreement obtains from Dealership a commitment to its continued operation in Banning for at lease the next seven years, with two possible two-year extension. Breach of that commitment affects a legally-enforceable default of the City's Agreement with the Dealership.

SECTION 3. The City Council hereby approves the Agreement as Exhibit "A" hereto and authorizes its execution in accordance with the foregoing findings.

SECTION 4. The City Manager is hereby authorized to take all actions necessary to effectuate and approve the Agreement and the transactions describe in this Resolution.

SECTION 5. The City Clerk shall certify to the passage and adoption hereof.

PASS, APPROVED AND ADOPTED this 24th day of July, 2012.

Don R. Robinson, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2012-59 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 24th day of July, 2012, by the following vote, to wit:

AYES:	Councilmembers Botts, Franklin, Hanna, Machisic, Mayor Robinson
NOES:	None
ABSENT:	None
ABSTAIN:	None

Marie A. Calderon, City Clerk
City of Banning, California

EXHIBIT "A"

to

Resolution No. 2012-59

AMENDED AND RESTATED AGREEMENT FOR

PURCHASE OF OPERATING COVENANT

between

THE CITY OF BANNING,

a municipal corporation

and

DIAMOND HILLS AUTO GROUP, INC.,

a California corporation

Effective Date: _____

Commencement Date: January 1, 2012

AMENDED & RESTATED AGREEMENT FOR PURCHASE OF OPERATING COVENANT & OPERATING COVENANT

This Amended & Restated Agreement for Purchase of Operating Covenant & Operating Covenant (**"Agreement"**) is entered into between (i) the CITY OF BANNING (**"Banning"**), a municipal corporation, and (ii) DIAMOND HILLS AUTO GROUP, INC. (**"Dealership"**), a California corporation. Banning and Dealership are each individually referred to as a "party" and collectively as the "parties".

1. EFFECTIVE DATE

This Agreement will not become effective until it (i) has been duly executed by the authorized officers of the Dealership and delivered to Banning, and (ii) has been duly approved by the City Council of the City of Banning (the **"Effective Date"**).

2. RECITALS AND REPRESENTATIONS

2.1 The Dealership represents and warrants to the City that it has the legal right to use and occupy that certain real property (the **"Property"**) located within the City of Banning, and commonly known as 4661 W. Ramsey Street, Banning, California. A legal description of the Property is attached as Exhibit "A". A map showing the location of the Property is attached as Exhibit "B".

2.2 The Dealership represents and warrants to the City that, pursuant to a management agreement its affiliate, Mark Christopher Chevrolet, Inc., a Delaware Corporation (**"Manager"**), is operator of the **"Existing Facility"** (hereinafter defined) located on the Property and that it has an option to purchase said parcel from its current owner, Sunset Chevrolet/Oldsmobile, Inc., a California Corporation and Frank Coletto. A copy of the Management Agreement is attached hereto as Exhibit "C". "Dealership" includes any entity in which the principals of Dealership own a controlling interest.

2.3 On September 27, 2005, the City and Dealership entered into an "Agreement Regarding Operating Covenant" (the "Original Agreement") whereby the City agreed to (i) Pay the Dealer $2,000,000 over a ten year period, or until September 2015; (ii) Provide the parties an option to extent the Original Agreement by ten years, or until September 2025, and create a new ceiling of $5,000,000 if the Dealer added a maximum of two new dealer franchises to the existing dealership; and (iii) Pay the Dealer a sliding percentage scale of sales tax as long as the City maintained a minimum threshold of $200,000 per year in sales tax by the Dealer. The percentage split ranged from 80% in Year 1 and decreased 5% per year until the percentage split was 50% in Year 7. Essentially, therefore, the Original Agreement contemplated a tax-sharing arrangement between Banning and Dealership by which the parties would eventually split the City's sales tax revenue generated from the Dealership's Banning operations on a 50/50 basis.

2.4 Since mid-2006, the U.S. economy has been suffering a "Great Recession"—the worst economic conditions since the Great Depression of the 1930's. As the economy struggles to recover cities are facing an especially difficult time attracting business and expanding business in their respective communities. The effects of the Recession have been profound on Banning

and communities in the region. Although national unemployment rates are improving slowly, California's job recovery is still a major problem. The May 2012 unemployment rate in California was 11%, while the national unemployment rate was 8.1%. The unemployment rate in Riverside County in May 2012 was 12.8%, while the unemployment rate in Banning was 14.6%, which is 6.5% above the national rate. Economists believe that these unemployment rates are understated, since many individuals are underemployed or have stopped actively searching for jobs.

2.5 In light of the ongoing Recession and the elimination of redevelopment in California pursuant to the adoption of AB1x 26 and the decision of the California Supreme Court in *CRA v. Matosantos* in January 2012, Banning determined that it must develop an alternative means of eliminating blight and undertaking economic development. Thus, Banning adopted Ordinance 1453 on June 12, 2012, establishing an "Economic Development Incentive Program" geared towards attracting new businesses and helping existing businesses to expand and flourish in the community. The goal of this Program is to promote public/private partnerships, encourage businesses to grow and expand, retain and create jobs, promote economic growth in the City, enhance community image, and invest in infrastructure improvements. The Program provides financial assistance to businesses if the business meets specific criteria and provides a significant long-term benefit to the general public. To accomplish the purposes provided in the Program, the City and its associated and subordinated entities shall have the power to carry out policies, plans and programs, to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community. The Program, as codified at Chapter 3.28 of the Banning Municipal Code, specifically provides for the use of "Economic Development Agreements" and "Tax Rebate Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources but any such tax may only be imposed in accordance with law. (*See,* BMC § 3.28.020(F).)

2.6 The Dealership results in significant municipal benefits to Banning and its citizens, including, without limitation, the creation of significant new numbers of employment opportunities, property tax revenues, sales tax revenues, and other ancillary benefits. However, as a result of the Recession, the City has only shared approximately $115,000 in sales tax revenue with the Dealership under the 2005 Original Agreement. This total is well below what the Dealership and City originally projected given ongoing economic conditions. For sixteen quarters the Dealer did not generate enough sales to qualify for a percentage split in sales tax under the Original Agreement. However, as the Recession slowly subsides, in the fourth quarter of 2011 the Dealership finally started to see a small increase in their sales, which exceeded the required threshold amount and did resulted in a small rebate of same tax per the Original Agreement.

2.7 In short, the Original Agreement was negotiated and structured pursuant to certain economic assumptions that were thwarted by the unusual circumstances of the Great Recession, and this has in turn substantially frustrated the ability of the parties to share sales tax revenues in the manner originally contemplated. Therefore, Dealership has requested this Agreement to amend the Original Agreement as follows: (i) To remove the ceiling of $2,000,000 and ten years as outlined in the Original Agreement; (ii) To establish a minimum sales tax threshold of

$25,000 per quarter or $100,000 per year before the City and the Dealership would split 50% of the sales tax generated over that threshold; (iii) To establish a seven year term with two option periods each having a two year time frame potentially adding four additional years to the term; (iv) To condition the Dealership to remain is the City of Banning during the term of the Amended Agreement, which includes operating out of their existing location at 4661 W. Ramsey, relocating to a new location within the City, or operating multiple locations within Banning; (v) To condition the Dealership to provide various upgrades and improvements to their Existing Facility, provide new improvements to another location in Banning, or provide improvements to multiple locations in Banning; and (vi) To make the contractual obligations and rights terminable at the will of either party at any time. Without such amendments to allow actual sharing of sales tax revenues between the City and Dealership, the Dealership could potentially be forced to cease operations in the City and/or would be unable to make upgrades and improvements to its Existing Facility (or any other location in Banning) as needed to remain competitive and viable.

2.8 The parties believe that it is in the public interest to retain the operations of Dealership in the City for the following reasons: (i) The Dealership is the only new vehicle dealer in the City, thus providing a unique service that is not fulfilled by any other business in the City; (ii) The Dealership generates an average of 10% of the City's total sales tax revenues in any given year and is thus one of Banning's most significant tax-generating business; (iii) The Dealership currently has 49 full time employees and 7 part time employees, and the Dealership is anticipating adding approximately 7 new positions by the end of this year; (iv) Since 2005, the Dealership has provided enhancements and improvements to its existing location and has supported numerous non-profits, businesses, and City-related events during this time period; and (v) if the Dealership were to close, it would leave vacant a site that otherwise may be very difficult to utilize. This Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City and its citizens, will serve to strengthen the City's land use and social structure, and alleviate economic and physical blight within the City.

2.9 Based upon the foregoing understandings, the specific purpose of this Agreement is to amend and restate the Original Agreement to provide Dealership with financial assistance consistent with Chapter 3.28 of the Banning Municipal Code via rebates of local sales tax and implement the other amendments outlined in Recital 2.7 above.

3. TERMS OF OPERATING COVENANT & SALES TAX SHARING

3.1 Definitions. In addition to the defined terms set forth in various sections of this Agreement, the following terms shall have the following meanings:

3.1.1 **Base Amount**: The "Base Amount" means the amount of Sales Tax Revenue the City must receive during each Computation Period and/or Computation Year before the City is required to make a Covenant Payment to Dealership. For the purposes of this Agreement, the Base Amount for each Computation Period shall be Twenty-Five Thousand Dollars and No Cents ($25,000.00) and the Base Amount for each Computation Year shall be One Hundred Thousand Dollars and No Cents ($100,000.00). The City keeps the Base Amount.

3.1.2 **Claims and Liabilities**: "Claims and Liabilities" means any and all claims, demands, damages, causes of action, liens, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with this Agreement and/or the sharing of Sales Tax Revenues hereunder. Claims or Liabilities include, but are not limited to, actions where (i) the City, its officers, agents or employees, is made a party to any action or proceeding filed or prosecuted against Dealership for any such Claims or Liabilities, or (ii) Dealership, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Banning for any such Claims or Liabilities.

3.1.3 **Commencement Date**: "Commencement Date" means January 1, 2012.

3.1.4 **Computation Period**: "Computation Period" shall mean each continuous three (3) month period during the Eligibility Period. There will be a total of twenty-eight (28) Computation Periods within the Eligibility Period. From the Commencement Date, the first Computation Period was January 1 through March 31, 2012. The second Computation Period shall be commence April 1, 2012, and ending June 30, 2012, and so on.

3.1.5 **Computation Year**: "Computation Year" shall mean four (4) immediately successive Computation Periods. Unless extended pursuant to Article 4 hereof, there shall be a total of seven (7) Computation Years within the Eligibility Period (or January 1, 2012, through December 31, 2018).

3.1.6 **Covenant Payments**: "Covenant Payments" means those contingent payments made by Banning to Dealership pursuant to Section 3.3 of this Agreement for the purchase of the Operating Covenant described in Section 3.2 of this Agreement.

3.1.7 **Dealership Activities**: "Dealership Activities" means the commercially reasonable business practices and activities associated with conducting an automobile dealership, including, but not limited to, the selling, leasing, rental; purchasing, transporting, servicing, repairing, and detailing of new and used motor vehicles, including, but not limited to, automobiles, trucks, and any other motorized vehicle, and all other related activities conducted directly by Dealership, concessionaires, or lessees thereof, in the City of Banning.

3.1.8 **Default**: "Default" means the following:

a) Dealership fails to strictly abide by any material provision of this Agreement, including, without limitation, the Operating Covenant;

b) Dealership fails to make any reasonable improvements, repairs or other alterations as required by Article 7; or

c) Dealership relocates any of its business operations in the City of Banning to an area outside the jurisdictional boundaries of the City of Banning; or

d) Dealership fails to make any reasonable improvements, repairs or other alterations to the Existing Facility, at Dealership's sole cost, expense and liability, that may be required pursuant to any applicable Federal, State or local ordinances and regulations; or

e) Dealership fails to maintain the Existing Facility as a first class auto sales center; or

f) Dealership fails to maintain the appropriate master sales permits for the sale and resale of automobiles, trucks, and other motor vehicles from the Existing Facility; or

g) Dealership fails to designate Banning as the point of sale on all sales tax returns to the State of California and in all sales and lease contracts or other transactions related to Dealership Activities conducted at the Existing Facility.

3.1.9 **Eligibility Period**: "Eligibility Period" means the period commencing on the Commencement Date and ending seven (7) years thereafter (subject to extension as hereinafter provided in Article 4 or unless terminated sooner pursuant to specific provisions of this Agreement). The total potential Eligibility Period for the Agreement equals seven (7) years from the Commencement Date, plus two potential seven-year extensions, or a total potential of eleven (21) years. The Eligibility Period is occasionally herein interchangeably referred to as the "term" of this Agreement.

3.1.10 **Existing Facility**: As used in this Agreement, "Existing Facility" shall mean the existing Chevrolet/Oldsmobile automobile dealership and the physical structures, fixtures, landscaping, and all other improvements appurtenant thereto, located on the Property.

3.1.11 **Indemnity Costs**: "Indemnity Costs" means all costs of defending or prosecuting suits or claims, including actual attorneys' fees and expert witness fees incurred in enforcing, perfecting and executing a judgment or award arising from, or related to, either the enforcement or performance of this Agreement or suits/claims relating to, or arising from, the subject matter of this Agreement. Indemnity Costs include, without limitation, attorneys', consultants' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) administrative proceedings and SBE proceedings, (iv) garnishment, levy and debtor and third party examination; (v) discovery; and (vi) bankruptcy litigation. Such costs include all costs of necessary experts including appraisers, financial analysis, tax analysis, audits, and all other necessary consultants. Such costs further include the costs of any settlement or judgment concerning Claims or Liabilities.

3.1.12 **Sales Tax**: "Sales Tax" means all sales and use taxes levied under the authority of the California "Sales and Use Tax Law", Part 1 of Division 2 of the California Revenue and Taxation Code, commencing with Section 6001, and any successor law thereto.

3.1.13 **Sales Tax Revenue**: "Sales Tax Revenue" means that portion of taxes derived and received by Banning from the imposition of the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5, Division 2 of the California Revenue and Taxation Code, Sections 7200, *et seq.*), as it currently exists and as it may be from time to time, amended, repealed and reenacted, renamed, and/or otherwise modified, arising from Dealership Activities conducted at the Existing Facility on the Property. Actual Sales Tax Revenue for each fiscal year shall be determined based upon the final audited sales tax figures released for such fiscal year by the State of California. Sales Tax Revenues shall not include (i) Penalty Assessments, (ii) any Sales Tax levied by, collected for, or allocated to the State of California, the County of Riverside, a

district or any entity (including an allocation to a statewide or countywide pool) other than the City, (iii) any administrative fee charged by the SBE, (iv) any Sales or Use Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except the City's) law, rule, or regulation, (v) any Sales Tax attributable to any transaction not consummated within the Eligibility Period, or (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the state) or set aside and/or pledged to a specific use other than for deposit into or payment from Banning's general fund including retroactively. The term "Sales Tax Revenues" refers to Sales Tax amounts paid by Dealership and allocable to Banning *prior* to any rebate or offset thereof under the tax sharing arrangements in this agreement.

3.2 Operating Covenant; Situs for Tax Purposes. The Dealership covenants and agrees for itself and all voluntary and involuntary successors and assigns to, that, for the duration of the Eligibility Period (subject to extension as hereinafter provided and unless terminated sooner pursuant to specific provision of this Agreement), the Dealership shall operate, or cause to be operated, upon the Property the entirety of the Existing Facility in a commercially reasonable business manner, consistent with all applicable provisions of Federal, State and local laws and regulations. The Dealership Activities shall be conducted on the Property from the Existing Facility. Subject to Section 3.1.5, the Existing Facility shall be operated in accordance with the reasonable and customary automobile dealership practices in the surrounding communities. The Dealership or its successor will operate and maintain the Existing Facility in a commercially reasonable and prudent manner, with the objective of being regarded as a first class auto sales center and to generate the greatest feasible amount of Sales Tax Revenue. To this end, the Dealership shall not cause interruption to, or ceasing of, Dealership Activities for a period of more than three (3) consecutive business days and Dealership shall maintain hours of business in keeping with customary automobile dealership practices. The Dealership's obligations pursuant to the immediately preceding sentence include, without limitation, the obligation to advertise, market and promote the Existing Facility in a commercially reasonable fashion, once again consistent with the objective of maximizing the amount of Sales Tax Revenue. Dealership acknowledges that it is solely responsible for any and all City business license fees and any applicable permits.

3.2.1 *Banning as Situs.* For the term of this Operating Covenant, the City of Banning shall be designated as the situs for all purposes of Sales Tax generated by the Dealership and resulting from the Dealership Activities. Dealership shall obtain, and will maintain, a retail sales tax permit from the SBE. Dealership will take all reasonable actions to maximize Banning sales and assure that transactions occurring in the City of Banning will be qualifying retail sales for Sales Tax purposes in accordance with the rules and regulations of the SBE. Dealership will act and cause its business, unless otherwise agreed to by City, to be the place of sale for all retail sales made by Dealership during the term of this Agreement. In all sales reports filed by Dealership with the SBE, relating to retail sales, where such a designation is permitted or required under the Sales and Use Tax Law, Dealership specify Banning as the place of sale for all of its retail sales. Dealership shall not decrease the scope of its operations at the Existing Facility from their levels of service existent as of the Effective Date hereof without the prior written approval of City, which approval may be executed by the City Manager and shall not be unreasonably withheld or delayed.

3.2.2 *Use of Property.* The Property shall be used only for the purposes of the operation of the Existing Facility for Dealership Activities in accordance with this Agreement, or for the operation of substitute automobile dealership facilities acceptable to Banning in its reasonable discretion and subject to prior written approval of City, which approval may be executed by the City Manager and shall not be unreasonably withheld or delayed.

3.2.3 *Marketing.* Dealership, in the normal course of its business as it produces promotional, sales, advertising, marketing, packaging, and other such materials relating to its Dealership Activities and the Existing Facility shall ensure that such materials prominently display and identify the City of Banning as a major center of Dealership's sales and operations. City is hereby given license by Dealership to use the name, likeness, or other description of Dealership and/or the Existing Facility in City marketing, promotional, or information material prepared for or used by the City. City shall provide Dealership with a reasonable opportunity to review and comment upon any such materials utilizing Dealership's name, likeness or other description. The use of any trademark or servicemark shall be subject to the standards and or requirements associated with the use of such trademark or servicemark.

3.2.4 *Improvements.* Dealership shall build all improvements as required by Article 7 hereof.

3.3 Payment for Operating Covenant Contingent Upon Occurrence of Certain Conditions.

3.3.1 *Sales Tax Rebate to Dealership.* This, paragraph sets forth the parties' agreement with respect to Banning's acquisition of the Operating Covenant set forth in Section 3.2. The consideration to be paid to the Dealership in exchange for the Operating Covenant shall consist of Banning's payment to the Dealership, during the Eligibility Period ending on December 31, 2018 (subject to extension as hereinafter provided in Article 4) of an amount equal to fifty percent (50%) of Sales Tax Revenue in excess of the Base Amount (the **"Banning Payments to Dealership"**).

3.3.2 *Conditions Precedent to Banning Payments to Dealership.* It is expressly agreed that Banning's obligations under this Section 3.3 are contingent on a Computation Period to Period basis and, for each Computation Period, Banning's obligations to make any payments hereunder are expressly contingent upon the satisfaction of the following conditions precedent in each such Computation Period:

a) Dealership having, for the entirety of the subject Computation Period, completely fulfilled its material obligations under this Agreement, including, without limitation, the Operating Covenant; and

b) Dealership having generated no less than the Base Amount in Sales Tax Revenues allocable to City in the subject Computation Period (i.e., at least $25,000 in the Computation Period); or

c) Dealership having generated no less than the Base Amount in Sales Tax Revenues allocable to City in the prior Computation *Year* (i.e., the $100,000.00 Base Amount must have been generated in the prior Computation Year). For

example, as a condition precedent to the City making any Banning Payments to Dealership in the course of the year 2013, Dealership shall have met or exceeded the Computation Year Base Amount in year 2012; likewise any payments for any Computation Period in the year 2014 shall be conditioned on the Dealership having met the Computation Year Base Amount in the year 2013, and so on. Amounts shall not be aggregated from Computation Year to Computation Year, nor from Computation Period to Computation Period. Only after completing a Computation Year that meets or exceeds the Base Amount of $100,000 will there be an entitlement to Banning Payments to Dealership in the following year. For example, if Dealership is unable to generate $100,000 Base Amount in year 2012 and 2013, but Dealership is able to generate said Base Amount in Year 2014, then the Dealership will be entitled to start receiving Banning Payments to Dealership in the first Computation Period of year 2015 (assuming all other conditions precedent are met, including the Base Amount condition for that Computation Period).

Should any one of the foregoing conditions precedent not be satisfied for any Computation Period, then Banning shall have no obligation under this Section 3.3 to make, and may cease making, any payments to Dealership. In any action or proceeding brought by either party to interpret or enforce the provisions of this Section 3.3, the trier of fact in such action or proceeding may refer to this paragraph to ascertain and give effect to the intention of the parties hereto.

For purposes of this Section 3.3, Banning will be deemed to have "made" a Quarterly Payment (hereinafter defined) or Adjustment Payment (hereinafter defined) to Dealership if Banning either (i) makes a cash payment to Dealership as provided in Section 3.3.4 or 3.3.5, or (ii) applies any amount due to Dealership under this Section 3.3 to reduce the amount of any then-existing Sales Tax Deficit (hereinafter defined) as provided in Section 3.3.5.

3.3.3 *Calculation of Quarterly Payments for The First Three Computation Periods of Each Computation Year.* Within thirty (30) days following the end of each of the first three (3) Computation Periods during each Computation Year, Dealership shall submit to Banning a certified copy of its report to the State of California Board of Equalization (**"BOE"**) which sets forth the amount of sales tax paid to the BOE during that Computation Period arising from Dealership Activities conducted at the Existing Facility on the Property or such other sites/facilities as may be subject to this Agreement. Within twenty (20) days from the Dealership's submission of the aforementioned report, Banning shall determine the amount of Sales Tax Revenue it will receive for the subject Computation Period. Within twenty (20) days following Banning's determination of the Sales Tax Revenue for the subject Computation Period, and contingent upon Banning's determination that the Dealership generated no less than the Base Amount for that Computation Period (i.e., $25,000), Banning shall pay to Dealership an amount equal to Banning Payments to Dealership of the Sales Tax Revenue generated during the subject Computation Period which is in excess of the Base Amount (**"Quarterly Payment"**). The fourth Computation Period of each Computation Year shall be used as an adjustment period as described in the immediately following Section 3.3.4.

3.3.4 *Year-End Adjusted Payments*. Within one hundred twenty (120) days following the end of each Computation Year, Banning will determine, based upon information furnished by Dealership and from the BOE, whether Dealership has generated a minimum of the Base Amount in Sales Tax Revenue for that Computation Year. Contingent upon Banning's determination that the Sales Tax Revenues generated during the subject Computation Year are equal to or greater than the Base Amount, Banning will then determine the year-end amount due to Dealership (**"Computation Year Compensation"**), which Computation Year Compensation is calculated as follows:

[Total Calculated Banning Payments to Dealership due for Computation Year]
Minus
[Computation Year Base Amount (or $100,000)]

Computation Year Compensation will be adjusted as follows:

a) If the Computation Year Compensation is equal to the total amount of the Quarterly Payments that were already paid to Dealership in the first three Computation Periods of the Year per Section 3.3.3, then no adjustment or payment shall be necessary.

b) If the Computation Year Compensation is greater than the total amount of the Quarterly Payments that were already paid to Dealership in the first three Computation Periods of the Year per Section 3.3.3, then, within one hundred and sixty (160) days following the end of the Computation Year, Banning shall pay to Dealership an amount (**"Adjustment Payment"**), equal to the difference between the Computation Year Compensation and the total amount of any Quarterly Payments made by Banning to Dealership during that Computation Year.

c) If the Computation Year Compensation is less than the total amount of any Quarterly Payments made by Banning to Dealership during that Computation Year, then the difference between the Computation Year Compensation and the total of any Quarterly Payments made by Banning to Dealership during that Computation Year shall be an obligation of Dealership to Banning. Such obligation shall be hereinafter referred to as the **"Sales Tax Deficit"**.

i. Sales Tax Deficits may be aggregated and carried over from Computation Year to Computation Year. The term "Sales Tax Deficit" means the aggregate of any Sales Tax Deficit generated in the subject Computation Year and any Sales Tax Deficit carried over from a previous Computation Year or Years.

ii. Sales Tax Deficits shall be applied to offset any Quarterly Payment or Adjustment Payment which Banning may owe to Dealership in any subsequent Computation Period or Computation Year. Any amounts which Banning may owe Dealership pursuant to provisions of this Section 3.3 in any

Computation Period shall be first credited to reduce the amount of any then-existing Sales Tax Deficit, and, once that Sales Tax Deficit has been eliminated, Banning shall again commence making Quarterly Payments or Adjustment Payments to Dealership if and as warranted in future Computation Periods or Computation Years.

3.3.5 *Payment of Sales Tax Deficit or Accrued Payment Upon Expiration or Termination of this Agreement.* If, at the end of the Eligibility Period, there is a Sales Tax Deficit, then Dealership shall pay the amount of such Sales Tax Deficit to Banning within thirty (30) days from the end of such Eligibility Period. Furthermore, if this Agreement is terminated by either party as provided in Section 11.1, then (i) the Dealership shall, within thirty (30) days from such termination, pay to Banning the amount of any then existing Sales Tax Deficit that accrued prior to the date of termination, and (ii) Banning shall, within ninety (90) days from such termination, pay to Dealership any amounts due to Dealership that accrued prior to the date of termination.

3.3.6 *Contingent Obligation.* Banning's obligation to make the payments hereinabove described is expressly subject to the provisions of Sections 3.4 and 11.1 of this Agreement.

3.4 Audit/Review of Books and Records. Either party shall, upon no less than five (5) days prior written request from the other party, make the entirety of its books and records relating to the calculation and determination of that party's rights and obligations under this Agreement available at no cost to the requesting party and/or its designees (including its accountants and/or attorneys) and shall direct its accountants and other consultants and contractors in possession of its books and records to do likewise; provided, however, that nothing herein shall be deemed to abridge or constitute a waiver of any party's evidentiary rights and privileges arising pursuant to any provision of law, hereof or as otherwise ordered by any court of competent jurisdiction. Each party shall bear the costs of its own auditors, experts and other consultants it may engage to complete its investigation of the other party's books and records hereof, or as otherwise ordered by the court.

3.5 Review of Dealership's Operations. City may conduct a review, upon reasonable notice, of Dealership's operations in City to verify that it is conducting its sales operation in a way that requires all Sales Tax to be allocated to City or as otherwise may be required to assure that the terms of this Agreement, including the Operating Covenants, are being fulfilled

4. OPTION TO EXTEND TERM / ELIGIBILITY PERIOD

4.1 Extension of Term/ Eligibility Period. The term of this Agreement, including the Eligibility Period, may be extended no more than twice, with each possible extension being a maximum of two years. No later than sixty (60) days prior to the expiration of this Agreement and the Eligibility Period, either party may seek to exercise the option to extend this Agreement (the **"Optioning Party"**) by giving the other party (the **"Non-Optioning Party"**) written notice of the Optioning Party's desire to extend the Agreement. Within thirty (30) days following such notice, Non-Optioning Party shall notify Optioning Party whether it consents to the option to

extend the Eligibility Period, in which case such term shall be extended for no more than seven years, so long as no more than two such extensions are granted. The Non-Optioning Party may elect to reject a request for extension in its sole discretion.

4.2 Commencement of Extended Terms. Each extension of the Eligibility Period, if any, shall commence upon the date that marks the start of the first Computation Period following the Optioning Party's request for extension per Section 4.1. For example, if the Eligibility Period is set to expire December 31, 2018 (as it is for the initial term hereof), and if an Optioning Party timely requests extension of the Period in accordance with Section 4.1 with the request being accepted by the Non-Optioning Party, then the start of the extended term would be January 1, 2019.

5. AGREEMENT MAY RUN TO OTHER BANNING SITES; EXCLUSIVITY

5.1 Additional or Relocated Sites. Dealership may at its option transfer this Agreement to any site or sites within the City of Banning subject to compliance with all applicable state, federal and local laws, including without limitation the Banning Zoning and Municipal Codes. Without limiting the foregoing, it is the understanding that this Agreement may cover multiple sites of Dealership within the City of Banning if the parties are able to mutually agree to an amendment hereof incorporating and accommodating such additional/relocated sites. Either party may provide written notice to the other that the noticing party elects to first enter into good faith negotiations for a period of not-to-exceed sixty (60) business days to modify the terms of this Agreement in such a manner as to reasonably address a proposed relocation or expansion of Dealership Activities to another site.

5.2 Exclusivity. While this Agreement is in effect, Dealership shall not relocate its business operations outside the jurisdictional boundaries of the City of Banning. Moreover, Dealership shall not open or operate any other business or commercial location undertaking Dealership Activities within any area located within a ten (10) mile radius of the City of Banning jurisdictional boundaries.

6. LIMITS ON ASSISTANCE

6.1 Unless otherwise agreed by the parties in writing, Dealership shall not to seek "Further Assistance" (as defined herein) from the City, its Public Utilities or other affiliated governmental affiliates (collectively "City") for the Existing Facility or any additional Dealership Activities or expanded operations that Dealership may open in the City. The potential for Dealership to expand its Dealership Activities in the City is a material inducement for the City entering into this Agreement and constitutes part of the consideration received by the City under this Agreement. As such, Dealership covenants and agrees that it will not seek Further Assistance from the City during the term of this Agreement regardless of any new or expanded operations Dealership may undertake in Banning. For the purposes of this Section, "Further Assistance" shall mean any:

a) Direct or indirect monetary payments, offsets, reimbursements or other assistance provided to Dealership, as defined herein;

b) Waiver, deferment, or payment of any City fees or charges attributable to Dealership;

c) Waiver or deferment of any condition of approval requiring installation of public improvements, or the City's funding of such public improvements, related to the Property or other real property upon which Dealership is operating or intends to operate;

d) This Section shall not be construed as to prohibit the City providing the assistance described under this Agreement or the City complying with a request by Dealership for expedited permit processing and other land use planning and land assembly services.

6.2 No Financial Assistance To Be Accepted from Other Agencies for Relocation. Unless otherwise agreed by Banning in writing, Dealership covenants and agrees for the period beginning on the Effective Date and continuing until and including the termination or expiration of this Agreement, Dealership will not, directly or indirectly, solicit or accept any Financial Assistance (as defined below) from any other public or private person or entity, to the extent such Financial Assistance is given for the purpose of causing, or would result in, either Dealership Activities being relocated from Banning's jurisdiction or termination of this Agreement. For purposes of this Section 6.2, the term **"Financial Assistance"** means any direct or indirect payment, subsidy, rebate, or other similar or dissimilar monetary or non-monetary benefit, including, without limitation, payment of land subsidies, relocation expenses, public financings, property or sales tax relief or rebates, relief from public improvement obligations, or payment from public improvement obligations, or payment for public improvements to or for the benefit of Dealership.

7. CONSTRUCTION OF IMPROVEMENTS

7.1 Scope Of Improvements & Schedule Of Performance. Dealership shall improve its Existing Location by constructing approximately $1,500,000 worth of improvements, consisting primarily of façade-related enhancements with new exterior lighting, trim fascia, pop-out details, windows, new sign and branding images, stucco, paint, and landscape improvements (the "Improvements"). The Improvements are further detailed in Dealership's Scope of Development and Conceptual Plans (Exhibit "E") and will be consistent with the plans and permits approved by the City pursuant to Section 7.3. Notwithstanding any other provision set forth in this Agreement to the contrary, in the event of any conflict between the narrative description of the Improvements in this Agreement (including Exhibit "E") and the approved plans and permits, the approved plans and permits shall govern.

7.1.1 *Critical Construction Deadlines.* Once Improvement construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Excusable Delay (defined hereinafter). Dealership shall keep Banning informed of the progress of construction and submit to Banning written reports of the progress of the construction when and in the form requested by Banning. Critical Improvement construction deadlines are set forth in Exhibit "F" hereto.

7.1.2 *Extensions of Time.* In addition to delays in the Improvement deadlines as may be permitted due to Excusable Delays, it is understood that the foregoing critical deadlines are subject to all other terms and conditions set forth in this Agreement, and as will be more thoroughly set forth in the future. The critical construction deadlines may be altered or amended by written agreement signed by both parties. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of Banning shall have the authority to approve extensions of time without City Council action if such extension does not exceed a cumulative total of 180 days.

7.2 Dealership Responsible for Improvement Costs. Dealership is responsible for paying all costs for the Improvements unless otherwise provided herein. Improvement costs include the total Improvement construction costs, all site preparation costs, all infrastructure costs, building permits and development fees, all design and consultant costs, all financing costs, all fixtures and equipment for the facility, and all other costs related to the Improvements of any nature whatsoever.

7.2.1 *Prevailing Wages.* Although the parties hereto believe that Dealership will bear all costs of the Improvements and no financial assistance or public monies are being provided to Dealership with respect to the Improvements, Dealership fully accepts the risk that construction or development of the Improvements may qualify as a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720 *et seq.*, (**"Prevailing Wage Law"**), such that it would cause Dealership to be required to pay prevailing wages for any aspect of the development. Dealership hereby represents and warrants that the Improvements are not subject to Prevailing Wage Law because no funding sources for the Improvements will trigger the application of Prevailing Wage Laws. Notwithstanding the foregoing, the Dealership fully bears any and all risk that Prevailing Wage Laws may be found to apply to the Improvements. To this end, Dealership acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Dealership or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law for all or any of the assistance provided hereunder, then Dealership shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City makes no representation that any construction to be completed by Dealership is or is not subject to Prevailing Wage Law.

7.2.2 *Dealership's Financial Statements.* Dealership agrees to provide the City with documentation and financial statements to the end of demonstrating that Dealership can fund the total projected/estimated Improvement costs through, cumulatively, the following sources: (i) Dealership equity, and/or (ii) private financing from financial institutions. Such financial statements shall include statements from financial institutions with whom Dealership conducts business evidencing their willingness to provide the financing required hereunder. If Dealership elects to self-fund the construction of the Improvements, Dealership may satisfy this obligation by providing City with a letter evidencing facts demonstrating Dealership's ability to self-fund the Improvements.

7.3 Improvement Plans.

7.3.1 *Proposed Improvements' Consistency With Plans and Codes.* City warrants and represents that the City of Banning General Plan, and Zoning Ordinance permit City's proposed development, and construction, operation, and use of the Existing Facility as provided in this Agreement, including without limitation the Improvements as described in Exhibit "E", subject to (i) approval of this Agreement, and (ii) those development approvals yet to be obtained, including site plan review, if applicable. It is expressly understood by the parties hereto that City makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City. The City and any other governmental body with jurisdiction over the Property reserve full police power authority over the Property. However, City shall reasonably cooperate with Dealership in procuring the foregoing approvals. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

7.3.2 *Dealership Efforts To Obtain Approvals as May be Needed.* Dealership shall exercise its commercially reasonable efforts to timely submit all documents and information necessary, if any, to obtain any required development and building approvals from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Improvements, Dealership shall comply with all applicable development standards in the City of Banning Municipal Code and shall comply with all building codes, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

7.4 Applicable Laws. Dealership shall carry out the construction of the Improvements in conformity with all applicable laws, including all applicable federal and state labor laws.

8. RESTRICTIONS ON TRANSFER

8.1 Transfers Require Approval. Dealership shall not Transfer this Agreement or any of Dealership's rights hereunder, or any interests in this Agreement, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City which consent shall not be unreasonably withheld. In considering whether it will grant written approval to any assignment by Dealership of its interests herein, which assignment requires City approval, City shall consider factors such as (i) whether Dealership operations within the City would be jeopardized; (ii) the financial strength, reputation and capability of the proposed assignee to perform Dealership's obligations hereunder; and (iii) the proposed assignee's ability to generate a similar fiscal return to City.

No assignment or transfer by Dealership of all or any portion of its interest in this Economic Development Agreement (including without limitation an assignment or transfer not requiring City approval hereunder) shall be deemed to relieve Dealership or any successor party from any obligations under this Agreement with respect to the performance hereof. In addition, no attempted assignment of any of Dealership's obligations hereunder shall be effective unless

and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

8.2 Exceptions. The foregoing restrictions on transfers shall not apply to any of the following:

a) A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

b) A conveyance of this Agreement to any entity that is an Dealership Affiliate. "Dealership Affiliate" shall mean any entity which owns or controls Dealership, to any entity owned or controlled by Dealership, to any entity owned or controlled by or affiliated with any entity which owns or controls Dealership, or to any entity resulting from a consolidation, or to the surviving entity in case of a merger, to which consolidation or merger Dealership shall be a party, or to an entity to which all or substantially all of the assets of Dealership have been sold.

c) Transfers of ownership or control interest between members of Dealership's immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of Dealership's immediate family, or among the entities constituting Dealership.

8.3 Release Of Dealership. City's consent to a Transfer shall not be deemed to release Dealership of liability for performance under this Agreement unless such release is specific and in writing executed by City. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Dealership under this Agreement by the assignee, Dealership shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Dealership is in Default under the terms of this Agreement prior to said Transfer.

8.4 Dealership To Pay Transfer Costs. Dealership will pay Cities their reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any Transfer.

9. LEGAL LIABILITIES; INDEMNITIES; DEFENSE OF ACTIONS

9.1 Indemnification and Defense of Third-Party and SBE Actions; 50%/50% Allocation of Such Indemnity Costs. The parties shall mutually defend and indemnify each other, their officers and employees from Claims or Liabilities arising from this Agreement including, but not limited to, (i) those concerning the validity or enforceability of this or any related agreement between the parties, (ii) those arising from the performance of any party of the terms of this or any related agreement between the parties, (iii) those brought by any third party

and arising hereunder. The responsibility of each party will be to pay their respective share as provided in Sections 9.2.4 and 9.2.5 of the Indemnity Costs hereunder. The foregoing shall not apply to Claims or Liabilities caused by the sole negligence of a party, its officers or employees. This Section 9.1 is only applicable to third-party Claims or Liabilities brought against City and/or Dealership; the provisions of this Section are not applicable to any claims or liabilities which Banning and Dealership may have against each other.

9.1.1 *Defense of SBE Proceedings.* The Cities and Dealership agree that, should the SBE question the correctness of the allocation or determine that there has been an improper allocation to the City, City shall defend such allocation in all SBE administrative proceedings. For purpose of this paragraph, administrative proceedings include all SBE meetings, conferences and appeals before SBE Board Members. Dealership will cooperate fully with the Cities and their attorneys, and shall have the right to be present at and participate in all SBE administrative proceedings.

9.1.2 *Indemnity/Defense of Other Legal Actions.* The indemnity obligations of the parties hereunder extend to the Indemnity Costs of all other Claims or Liabilities arising hereunder of any nature whatsoever arising out of or in connection with this Agreement, the Original Agreement and/or any changes in law as they may apply to this Agreement.

9.1.3 *Appointment of Counsel; Deposit for Costs.* The City shall provide Dealership with notice of the pendency of any third-party action initiated to challenge the rights and obligations established under this Agreement. Depending on the nature of the proceeding, the parties may utilize either the City Attorney's office or may elect to retain separate legal counsel. The parties may mutually agree on a budget and may assign differing roles to legal counsel. Based on the budget, the parties may establish a defense fund and require the deposit of funds with the City in accordance with the shares under Section 9.1.4 so that generally legal costs shall be covered for a period of at least sixty (60) days in advance of the need for expenditure. The parties will continue to make deposits as needed. If any party shall fail to make their deposit, the action may be abandoned by the performing party without liability to the defaulting party. The obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. Each party shall have the right, within the first 30 days of the service of the complaint, in its sole and absolute discretion, to determine that it does not want to defend any litigation attacking this Agreement, in which case the party not wishing to abandon the case shall be responsible for the full costs of the action. In the event of an appeal, or a settlement offer, the parties shall confer in good faith as to how to proceed. In that event, Dealership shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to City beyond the payment of those costs. Notwithstanding Dealership's indemnity for Claims or Liabilities, the City retains the right to settle any claims or litigation brought against it in its sole and absolute discretion and Dealership shall remain liable except where Dealership opposes the settlement. In such case the City may still settle the litigation but shall then be responsible for its own litigation expense but shall bear no other liability to Dealership.

9.1.4 *50/50 Sharing of Indemnity Costs.* The Dealership share of Indemnity Costs shall be 50% of the Indemnity Costs, as will the City's share of Indemnity Costs.

9.1.5 *Withholding City Payment for Indemnification.* City may deduct from any Covenant Payment any amount payable to Dealership (i) any amounts which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City including due to Dealership's failure to perform its indemnity obligations hereunder, and/or (ii) any and all amounts for which the City may be liable to third parties, by reason of Dealership's acts or omissions in performing or failing to perform Dealership's obligation under this Agreement. In the event that any claim is made by a third party or otherwise, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due an amount sufficient to cover such claim. Said withheld monies will be held in a separate account accruing interest at the same rate as Banning's general investments (without liability because of such withholding or interest rate). The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Dealership to insure, indemnify, and protect Cities as elsewhere provided herein. In the event City becomes aware of any such claim, it shall give Dealership written notice of the basis of such claim including any documentation in connection therewith, and Dealership shall have twenty (20) days to provide a written response and City shall have ten (10) days thereafter to advise Dealership of its action on such claim prior to withholding any amount. If Dealership continues to dispute the withholding, City shall retain the funds until the dispute can be resolved. The claim must be actual and not merely potential or speculative, for example the filing of an action before the SBE, the filing of a lawsuit, the failure to pay legal fees which have been incurred pursuant to the indemnity obligation, or similar matter is considered "actual."

9.1.6 *Survival.* All indemnity provisions set forth in this Agreement shall survive termination or expiration of this Agreement.

9.2 Changes in Law. Changes in law that materially undermine the intent and purposes of this Agreement may be a basis for termination or negotiated modification hereof.

9.2.1 City and Dealership acknowledge that as of the Effective Date of this Agreement, the California legislature has adopted certain legislation commonly known as the "triple-flip" which would divert to the State of California up to one-quarter (1/4) of the Sales Tax Revenue which would otherwise be payable to the City pursuant to the Sales Tax and Use Tax Law as it existed prior to enactment of the above-referenced legislation. City and Dealership acknowledge that such legislation will cause a reduction of up to approximately twenty-five percent (25%) of the Sales Tax Revenues which would otherwise be allocable to City and that such reduction will cause a corresponding effect. Furthermore, City acknowledges that it is possible that the legislation described above, or some alternative legislation (whether or not similar to the "triple flip"), may be enacted and effective during one or more subsequent years during the term hereof and may materially and negatively impact the amount of Sales Tax Revenues and, accordingly, Covenant Payments. If future actions of the California legislature with respect to the allocation of Sales Taxes to cities will substantially frustrate the purposes and intent of this Agreement, then either party shall have the right, without obligation, to terminate this Agreement by sending a Termination Notice as described hereinabove. Alternatively, the parties may mutually elect to enter into good faith negotiations for a period of not-to-exceed sixty (60) business days to modify the terms of this Agreement in such a manner as to reasonably address any changes in law. Dealership hereby agrees to indemnify, defend, and hold harmless City, its directors, officers, employees, agents, representatives, heirs, and successors from and

against any and all Indemnity Costs arising from any application or impact of the triple flip or some alternative legislation (whether or not similar to the "triple flip") upon the terms, conditions or implementation of this Agreement. Changes in law for purpose of this Section include new judicial interpretations or applications of law as wells as legislative enactments.

9.2.2 In addition to, and without waiving or limiting the foregoing, the parties shall share 50% / 50% all attorneys' fees and Indemnity Costs, foreseeable or unforeseeable, directly or indirectly, arising from changes in law.

9.2.3 *Recapture of City Payments*. If at any time during or after the term of this Agreement, the SBE determines that all or any portion of the Sales Tax Revenues received by the City were improperly allocated and/or paid to the City (an "improper allocation"), and if SBE requires repayment of, offsets against future Sales Tax Revenues, or otherwise recaptures from the City those improperly allocated and/or paid Sales Tax Revenues, then Dealership shall, within thirty (30) calendar days after written demand from the City, repay all Covenant Payments (or applicable portions thereof) theretofore paid to Dealership which are attributable to such repaid, offset or recaptured Sales Tax Revenues. If Dealership fails to make such repayment within thirty (30) calendar days after the City's written demand, then such obligation shall accrue interest from the date of City's original written demand at the then maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid.

10. DEFAULTS & ENFORCEMENT

10.1 Notice & Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Economic Development Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party (**"Defaulting Party"**) to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure (**"Default Notice"**). The Defaulting Party shall be deemed in **"Default"** under this Agreement, if said breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such breach or failure within thirty (30) calendar days after the date of such notice (**"Cure Period"**). However, if such non-monetary breach or failure cannot be cured within such Cure Period, and if and, as long as the Defaulting Party does each of the following:

(a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the thirty (30) calendar day period;

(b) Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the Default;

(c) Promptly commences to cure the Default within the thirty (30) calendar day period;

(d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

then the Defaulting Party shall not be deemed in breach of this Agreement.

10.2 Abatement of Covenant Payments. If Dealership fails to cure, or commence to cure, a Default as provided above, then Banning's obligations to make any Covenant Payments, if and as warranted by the provisions of Section 3.3, shall be abated and forever forgiven, discharged and excused for all periods of time during which the Default continues to exist (**"Abatement Period"**) If, however, Dealership cures, or commences to cure, such Default as provided in the preceding paragraph, Banning shall continue to make such Covenant Payments if and as warranted by Section 3.3. Furthermore, if Banning's obligation to make Covenant Payments is abated, forgiven, discharged and excused by reason of Dealership's failure to cure or commence such cure within said thirty (30) day period, Banning's obligations shall nonetheless be reinstated, and Banning shall make Covenant Payments if and as warranted by said Section 3.3, upon Dealership's cure of the default; provided, however, that any Sales Tax Revenues generated during the Abatement Period shall not be considered in determining whether Banning is obligated to make Covenant Payments pursuant to Section 3.3.

10.3 Termination. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any Default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement for cause (**"Termination Notice"**). The Termination Notice shall state that the Nondefaulting Party will elect to terminate this Agreement as the Nondefaulting Party elects to terminate within thirty (30) calendar days and state the reasons therefor (including a copy of any specific charges of Default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate Agreements will only be waived if (i) the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) pursuant to Section 10.3.1:

10.3.1 Except as otherwise provided herein, upon such termination all executory obligations under this Agreement that accrue or arise subsequent to the date of termination shall also terminate, but obligations that have accrued or arisen prior to such termination shall remain in full force and effect. Without limiting the generality of the foregoing, no termination of this Agreement shall operate to release or discharge Dealership from any obligation to refund to City any overpaid Covenant Payments or other monies owing to City. In addition, in the event that a court of competent jurisdiction determines the Sales Tax Revenues were improperly received by Banning and orders Banning to pay such improperly received Sales Tax Revenues as damages to a third party, and Dealership received Covenant Payments attributable to such improperly received Sales Tax Revenues, Dealership shall repay such Covenant Payments to City within thirty (30) calendar days after written demand by City.

10.4 Rights & Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party

of one or more of its 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.

10.5 No Waiver. Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any Default shall not operate as a waiver of any Default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11. GENERAL PROVISIONS

11.1 Termination. Either party may, in its sole and absolute discretion, terminate this Agreement, without cost, expense, or liability except as otherwise provided herein. Amounts accrued as due and payable under this Agreement prior to the termination do remain as a liability of the party owing such amounts. Notice of intent to terminate this Agreement without cause pursuant to this Section shall be given in the same manner as a Termination Notice, as hereinabove described.

11.2 Tax Consequences. Dealership acknowledges that it may experience tax consequences as a result of its receipt of the payments provided for in this Agreement and agrees that it shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

11.3 Rights Not Granted Under Agreement. This Agreement is not, and shall not be construed to be, a Development Agreement under Government Code Section 65864 et seq., or a Disposition and Development Agreement under Health and Safety Code Section 33000 et seq. This Agreement is not, and shall not be construed to be, an approval or an agreement to issue permits or a granting of any right or entitlement by Banning concerning any Existing Facility, project, development, or other construction by Dealership in the City of Banning. This Agreement does' not, and shall not be construed to, exempt Dealership in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for -the development, maintenance, operation, or otherwise of any Existing Facility, project, development or other construction within the City of Banning. This Agreement does not, and shall not be construed to, exempt Dealership from the application and/or exercise of Banning's power of eminent domain, or its police power including, but not limited to, the regulation of land uses, and the taking of any actions necessary to protect the health, safety, and welfare of its citizenry.

11.4 Consent. Whenever consent or approval of any party is required under this Agreement, that party shall not unreasonably withhold such consent or approval unless otherwise allowed by specific provision of this Agreement.

11.5 Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Any action or proceeding commenced to interpret, enforce, or which is in any way related to this Agreement, including, without limitation, the Operating Covenant, shall be commenced and prosecuted in the appropriate court in the County of Riverside, California. Each party hereby irrevocably consents to the personal jurisdiction of the court in such matter Each party hereby irrevocably waives, to the maximum legal extent, the benefit of any provision of law providing for change of venue to any other court or jurisdiction for any reason whatsoever, including, without limitation, any diversity of citizenship between Dealership an Banning, or the fact that Banning is a party to this Agreement. Without limiting the generality of the foregoing,

11.6 Notices. Any notice, demand, request, consent, approval or communication that any party desires or is required to give to any other party under this Agreement shall be in writing and either served personally or sent by regular mail and shall be addressed to such party at the addresses set forth below. Any party may change its address by notifying the other parties of the change of address.

Dealership's address:	Diamond Hills Auto Group, Inc. Attn: General Manager 4661 W Ramsey Street Banning CA 92220
With a copy to:	Shulman Hodges & Bastian LLP Attn: Ronald S. Hodges 26632 Towne Centre Drive Suite 300 Foothill Ranch, CA 92610
Banning's address:	City of Banning Office of the City Manager 99 East Ramsey Street Banning, California 92220
With a copy to:	Aleshire & Wynder Attn: Banning City Attorney 18881 Von Karman Avenue, Suite 1700 Irvine, California 92612 (949) 223-1170

11.7 Amendment or Modification. No amendment, change, modification, alteration or termination of this Agreement shall be made except pursuant to written instrument signed by Dealership and Banning. The City Manager is authorized to make minor, non-substantive changes to this Agreement on behalf of Banning without the need for formal City Council approval.

11.8 Entire Agreement; Good Faith Negotiations. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise,

regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The parties acknowledge that this Agreement is the product of mutual arms-length negotiations and that each party has been, or has had the opportunity to have been, represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of judicial construction which provides that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement. In any action or proceeding to interpret and/or enforce this Agreement, the trier of fact may refer to extrinsic evidence not in direct conflict with any specific provision of this Agreement to ascertain and give effect to the intent of the parties hereto.

11.9 No Third Party Beneficiaries. This Agreement is intended to and shall benefit only Banning, the Dealership, and their permitted successors and assigns. No person or entity not a party to this Agreement is intended to, nor shall it be, benefited by either Banning's or the Dealership's performance of their respective obligations under this Agreement. No person or entity not a party to this Agreement shall have any rights or causes of action against either Banning or the Dealership as a result of either Banning or the Dealership's performance or nonperformance under this Agreement.

1.1 Time of the Essence; Force Majeure. Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default where delays or Defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority litigation; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of City shall not excuse performance by City); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Excusable Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Excusable Delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) calendar days of the commencement of the cause. Failure to provide such notice shall constitute a waiver of the claim. The following shall not be considered as events or causes beyond the control of Dealership, and shall not entitle Dealership to an extension of time to perform: (i) Dealership's inability to negotiate in good faith, or (ii) conditions outside the control of Dealership that decrease the profitability of Dealership operations within the City, or (iii) any inability of Dealership to obtain or maintain financing for its operations. Times of performance under this Agreement may also be extended by mutual written agreement by the parties.

The parties hereto expressly acknowledge that changes in either general economic conditions or changes in the economic assumptions of any of them which may have provided a basis for entering into this Agreement, and which occur at any time after the execution of this Agreement, are not Excusable Delays and do not provide any party with grounds for asserting

the existence of a delay or excuse in the performance of any covenant or undertaking which may arise under this Agreement. Each party expressly assumes the risk that changes in general economic conditions, or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such party under this Agreement, but that such inconvenience or hardship is not an Excusable Delay and does not excuse the performance by such party of its obligations under this Agreement.

11.10 Attorneys Fees. In the event that either party to this Agreement brings an action or proceeding against the other to interpret or enforce this Agreement, or which in any way arises out of or as a result of the existence of this Agreement, the prevailing party in that action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorneys fees and costs of litigation. Recoverable costs and expenses include those incurred on appeal and in the enforcement of any judgment.

11.11 Authority to Execute. Each party is authorized to do business in California, has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions contemplated hereby and, thereby, and by proper action duly authorized the execution and delivery of this Agreement. 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 said 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 said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below:

Dated: _____, 2012

CITY
CITY OF BANNING, a California general law city

_____
Mayor Don Robinson

ATTEST

_____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

_____
David J. Aleshire, City Attorney

Dated: _____, 2012

DEALERSHIP
DIAMOND HILLS AUTO GROUP, INC., a California Corporation

By: _____
Christopher Leggio, President

By: _____
Loretta Holtz, Secretary/Treasurer

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Art Vela, Interim City Manager**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Approval of the City's Strategic Plan "Banning 2030 - Designing Our Future Today"**

RECOMMENDATION:

Consider the approval of the City's Strategic Plan "Banning 2030 - Designing Our Future Today"

BACKGROUND:

A Strategic Plan serves as a foundational document that aligns the City Council's policy direction with organizational priorities. It establishes goals, measurable initiatives, and defined timelines to ensure accountability and transparency. A well-developed Strategic Plan strengthens coordination across departments, improves service delivery, and provides the community with a clear understanding of the City's priorities and direction.

The attached memorandum prepared by Bob Deis, Sloan Sakai Yeung Wong LLP, provides an overview of the Strategic Planning presented for Council's consideration.

JUSTIFICATION:

Adoption of the Strategic Plan will formally establish the City Council's priorities and provide a structured framework for implementation of the Tier 1 Strategic Initiatives. The Plan translates objectives into actionable initiatives.

The Strategic Plan is designed as a living document that will guide decision-making, budget development, and resource allocation over the planning horizon. By approving the Plan, the City Council affirms a proactive approach to accomplishing the identified goals.

FISCAL IMPACT:

The Strategic Plan identifies funding needs and corresponding funding sources associated with the Tier 1 Strategic Initiatives. Implementation costs will be incorporated into future annual budgets, Capital Improvement Program updates, and multi-year financial planning documents, subject to Council approval.

Adoption of the Strategic Plan does not, in itself, authorize specific expenditures beyond those already approved in the current fiscal year; rather, it establishes a policy framework that will guide future budget recommendations and funding decisions.

ALTERNATIVES:

1. Do not approve the Strategic Plan and provide alternative direction.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Memo Strategic Plan - B. Deis.pdf
2. Banning Strategic Plan.pdf
3. Banning Strategic Plan Appendix A.pdf

CITY OF BANNING
MEMO

TO: **CITY COUNCIL**

PREPARED BY: **Bob Deis, Sloan Sakai Yeung Wong LLP**

MEETING DATE: **February 10, 2026**

SUBJECT: **Review and Approval of Banning's Strategic Plan—"Banning 2030--Designing our Future TODAY!"**

Your Council has inherited a substantial list of challenges that requires an equally substantial but coordinated plan to address them. Additionally, since Banning has three utilities and a major interstate highway through the middle of it, there is a constant list of issues that need to be planned for and executed to stay abreast with constantly evolving regulatory and technological changes in our various service areas.

As a result, your Council has sponsored the development of your Strategic Plan.

This Plan provides the rationale, the priorities and the guidance to your staff on meeting today's but also the future needs of our City and community.

The Rationale For This Strategic Plan

Every high-performing public or private organization practices some self-reflection. Questions like 1) Where are we heading? 2) What are our strengths and weaknesses? 3) What is developing as our opportunities and threats? 4) What should we do about these and 5) What are our priorities? As staff, we asked ourselves these very questions. The answers to these questions were put into one document and shared with the City Council on November 25, 2025. You invested an entire day to review, discuss and provide direction to staff on what we call the SWOTs—our Strengths, Weaknesses, Opportunities and Threats. We then reviewed your preliminary decisions and work at a December Council meeting and got final direction to bring back **Banning 2030—Designing our Future TODAY!** for final adoption.

The Strategic Plan Document and Appendix A

You will note on Page 3 of the Plan Document a visual overview of the various components that make up your Strategic Plan. As you start from the top, your Council goals and direction as a governing body are more generalized, aspirational, and focused on the future. You updated the Vision and Mission Statements for the City. These provide

high-level descriptions of what you want Banning's future to be and the role of the City organization in pursuing that Vision.

As we work our way down the Plan Overview it becomes gradually more specific. We translated your Vision and Mission statements to four Strategic Goals. We used the Goals as the categories for your Strategic Initiatives SI's. These SIs are more specific on what your City plans to tackle these next five years.

At your all-day Strategic Plan Workshop on November 25th, you reflected on the SWOTs mentioned above and prioritized (Tiers) which ones should be addressed sooner rather than later.

Finally, we took the extra step and added even more specifics in the Implementation Phase of this document (page 12) for your top (Tier 1) Strategic Initiatives (SI). This extra step of specificity is found in the SI Charters. We are asking that you review these and provide your feedback.

The City Manager's job will be to keep everyone focused on this Plan. The City Manager will provide progress updates to your Council as outlined in the Plan's Implementation Phase.

You have inherited unprecedented challenges, but you have responded with an unprecedented plan.

ATTACHMENTS:

1. Banning 2030 Designing our Future TODAY!
2. Appendix A Banning SWOTs

Banning 2030

Designing the Future TODAY!

Strategic Plan

February 24, 2026

Management Strategies Group
Sloan Sakai Yeung & Wong LLP

FOREWORD

The City of Banning is at an inflection point. With the addition of three new council members last winter, the City Council is essentially a "new" governing body. With that newness comes a new set of opinions and experiences and a certain zeal to make things better.

This is the perfect time to set the direction and priorities for the entire City. This Council just finished its one-year anniversary as a team. Thus, the newer members have a year's worth of interacting with the City organization and their community. They have more informed opinions about the City organization and how everyone might move forward in unison to meet the challenges of today and tomorrow.

Self-Reflection

A Strategic Plan is a powerful tool to do just that! It is structured to be first, self-reflective, where departments discuss their current Strengths and Weaknesses. And next, they look externally and list the future Opportunities and Threats. Taken together, the strengths and opportunities are variables that can make things better for serving their mission. The other two variables are barriers to mission success, and they may threaten the entire organization or impact the greater community. We are calling these four important variables, the SWOTs. These SWOTs can be found as a separate Appendix A in this plan.

Setting Future Direction and Priorities For The Futures

The next step addresses: what is it that we do with this information? The Council thoroughly listened, discussed, and decided which SWOT (policy) issues they wish to tackle and in what (priority) order. These are articulated in terms of Strategic Initiatives. The goal is for these Initiatives to be completed, or at least started in the next five years. And because these are classified as policy issues, there would be the appropriate Council involvement in their various phases of implementation.

And when SWOTs of an administrative nature are not addressed in a timely manner, sometimes they become (policy) issues for the Council. As a result, the Council provided recommendations on these SWOTs as well; however, the City Manager's judgement is deferred to in tackling and adjusting these priorities. These variables will be addressed as performance goals between the City Manager (CM) and department heads and ultimately between the CM and Council.

Converting Ideas to Action!

As the Council approves this Strategic Plan and "Policy" Initiatives of the City, the CM has provided an Implementation Phase. This Phase takes the top priority (Tier 1) Strategic (Policy) Initiatives and provides more details on how and when the CM might complete these initiatives. We call this document the Strategic Initiative Charter. It is the first step in converting an idea to actionable steps. After review by the City Council, the Charter gives staff the direction and authority to act. As the CM works into the next priority level (Tier 2), it is expected a new Charter will be developed and shared for each Initiative.

Taken together, the Strategic Goals and Implementation Phase will be Banning's Strategic Plan—**Banning 2030, Designing our Future TODAY!**

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BANNING VISION STATEMENT

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens.

BANNING MISSION STATEMENT

Our mission is to provide our residents with a safe, pleasant, and prosperous environment in which to live, work, and play, in a fiscally responsible, citizen-friendly, and transparent manner.

STRATEGIC PLAN OVERVIEW

Vision Statement

Mission Statement

Strategic Goals

Ensuring Public Safety
Protecting and Improving Quality of Life
Strengthen The Local Economy
Maintain Effective and Efficient Services

Strategic Initiatives

Policy
Administration

Priorities

Tier 1—Now!
Tier 2
Tier3

Implementation Phase

Strategic Initiative Charters

TRANSLATING GOALS TO ACTION

This Plan of action cannot be a “blue sky” exercise. Rather, it must translate Banning’s broad Vision and Mission Statements to more specific Strategic Goals and ultimately to action (i.e., Strategic Initiatives). These planned actions should produce tangible improvements to the City organization and community.

The background and rationale for these Strategic Initiatives can be found in Appendix A. This is where the Banning departmental SWOTs are described (the foundation for Strategic Initiatives).

Given the sheer number, these Policy Initiatives are categorized by Strategic Goals and also prioritized into Tiers.

STRATEGIC INITIATIVES—POLICY

STRATEGIC GOAL 1—ENSURING PUBLIC SAFETY

1st Tier Policy Related Initiatives

- 1a. Create Banning's Emergency Operation Plan—City Manager
- 1b. Provide One-Time Resources and Independently Evaluate the Police Department—Human Resources and Police

STRATEGIC GOAL 2—PROTECTING AND IMPROVING QUALITY OF LIFE

1st Tier Policy Related Initiatives

- 2a. Address The Lack of Animal Control and Shelter—City Manager
- 2b. Address Homelessness—City Manager
- 2c. Complete Wastewater Treatment Plan & Recycled Water Upgrades—Public Works
- 2d. Develop Formal Preventative Maintenance Plan (For Streets)—Public Works1

2nd Tier Policy Related Initiatives

- 2e. Update Integrated Master Plan (IMP) & Evaluate Water/Wastewater User Rate Structure—Public Works
- 2f. Develop a Pavement Management. Plan and Policies (Streets)—Public Works

3rd Tier Policy Related Initiatives

- 2g. Update Engineering Standards. & Specifications for Development—Public Works
- 2h. Seek Additional Funding for Streets Pavement Mgmt. Plan—Public Works
- 2i. Fund the Updated Parks and Recreation Master Plan—Parks & Recreation
- 2j. Enhance School Partnerships for Parks & Recreation

STRATEGIC GOAL 3—STRENGTHEN LOCAL ECONOMY

1st Tier Policy Related Initiatives

- 3a. Develop New Economic Development (ED) Plan—City Manager
- 3b. Inventory & Activate Underutilized Land in Downtown—City Manager & Community Development

STRATEGIC GOAL 4—MAINTAIN EFFECTIVE & EFFICIENT SERVICES

1st Tier Policy Related Initiatives

- 4a. Develop and Implement Banning's Financial Workout Plan to Sustainability—Finance and City Manager
- 4b. Do In-Depth Evaluation of the City's Utility Billing Program and Tools—Finance
- 4c. Develop & Implement a Proactive Outreach & Hiring Program For Police—Human Resources and Police
- 4d. Strategic Plan Implementation—City Manager

2nd Tier Policy Related Initiatives

- 4e. Develop New Banning Organizational Culture—City Manager and Human Resources
- 4f. Assessment of the Risk Management Program—Human Resources
- 4g. Independent Review of Purchasing Process—Finance
- 4h. Develop More Accessible Purchasing Process for Small/Local Vendors--Finance
- 4i. Develop/Implement Banning's IT Strategic Plan—Finance
- 4j. Achieve BEU Fiscal Solvency and Sustainability—Public Works and City Manager
- 4k. Streamline Permitting, Bus. Licensing and Customer Svc. Systems—Community Development
- 4l. Develop Plan to Enhance Staffing Capacity, Stability, and Institutional Knowledge Retention—Human Resources & Community Development

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3rd Tier Policy Related Initiatives

- 4m. Make Cyber Security a Core Priority of the Organization--Finance

STRATEGIC INITIATIVES—ADMINISTRATION

Since the dividing line between Policy related initiatives (within the Council purview) and the Administration related initiatives (within the City Manager purview) is very grey at times, especially when Administrative issues are not properly managed, some initiatives morph into acute challenges for the Council.

Thus, these administrative-related solutions or initiatives became “fair play” for Council and this Strategic Plan. The City Council discussed and recommended priorities for these Strategic Initiatives as well. While their voice on these matters is noted, it is the City Manager that needs discretion and room to tackle these given the myriad variables (e.g., staff capacity, the number of competing priorities, complexity, etc.).

GOAL 1—ENSURING PUBLIC SAFETY

1st Tier Administrative Initiatives

- 1a. Develop a Community Outreach Process—Police

GOAL 2—PROTECTING AND IMPROVING QUALITY OF LIFE

1ST Tier Administrative Initiatives

- 2a. Complete Updated Parks and Recreation Master Plan—Parks & Recreation
- 2b. Evaluate Adding More Capacity for Road Maintenance—Public Works

GOAL 3—STRENGTHEN LOCAL ECONOMY

1st Tier Administrative Initiatives

- 3a. Complete Edison's Wholesale Distribution Access Tariff Agreement—Public Works
- 3b. As BEU Becomes Solvent, Ramp Up Capital Needs—Public Works
- 3c. Develop and Implement Water Conservation Program—Public Works

GOAL 4—MAINTAIN EFFECTIVE & EFFICIENT SERVICES

1st Tier Administrative Initiatives

- 4a. Develop a Written Claims and Litigation Strategy—City Attorney
- 4b. Create a Coordinated Program for Performance Management—Human Resources & City Attorney
- 4c. Develop City Employee Transition Plan For Impending Turnover—Human Resources
- 4d. Elevate the Utility Billing Function in Finance—Finance
- 4e. Address the Software Issues and IT Support That is Behind the Current Utility Billing Crisis—Finance
- 4f. Aggressively Recruit and Staff Finance—Accounting with Perm. Staff—Finance & Human Resources
- 4g. Develop and Implement System for Monitoring and Managing Cash Flow—Finance
- 4h. After Completing UB Review (see above) Buy and Implement New UB System—Finance and Public Works

2nd Tier Administrative Initiatives

- 4i. Conduct Outreach to Our Insurance JPAs—Human Resources & City Attorney
- 4j. Develop and Implement Leave Management Program—Human Resources & City Attorney
- 4k. Restructure Vendor Onboarding to Speed the Process—Finance & City Attorney
- 4l. Hexavalent Chromium Compliance Plan Implementation—Public Works

3rd Tier Administrative Initiatives

- 4m. Data Cleansing and Migration Strategy—Finance/IT
- 4n. Consider Changes to the IT Manager Reporting Relationship—City Manager & Finance
- 4o. Convene Interdepartmental Team & Develop a More Responsive Purchasing Process for Emergencies—Finance
- 4p. Replacement of Small Diameter Pipelines and New Potable Wells—Public Works
- 4q. Complete a Facility Condition Assessment—Public Works
- 4r. Address Facility Deferred Maintenance Issues—Public Works
- 4s. Seek Greater GIS Integration with Asset Management Software (AMS)—Public Works
- 4t. More Help in Implementing Newer Stormwater Requirements—Public Works
- 4u. Move Landscape Services to Contractors—Public Works
- 4v. Development of Career Paths—Parks/Recreation & Human Resources
- 4w. Explore and Implement Surge Capacity—Community Development

IMPLEMENTATION PHASE

This Implementation Phase of the Plan is to ensure Banning converts this Strategic Plan to ACTION and that the City Council and staff generally agree on HOW and WHEN to roll out the Strategic Initiatives.

Some of the top priority (1st Tier) Strategic (Policy) Initiatives have already begun, and a Charter was developed for each one (see below). The Charter outlines the How and When along with other important variables. Once this Plan is approved by Council (along with these Charters), staff has the authority to move forward on them.

The City Manager will report out progress on these Initiatives every three months for the first year and every six months thereafter. And as the City Manager wishes to initiate a 2nd or 3rd Tier Strategic (Policy) Initiatives, a Charter will be completed and forwarded to Council as well.

STRATEGIC GOAL 1—ENSURING PUBLIC SAFETY

1st Tier Policy Initiatives

- 1a. Create Banning's Emergency Operation Plan—City Manager
- 1b. Provide One-Time Resources and Independently Evaluate the Police Department—Human Resources and Police

STRATEGIC GOAL 2—PROTECTING AND IMPROVING QUALITY OF LIFE

1st Tier Policy Initiatives

- 2a. Address The Lack of Animal Control and Shelter—City Manager
- 2b. Address Homelessness—City Manager
- 2c. Complete Wastewater Treatment Plant & Recycled Water Upgrades—Public Works
- 2d. Develop Formal Preventative Maintenance Plan (For Streets)—Public Works

STRATEGIC GOAL 3—STRENGTHEN LOCAL ECONOMY

1st Tier Policy Initiatives

- 3a. Develop New Economic Development (ED) Plan—City Manager
- 3b. Inventory & Activate Underutilized Land in Downtown—City Manager & Community Development

STRATEGIC GOAL 4—MAINTAIN EFFECTIVE & EFFICIENT SERVICES

1st Tier Policy Initiatives

- 4a. Develop and Implement Banning's Financial Workout Plan to Sustainability—Finance and City Manager
- 4b. Do In-Depth Evaluation of the City's Utility Billing Program and Tools-- Finance
- 4c. Develop & Implement a Proactive Outreach & Hiring Program For Police—Human Resources and Police
- 4d. Strategic Plan Implementation—City Manager

Strategic (Policy) Initiatives Charter

1a. Create Banning's Emergency Operations Plan (EOP)

Which Council Strategic (Policy) Initiative does this Charter address?

1a. Create Banning's Emergency Operations Plan (EOP)—City Manager

What is the short title for this Strategic Goal?

Create Banning's Emergency Operations Plan (EOP)

What is your proposed strategy to accomplish this Goal?

Emergencies and disasters (e.g., fires, earthquakes, floods, prolonged power outage during the summer) take different forms that require different responses from impacted public agencies. Some disasters can be addressed within the confines of Banning's capabilities while others may require County, State or Federal resource capabilities.

There is a uniform structure and process for how each level of government requests help and interacts with each other. And with this uniformity comes structures for incident response. Much of this is prescribed in the National Incident Management System (NIMS) and Incident Command System (ICS). This uniformity provides scalability and interoperability for Banning vis-à-vis other public agencies.

The City shall develop a Banning EOP that follows NIMS and is well coordinated with the Riverside County Emergency Management Department; thus, coordinated with other public partners. It will provide the framework to guide the City in responding to various emergencies and when to open the Emergency Operations Center (EOC). It will also provide guidance for Banning residents during emergencies.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

This Strategic Initiative was the only one that did not emanate from the detailed discussions in the SWOTs section. Rather, the City Council added this as part of their day-long Strategic Plan Workshop in November 2025.

The Weakness and Threat is apparent. The City does not have an Emergency Operations Plan that guides the entire City's response through a substantial disaster. Granted, Police and Fire do have their own incident command systems, but there is

currently nothing that guides the entire City and when to seek help from other public agencies.

Who is the project sponsor?

City Manager

Who is the project lead?

Police or Fire Chief. However, there will likely be a contracted project manager for EOP development and training. One of the two Chiefs will be the City lead given their experience in the incident command system.

Other team members and roles?

The City management team (Directors) will be important team members given they guide their department's response to an emergency, and they will likely fulfill a role in the EOP/EOC incident command structure.

Finally, once the EOP is understood and approved by the Council, everyone (all City staff and Council) will have an important role in its implementation.

Who are the stakeholders that can determine success or failure? Why?

Riverside County, the City Council, all City staff and Banning residents will all have an important stake in this Plan.

Can this be accomplished within the current budget?

No

If not, how much will be needed?

Estimated at $50,000 for development of EOP plus ongoing cost for training.

Funding Source: Cost allocation to all departments.

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. Acquire EOP expertise through the County or from other sources—will likely require Council action	May 1, 2026

Milestones	Estimated Dates
2. Project Commences	June 1, 2026
3. Draft EOP is shared with Council	September 1, 2026
4. Council adopts Banning's EOP	October 1, 2026
5. At the completion of item 4, City staff is trained, and the first "tabletop" exercise commences.	February 1, 2027

What are the risks associated with this project? How do we manage these risks?

Because this EOP is designed for incidents that rarely occur, there is risk that this Initiative will constantly take a back seat to the plethora of issues being addressed by Banning right now.

To manage this, someone must be picked as the Champion of this project and it must be brought to the forefront whenever possible.

Strategic (Policy) Initiatives Charter

1b. The Banning PD Organizational Assessment and Improvement Initiative

Which Council Strategic (Policy) Initiative does this Charter address?

1b. Provide One-Time Resources and Independently Evaluate the Police Department—Human Resources & Police

What is the short title for this Strategic Goal?

The Banning PD Organizational Assessment and Improvement Initiative

What is your proposed strategy to accomplish this Goal?

To address the systemic issues identified in the Banning Police Department (BPD) SWOT discussion, the City Council has prioritized the allocation of one-time resources for an independent Departmental Assessment. This initiative is designed to provide an objective evaluation of the department's current culture (e.g. norms for behavior and performance at all levels of the department vs. a uniform department-wide best practice one). It will also provide the Chief with actionable strategies to transition the current department culture to a more positive one. Besides establishing desired behaviors and values, it will establish consistent performance expectations across all ranks. Furthermore, the assessment will involve a collaborative review with the Chief, Human Resources (HR), and the City Attorney's Office to establish the department as a desired employer but also mitigate future claims and improve the department's professional environment.

The City has chosen Jacob Green and Associates (JGA), a California-based consulting firm specializing in organizational assessment, executive recruitment, leadership development, facilitated team development, and executive coaching for public sector agencies. JGA was recommended by PERMA the City's Risk Management Authority for General Liability and Workers' Compensation. JGA's work is grounded in a deep understanding of local government and public safety environments, and their approach is guided by a simple principle: Listen First, Design Second. JGA will work collaboratively with BPD and HR to provide objective insight, strengthen organizational alignment, and support informed decision-making.

How does this project address or make a positive impact on the stated SWOTs? How will you know e.g., can you break the Goal down to objectives?

Conducting a formal Organizational Assessment is a powerful strategic move for the Banning Police Department because it directly addresses the "stew" of issues outlined in the Police SWOT discussion. They include negative culture and morale in some parts

of the department, high staff turnover, difficulty in recruitment and substantial claims filed by employees.

Instead of treating symptoms (like high turnover and large claims), an assessment identifies the root causes.

Who is the Project Sponsor?

City Manager

Who is the project lead?

Collaborative effort between Human Resources Director (lead), the Police Chief and the City Attorney (as appropriate).

Other team members?

Police management and possibly other opinion leaders in the department.

Who are the stakeholders that can determine success or failure? Why?

Banning Police Officers Association, Banning Police Management Association, the Council and community.

Can this be accomplished within the current budget?

Yes

If not, how much will be needed?

N/A

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. City Council approves scope of work and contract with Jacob Green and Associates	January 13, 2026
2. Conduct Assessment	60 days after project commenced

Milestones	Estimated Dates
3. Review Assessment Report recommendations and develop proposed Implementation Plan for Police Chief and City Manager	90 days after project commenced

What are the risks associated with this project? How do we manage these risks?

Addressing identified root causes may require accountability, changes in behavior and practices, and broad organizational buy-in to a new direction. Achieving this level of alignment will require commitment from all employees. In some cases, this transition may present challenges and necessitate difficult but necessary organizational changes.

Strategic (Policy) Initiatives Charter

2a. Re-establish Animal Shelter and Increase Animal Control Services

Which Council Strategic (Policy) Initiative does this Charter address?

2a. Address the Lack of Animal Shelter and Animal Control Services—City Manager

What is the short title for this Strategic Goal?

Animal Shelter Services - Local Restoration and Regional Solutions

What is your proposed strategy to accomplish this Goal?

The City will pursue a phased strategy that addresses Animal Shelter & Control restoration needs in the near-term while evaluating long-term regional Shelter & Animal Control service delivery options.

Animal Shelter

Recognizing that the existing animal shelter facility has been closed for an extended period, the City will first complete a Facility Condition Assessment and Operational Feasibility Analysis. These studies will identify required improvements, regulatory compliance needs, capacity constraints, staffing requirements, and associated capital and ongoing operations and maintenance (O&M) costs necessary to safely reopen the facility. Based on the results of these assessments, the City will develop reopening scenarios that align service levels with available resources and budget capacity.

At the same time, the City will continue discussions with neighboring jurisdictions and regional partners to evaluate the feasibility of forming a Joint Powers Authority (JPA) or similar governance structure. A regional JPA could provide a framework for financing, constructing, and operating a regional animal shelter facility, maximizing economies of scale, improving service consistency, and reducing long-term costs and operational risk for participating agencies. However, the regional approach will take much longer, say 3-5 years.

This dual-track approach allows the City to maintain flexibility, ensure informed decision-making, and present City Council with clear options for both near-term shelter operations and long-term regional solutions. Any decision to reopen the existing facility, participate in a JPA, or pursue a regional facility would be subject to City Council policy direction and approval.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

The SWOT discussion spoke to the lack of Animal Control and Shelter services. This project will provide an Animal Shelter that improves/increases animal control services provided to the community. These services will be able to mitigate a threat to public health and safety.

Who is the project sponsor?

City Council

Who is the project lead?

City Manager

Other team members and roles?

Director of Public Works (building assessment, capital improvements), Animal Control Officers (operations*) and possible JPA participating agencies.*

Who are the stakeholders that can determine success or failure? Why?

The City Council, Non-Profits, Animal Control officers, the Morongo Band of Mission Indians and Banning residents are all stakeholders.

Council provides authority to invest in the required improvements to the City existing facility and ultimately approve participation in a regional solution. Non-profits will provide cost effective support in finding homes for animals and could aid in supporting Animal Shelter operations. Animal Control Officers will provide input on facility needs and operations. Morongo Band of Mission Indians (MBMI) have expressed interest in utilizing the existing facility. If a regional facility is pursued, other JPA agencies would be stakeholders.

Can this be accomplished within the current budget?

No

If not, how much will be needed?

The Facility Assessment and Feasibility Study was recently awarded and has a contract value of $145,000; $50,000 was committed by the Morongo Band of Mission Indians.

The construction and operating costs will be refined after the completion of the facilities assessment. The City may be able to find one-time funding for the capital

portion, but ongoing operations will be more difficult. A rough estimate for operations is $600,000 to $800,000. The Morongo Band of Mission Indians may participate in it too. The cost for a regional JPA option is not known at this time.

Funding Source: General Fund and possible contributions from partnering agencies (e.g. MBMI, etc.)

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. The Facility Condition & Operational Assessment was started in January 2026	May 2026
2. Determine City fiscal capacity to re-establish the Animal Shelter, including operations	June 2026
3. Outreach with potential JPA partners in a regional solution	Ongoing
4. Assess likelihood and timing of the regional approach and consider implementing the local option.	If local option is pursued, anticipate 18-24 months of design & construction activity
5. Consider the regional solution	3-5 years

What are the risks associated with this project? How do we manage these risks?

Funding: Given the City's General Fund fiscal position, the biggest risk is finding the funds for capital and operations under both scenarios (i.e., local and regional) . However, there is an unquantifiable risk to the City's quality of life with a continued void for these services.

Regional Participation: The success of a JPA would be highly dependent on the sustained commitment and alignment of participating regional partners.

Strategic (Policy) Initiatives Charter

2b. Address Homelessness

Which Council Strategic (Policy) Initiative does this Charter address?

2b. Address Homelessness

What is the short title for this Strategic Goal?

Responding to Homelessness in the City

What is your proposed strategy to accomplish this Goal?

The City will develop and implement a comprehensive Homelessness Response Plan (HRP) informed by best practices from peer agencies that have demonstrated success in managing homelessness through coordinated outreach, services, and enforcement. The program will be built on strong partnerships with Riverside County (e.g., social services, behavioral health, jail/Sheriff), and local and regional non-profits that provide social services, behavioral health support, housing navigation, and re-entry assistance.

As part of this strategy, the City will review and update its anti-camping ordinance to ensure it is clear, enforceable, and aligned with current legal standards and best practices. Ordinance updates will focus on protecting public health and safety, preserving access to public spaces, and supporting consistent enforcement in coordination with outreach and available services.

The strategy will also include coordinated encampment cleanups in coordination with outreach and service providers, to address health, safety, and sanitation concerns in public spaces. These efforts will help reduce impacts on infrastructure and Police responders, improve cleanliness, and support safe and accessible public areas for residents and businesses.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

Through the implementation of a well-designed and coordinated HRP, the City anticipates a measurable reduction in homelessness-related activity. This will result in fewer homelessness-related calls for service to the Police Department, which currently represent the City's highest call volume, thereby allowing law enforcement resources to be more effectively allocated to other citizen calls for services. In addition, a reduction in encampments is expected to decrease the number of hours Public Works staff spend on encampment cleanup and related maintenance activities.

Reduced homelessness activity in the downtown area is also expected to positively influence economic development by improving overall conditions for businesses and increasing investor confidence. A cleaner, safer, and more predictable environment supports private investment, commercial activity, and long-term revitalization efforts.

Finally, decreased homelessness activity in public spaces such as parks, sidewalks, and rights-of-way is expected to reduce community concerns related to health, safety, and accessibility, helping ensure that public spaces remain safe, sanitary, and accessible for all residents and visitors.

Who is the project sponsor?

City Council

Who is the project lead?

City Manager

Other team members and roles?

Director of Public Works (encampment cleanup), Police (Homeless Liaison Officers, Code Enforcement) and Homeless Services Coordinator.

Who are the stakeholders that can determine success or failure? Why?

City Council: Will set policy direction, approve changes to applicable ordinance and authorize additional expenditures.

Riverside County: Due to the lack of City resources and programmatic expertise, the City will rely on coordination with County program (e.g., social services) and additional staff assistance for implementing the City's plan. Additionally, continued communication with the County Sheriff's Office will be critical to ensure that the release of inmates is not done in a manner that encourages falling back into homelessness in the City. An MOU with the County, which has now expired, once provided funding resources to the City to fund additional Police Officers, to mitigate the impacts the jail would have on the City. Continued discussions with the goal of renewing the MOU would be significant to the City's initiative of dealing with the homeless problem.

Non-Profits: Can assist in providing outreach and supportive services.

Can this be accomplished within the current budget?

No

Staff resources dedicated to the development and implementation of the HRP are currently limited, which may impact the City's ability to implement the program as envisioned. Any additional staffing required to support the program would rely on the General Fund, which is anticipated to experience budget reductions as the City works to address its structural deficit.

If not, how much will be needed?

The development of an HRP is likely to range between $75,000 - $100,000.

In the absence of a formal Homelessness Response Plan, it is difficult to accurately estimate the total cost required for successful implementation. However, based on comparable programs and preliminary assumptions, a high-level estimate for additional staffing ranges from approximately $200,000 to $400,000 annually to support Homeless Services Coordinators and Homeless Liaison Officers.

In addition, the annual cost to contract for encampment cleanup services is estimated to range from approximately $350,000 to $500,000 per year, depending on service frequency, scope of work, and site conditions.

Funding Source: General Fund

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. Procurement of services to develop a HRP	July 1, 2026
2. Commence development of HRP	September 1, 2026
3. Draft of HRP Presented to Council	April 1, 2027
4. Approval of HRP	June 1, 2027

What are the risks associated with this project? How do we manage these risks?

Lack of Bandwidth: The City has limited capacity in the City Manager's Office to convene stakeholders and potential partners to develop a Banning HRP. Hence the recommendation to procure services from a consultant to develop the HRP, which will include outreach to both internal and external stakeholders.

Insufficient Funding: The successful implementation of a comprehensive homelessness response requires sustainable funding for outreach, coordination, enforcement, and cleanup activities. Limited or uncertain funding could delay program implementation or reduce effectiveness. Grants could possibly help fill the funding gap.

Lack of coordination or support from Riverside County: The City's ability to address homelessness effectively depends in part on access to County-provided expertise and bandwidth (e.g., social services, behavioral health resources, and housing programs). Limited coordination or inconsistent County participation could reduce program effectiveness. Consistent communication with the County would help mitigate this risk.

County Jail Release Practices: The release of inmates from the Riverside County jail can result in individuals returning to homelessness within City limits, undermining local efforts. Consistent communication with the County would help mitigate this risk.

Strategic (Policy) Initiatives Charter

2c. Complete Wastewater Treatment Plant & Recycled Water Upgrades

Which Council Strategic (Policy) Initiative does this Charter address?

2c. Complete Wastewater Treatment Plant & Recycled Water Upgrades.

What is the short title for this Strategic Goal?

Complete Wastewater Treatment Plant & Recycled Water Upgrades

What is your proposed strategy to accomplish this Goal?

Completion of the design and construction of the new Wastewater Treatment Plant (WWTP) will accomplish the following:

- Modernize the Wastewater Treatment Plant (WWTP).
- Meet Regional Water Quality Control Board's (RWQCB) effluent discharge limits of total nitrogen.
- Produce Title 22–compliant recycled water for irrigation uses.
- Diversify City's water resources.

This initiative represents one of the City's most complex and resource-intensive infrastructure efforts, involving multiple external agencies, consultants, contractors, and regulatory stakeholders over several years including but not limited to:

- Finish the design and environmental documents prior to construction.
- Identify and address any budget shortfalls via raising rates, seeking additional grants, debt service to cover construction costs.
- Obtain RWQCB's discharge and Title 16 Recycled Water permits.
- Complete construction and commission start-up of the new WWTP.
- Produce Recycled Water and implement usage.

How does this project address or make a positive impact on the stated SWOTs? How will you know e.g., can you break the Goal down to objectives?

Alignment with Water & Wastewater SWOTs:

- Strengths Utilized: Proactive compliance planning, strong in-house operational capability, effective regulatory partnerships.
- Weaknesses Addressed: Impending RWQCB's effluent discharge water quality limits, replacement of aging treatment infrastructure.
- Opportunities Advanced: Seek additional grant funds, implementation of recycled water use and future renewable energy (solar panels).
- Threats Mitigated: Regulatory enforcement risk, escalating regular and emergency upgrade costs due to end-of-life infrastructure.

Who is the Project Sponsor?

The City Manager.

Who is the project lead?

The Director of Public Works.

Other team members?

The Deputy Director of Water & Wastewater will serve as the principal project manager and will coordinate day-to-day implementation activities. Other members: engineering staff; finance department (budgeting, grants, cash flows); City Attorney; external engineering consultants; construction management team and the WWTP operations staff.

Who are the stakeholders that can determine success or failure? Why?

The success of this project depends on coordination with several key stakeholders, including:

- Regional Water Quality Control Board (RWQCB): Permitting authority responsible for approving discharge requirements and compliance.
- State Agencies and Grant Administrators: Provide regulatory alignment and critical external funding.
- City Council: Provides policy direction, budget authorization, and public accountability.
- Ratepayers and Recycled Water Users: Beneficiaries of system reliability, water supply diversification, and cost-effective service delivery.

- WWTP Operations Staff: Essential to successful commissioning, safe operation, and long-term regulatory compliance.

These stakeholders directly influence project outcomes through approvals, funding decisions, implementation support, and operational adoption.

Can this be accomplished within the current budget?

No

If not, how much will be needed?

Current cost estimates indicate an approximate $30 million funding shortfall. To address this gap, the City may pursue a combination of additional grant funding, debt financing, project phasing or scope adjustments, potential changes to the project delivery method, and future rate considerations. These options will be evaluated and brought forward for City Council direction as the project advances.

Funding Source: Water and Wastewater Funds

What are the key milestones with dates leading to completion? Although milestone dates will be refined and updated throughout the project, approximate milestone completion timelines are as follows:

While milestone dates will be refined and updated as the project advances, particularly due to the design-build delivery method and regulatory coordination, the current target timeline is as follows:

Milestone	Estimated Dates
1. Final Design and CEQA Permitting	December 2026
2. Final Project Financial Plan Approved By Council	December 2026 (Tentative)
3. Construction Commencement	January 2027
4. Process Commissioning and Startup	November 2028
5. Title 22 Recycled Water Certification and RWQCB Compliance	December 2028
6. Project Closeout and Transition to Full Operations	January 2029

Milestone dates are subject to adjustment based on permitting timelines, regulatory agency coordination, and construction sequencing.

What are the risks associated with this project? How do we manage these risks?

This project carries risks typical of large infrastructure upgrades, including CEQA clearance, regulatory approvals, construction cost escalation, schedule delays, and potential changes in treatment requirements. In addition, the project currently faces an estimated $30 million funding shortfall, which may necessitate project phasing, scope adjustments, future rate considerations, or debt financing to maintain progress. Any resulting rate increases to fund this project will be difficult to accept given modest income levels in our City.

These risks will be managed through early and ongoing coordination with CEQA and regulatory agencies, disciplined cost and schedule controls under the design-build delivery approach, and regular reporting to executive management and City Council. Policy decisions regarding scope, rates, or financing will be elevated to Council as needed to keep the project on track.

Strategic (Policy) Initiatives Charter

2d. Streets Maintenance PMP

Which Council Strategic (Policy) Initiative does this Charter address?

2d. Development of a formal Preventative Maintenance Plan (PMP) for the Streets Maintenance—Public Work.

What is the short title for this Strategic Goal?

Streets Maintenance PMP

What is your proposed strategy to accomplish this Goal?

The intent of this goal is to develop a formal and documented procedure and priority plan for maintenance of City streets and right of way assets. The plan would address the following items:

1. Planning and Prioritizing Citywide Paving Projects.

   This will be accomplished utilizing the Cartegraph Asset Management (now called OpenGov Enterprise Asset Management) platform and the 'Scenario Builder' feature to program 5-year repaving/replacement plans. The platform is already set up to recommend preventative measures based on pavement conditions. This would be performed by a Senior Civil Engineer in the Public Works Department, or consulting staff in case of a vacancy.

2. Tracking Citywide Signage and Replacement Needs.

   An assessment was conducted and is being entered in the Asset Management System to identify signs that need replacement, and predictions on when signs will need to be replaced. This effort will be supplemented by staff inspection of all signs on a 5-year cycle.

3. Regular Inspections of Citywide Striping by Staff Inspection.

   An assessment was conducted and is being entered in the Asset Management System. Bi-annual staff inspections will supplement collected data and maintain fresh striping on City streets.

Due to current vacancies in the Public Works Department, it will be necessary to contract with vendors for the GIS functionality, and to provide support in formalizing the Pavement Management Plan (PMP).

It is anticipated that the necessary annual inspections of signage and striping will take 6 weeks of staff time to perform inspection, log results, and update work orders for maintenance items. With only 3 maintenance workers, there is no staff capacity to accomplish this role. This too would have to be contracted or could be completed by adding one more maintenance worker to an underfunded budget.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

Regular and preventative maintenance of roadway through early and regular applications of slurry asphalt can extend the life of a pavement system by many years. This earlier application is much cheaper than a substantial overlay or reconstruction later. This will assist in stretching limited funding available for roadway maintenance further and maintain a higher pavement condition on city streets. An effective preventative maintenance procedure will also have a mid to long term benefit of making a larger share of funding available for more expensive full reconstruction activities on roadway that are beyond their useful life. By planning and tracking work in the Asset Management platform, regular reporting can be produced showing stabilized or improving pavement condition indices.

Regular assessment and replacement of signage and striping can reduce potential liabilities against the City in auto accident cases. Predictive models on when certain signs may be failing that is supplemented by staff inspection can identify problems early, and for maintenance to be performed.

Who is the Project Sponsor?

Public Works Director

Who is the project lead?

The project lead would be the Deputy Director of Public Works, implemented by the Public Works Operations Manager (currently vacant) and Senior Engineer (currently vacant).

Other team members?

The Senior Engineer and City Engineer would be responsible for the preparation of the 5-year pavement maintenance plan, preparation of scope of work, and oversight of bidding for pavement maintenance work. These positions would also be responsible for maintaining the Asset Management system when work is completed.

The Streets Maintenance Supervisor would have primary responsibility in assigning work, validating inspections, and ensuring that necessary work orders are created and issued to Streets Maintenance staff.

Streets Maintenance Staff would be responsible for the replacement of signage and maintenance work of pavement striping.

Who are the stakeholders that can determine success or failure? Why?

The success of the project is dependent on reliable and continued funding from the State through SB1 funding, as well as continued County Measure A funding. Those are the sole funding sources for pavement maintenance operations, and declining revenues that are not replaced with other sources will contribute to project failure.

Can this be accomplished within the current budget?

No

If not, how much will be needed?

Office work by the Senior Engineer and the Public Works Operations Manager can be accomplished when those positions are filled. The annual inspections and maintenance work by streets maintenance staff will require additional contractor monies or 1 additional streets maintenance work.

The Pavement Management Plan completed by a consultant is estimated at $150,000 as a 1-time expense.

Funding Source: SB-1, Measure, General Fund

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. Integration of roadway asset data into the City's GIS system and Asset Management platform.	April to June 2026
2. Complete Pavement Management Plan via consultant	April to June 2026
3. Revised PMP street maintenance activities begin	January to March 2027

What are the risks associated with this project? How do we manage these risks?

Changes in funding levels and allocations from the State and County are the greatest risk to the success of the project. Staying informed on legislation to plan for changes is key. Without the extra funds mentioned above, this project will not survive.

Strategic (Policy) Initiatives Charter

3a. Develop New Economic Development Plan (EDP)

Which Council Strategic (Policy) Initiative does this Charter address?

3a. Develop New Economic Development Plan (EDP)—City Manager

What is the short title for this Strategic Goal?

Develop New Economic Development Plan (EDP)

What is your proposed strategy to accomplish this Goal?

This effort will result in a comprehensive Economic Development Plan (EDP) that establishes a clear economic vision, prioritizes key industries and opportunity areas, and aligns City policies and incremental decisions, infrastructure investments, staffing, regulatory and other systems to support sustainable growth. The multiple goals of the EDP will be to pursue the Council's Vision, that we "...promote and support a high quality of life... foster new opportunities..." The EDP is also key for Council pursuit of its mission, that we create "...a prosperous environment to live, work and play..." And it is clear from other parts of this Strategic Plan, the City needs additional revenues to sustain the level of services Banning residents deserve and expect.

This Strategic Initiative will result in the City's Economic Development Policy framework that will create a consistent, Council-endorsed approach to decision-making across all departments and at the Council level. The framework will:

- Define priority industries, corridors, and opportunity sites.
- Align land use, infrastructure, utilities, and permitting processes with economic goals.
- Strengthen the City's role as a "business-friendly, one-stop shop" for business and development.
- Improve organizational capacity, staffing stability, and internal systems.
- Provide clear direction for subsequent initiatives.
- Targeted business attraction, retention, workforce partnerships, and branding

This effort will be aspirational but also grounded with the realities of the marketplace, what the community will support, and it affects the quality of life and ability to provide municipal services.

Finally, this EDP strategy must include a public outreach and educational component or else the final product will not be accepted and supported, especially as it gets implemented.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

The relevant SWOTs are many: there is a significant amount of underutilized land, and the downtown area shows clear opportunities for reinvestment and revitalization; the residential dominance of the City does not provide adequate resources to sustain their City—the major service provider to them; the City's reputation is one of anti-development; the City organization is not sustainable without substantial more resources; the per capita income is low compared to Riverside County and California; while, Banning's unemployment rate is high compared to Riverside County and California; and, a major Interstate Highway runs through our City, which is an asset for certain land uses.

While much of the above variables can be construed as negative factors; they do suggest there is potential for development and growth.

Who is the project sponsor?

City Manager in close coordination with the City Council

Who is the project lead?

Economic Development Manager in close coordination with the City Manager

Other team members and roles?

Multiple departments heads in various stages of the project (i.e. Community Development Director, Public Works Director, Police and Fire Chiefs, Finance Director and Parks & Recreation Director).

City Council, local business and property owners, residents, developers, regional partners, the Morongo Band of Mission Indians and state agencies.

Can this be accomplished within the current budget?

No.

If not, how much will be needed?

$125,000 -$200,000

Funding Source: General Fund

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. Procure contracted services to develop EDP	March to June 2026
2. Data collection, market analysis, stakeholder engagement, and system assessments	July to September 2026
3. Draft EDP prepared, internal alignment and policy refinement workshops with stakeholders and Council	October to December 2026
4. Council reviews, refines and adopts EDP	January to March 2027
5. Annual progress reporting and performance monitoring	ongoing

What are the risks associated with this project? How do we manage these risks?

Developing consensus among stakeholders on what is viable, realistic and appropriate economic development will be a challenge. Banning has a history of being a bedroom community and will push back against certain land use changes.

Other residents have desires for certain economic development that will not be realistic for some time in Banning. The public outreach effort needs input on future goals, but it also requires an education component, so residents develop informed expectations.

Strategic (Policy) Initiatives Charter

3b. Inventory and Activate Underutilized Land in the Downtown

Which Council Strategic (Policy) Initiative does this Charter address?

Strengthening and Diversifying the Local Economy – Community & Economic Development

What is the short title for this Strategic Goal?

Inventory and Activate Underutilized Land in the Downtown

What is your proposed strategy to accomplish this Goal?

In conjunction with the development of a new Economic Development (ED) Plan, the City will conduct a comprehensive inventory of underutilized and City-owned land in the downtown core and pursue strategies to sell, lease, or activate these properties in alignment with long-term fiscal and economic objectives.

The strategy includes:

- Creating a parcel-by-parcel inventory of City-owned and underutilized downtown land
- Evaluating highest and best use scenarios aligned with the ED Plan and General Fund Workout Plan
- Identifying targeted incentives and development tools to encourage private investment
- Actively marketing priority sites to developers and regional partners
- Engaging residents and stakeholders through a structured outreach program

This effort recognizes that economic development and the City's fiscal future are inseparably linked, and that land assets must be strategically leveraged to support sustainable revenue generation.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

This project directly addresses several key SWOT findings:

Strengths

- Strategic downtown location and City land ownership
- Proximity to civic uses, transit corridors, and existing infrastructure

Weaknesses

- Underutilized land and fragmented development patterns
- Limited proactive land marketing and activation

Opportunities

- Ability to catalyze downtown revitalization through targeted redevelopment
- Potential to generate new General Fund revenues and economic activity

Threats

- Continued stagnation or loss of investment to competing cities
- Ongoing fiscal pressures without new revenue sources

How success will be measured:

- Completion of a downtown land inventory
- Number of sites marketed, activated, or entitled
- Properties sold and/or leased
- Increase in assessed valuation, sales tax, or other General Fund revenues

Who is the project sponsor?

City Manager

Who is the project lead?

Economic Development Manager

Other team members and roles?

Finance Department (fiscal analysis); Community Development Department (land use, zoning, entitlement support); and Public Works Department (infrastructure feasibility and constraints).

Who are the stakeholders that can determine success or failure? Why?

- City Council – Policy direction and approvals
- City Manager & Executive Team – Strategic alignment and implementation
- Residents and Downtown Businesses – Community support and buy-in
- Developers and Investors – Capital investment and project execution

Their engagement is critical because successful land activation requires policy alignment, market interest, and community trust.

Can this be accomplished within the current budget?

No

If not, how much will be needed?

Estimated additional funding: $100,000, depending on the level of market analysis, consultant support, and outreach efforts required.

Initial inventory work and internal coordination can be completed using existing staff resources. However, market studies, appraisals, valuation, developer outreach, and incentive structuring may require additional funding.

Funding Source: General Fund

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. Complete inventory of City-owned and underutilized downtown land	June, 2026
2. Council review and policy direction on priority sites	September, 2026
3. Procure services for appraisals, market analysis, etc.	January, 2027
4. Marketing and developer outreach	July, 2027
5. Site disposition, activation and development	Ongoing

What are the risks associated with this project? How do we manage these risks?

Implementation of an economic development strategy involves risks, including limited developer interest due to market conditions, community concerns related to land disposition or change, infrastructure or entitlement constraints, and potential misalignment between fiscal needs and development timing.

These risks will be managed through phased implementation and flexible development tools, early and ongoing community outreach, close coordination with stakeholders, and the use of objective market data to guide informed decision-making.

Strategic (Policy) Initiatives Charter

4a. Banning's Workout Plan to Fiscal Sustainability

Which Council Strategic (Policy) Initiative (SI) does this Charter address?

4a. Develop & Implement Banning's Financial Workout Plan to Sustainability—Finance and City Manager.

What is the short title for this Strategic Goal?

Banning's Workout Plan to Fiscal Sustainability

What is your proposed strategy to accomplish this Goal?

Once the clean up the financial "books" is finished by catching up accounting activities to develop the City's current fiscal position (from 7/1/24 to current), largely focused on the General Fund and Internal Service Funds (ISFs); the recommended plan would be to develop a 10-year Fiscal Forecast into the future. From this exercise, options to bring these funds into a sustainable condition can be developed for Council consideration.

The most immediate action would be to bring the FY 25-26 books current in order to review the FY 25-26 budget, mid-year expenditure activity and consider any emergency changes to the budget. The City then should develop a transparent operating and capital budget for Council adoption (FY 26-27) after considering the current and expected 1 and 10-year fiscal estimates.

Creating a robust CFD program is just one of many potential actions towards creating a sustainable position for the City's General and ISF Funds.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

There is no other Strategic Initiative that is so foundational to almost all the other SI's and SWOTs--especially the Weaknesses and Threats. The City cannot assertively address all the proposed SI's until the fiscal position is known, now and into the future. Additionally, the City's fiscal position will be key to other policy decisions (e.g., Council approaches to Economic Development, etc.).

Who is the project sponsor? (Advocate and decision maker, when needed)

City Council

Who is the project lead?

City Manager

Other team members and roles?

Finance Director, accounting staff and contracted assistance are all critical to updating the fiscal data; evaluating the results and implications; forecasting the future; and, facilitating discussions with the Council on options to move forward.

Who are the stakeholders that can determine success or failure? Why?

Outside regulatory and oversight agencies and Banning citizens (see discussion on risks below).

Can this be accomplished within the current budget?

No. This effort was not anticipated in the current budget; however, there is substantial salary savings in the Finance budget that can cover some of these costs

If not, how much will be needed?

The City's current allocation of resources includes approximately $500,000 for contracts with LSL (the accounting firm that is tasked with cleaning up the books) among other activities; a current contract with Urban Futures for the fiscal forecast and other financial advisory services, Bob Deis with Sloan Sakai, LLP and the City Attorney's office. This figure will increase due to an expanded scope of work with LSL to assume more accounting duties. A part of these costs will be covered with salary savings from vacancies.

Funding Source: Cost allocated to departments Citywide.

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. FY 24-25 books are caught up and fiscal position is known.	April to June 2026
2. FY 25-26 fiscal activity is caught up and known and estimated year-end numbers are updated.	April to June 2026
3. Review and update Fiscal policies with Council.	As part of the 26-27 Budget process. Budget to be adopted prior to July 1, 2026.

Milestones	Estimated Dates
4. The 10-year fiscal forecast is completed, and FY 26-27 budget is subsequently developed.	The forecast can be completed 30 days after completion of 1 & 2 above. The budget needs to be completed by June 30, 2026.
5. At the completion of item 4, Council reviews options and decides what actions to implement and eliminate current and future negative fund balances. The Council decisions from this milestone become Banning's Workout Plan to Sustainability.	After the completion of item 1 through 4. June to July 2026

What are the risks associated with this project? How do we manage these risks?

There are several potential risks. These include: 1) Outside Agencies withholding funding or otherwise delaying the City's ability to move forward with a Workout Plan; 2) To the extent that the City needs Banning residents to approve options for more resources, they may not approve them; 3) Once the books are caught up and the fiscal condition is known, aggressive budget/service cuts may have to be part of the path to sustainability; 4) Even though this Council largely inherited the current situation, Banning residents may blame the current Council members for the problem; and 5) The City may experience more turnover in key management staff or be unsuccessful in hiring and retaining staff.

Strategies to manage these risks include:

1) Being transparent on the enormity and causes of this fiscal crisis as a tool to inform future corrective steps--ensuring they are not repeated:

2) Meeting or beating the Milestone Dates above to communicate our seriousness and wherewithal to put the City back onto a sustainable footing;

3) Being transparent with our employees and reinforcing our commitment to them; and

4) Actively communicate our challenges and plans with Banning residents, especially at each milestone to reinforce each step is part of a coordinated plan--providing the services residents need and deserve. This communication plan needs to be implemented via new avenues and in new ways to ensure resident's understanding and support.

Strategic (Policy) Initiatives Charter

4b. Two Phase Evaluation of City's Utility Billing Program

Which Council Strategic (Policy) Initiative does this Charter address?

4b. Do In-Depth Evaluation of the City's Utility Billing (UB) Program and Its Tools/Systems Used to Complete its Work.

What is the short title for this Strategic Initiative?

Two Phase Evaluation of City's Utility Billing Program.

What is your proposed strategy to accomplish this Goal?

The strategy to ultimately accomplish the underlying purposes of this Initiative (i.e. to ensure the program that is responsible for billing and collecting over half of the City's overall revenues is using best practices, includes two phases). First, is to complete the Strategic Administrative Initiative 4e. Address the Software Issues and IT Support That is Behind the Current Utility Billing (UB) Crisis. After this is completed and systems are stabilized, the overall program evaluation of the UB function as part of this Initiative will be considered, possibly as part of an overall assessment of replacing the Finance—Accounting system as well.

Phase 1—which has already started, includes bringing in Navaline to evaluate the workflow vis-à-vis the latest version of their software. From this assessment the vendor will propose and possibly install the latest version of their software. The Council will be kept apprise of this next step. Once the upgrade is complete and the program is stabilized, staff will report out the results and possible next steps (e.g. Phase 2).

Possible Phase 2—Consider acquiring independent professional assistance who has expertise in the utility billing area that can evaluate the entire UB program--from evaluating the current systems and methods to retrieving usage data; manipulating that data for billing purposes; assessing the customer service component, and its interface with our Finance-Accounting systems.

The consulting firm will then make observations on the current processes, albeit with the latest Navaline software version, and systems by identifying best practices and provide recommendations. The criteria in determining recommendations will be maintaining accuracy of usage data, improving efficiency and timeliness of billings, improving customer service, and ensuring smooth interfacing with our current Finance-Accounting systems.

Given the current financial picture and recent history, the City will seek a possible phasing of consultant's recommendations based on the risk-return tradeoff on options. Another component will include ensuring IT staff become part of this project to enhance their knowledge and support of the Utility Billing system in the future.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

The SWOT discussion highlighted the problematic interface between meter-reading and billing software's (Navaline); the high reliance on slow manual support for the program; the need for additional training in IT systems and Utility Billing best practices and the lack of trust in the program and its output. The SWOT discussion also highlighted that over half of the City's revenues come from this program; thus, when it's not properly working, it can have significant impacts on the City's finances and cash flow.

This Strategic Initiative will be designed to evaluate these issues and enhance expertise in house. It should result in a more efficient, timely and reliable Utility Billing program for the future.

Who is the project sponsor?

City Manager

Who is the project lead?

Finance Director or Deputy Finance Director (positions currently vacant).

Other team members and roles?

The Utility Billing Manager and a senior managers in Public Works (Electric, Water and Wastewater) will be key members of the team.

Who are the stakeholders that can determine success or failure? Why?

The key stakeholders are: Finance—both accounting and Utility Billing staff, the managers of the three utilities, customers and the City Council.

Can this be accomplished within the current budget?

No

If not, how much will be needed?

Phase 1

Staff is currently establishing a purchase order with Navaline experts to assess the current UB workflow to ensure that staff is utilizing the software as efficiently as possible. The estimated cost is $25,000.

Additionally, staff anticipates that upgrades to the existing utility billing software will be required in order to bring Navaline to the most current and supported version. Estimated cost for the upgrades range $175,000 to $200,000 for the first year with an increase in annual cost of about $75k.

Phase 2 TBD

Funding Source: Cost allocated to utilities

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. Phase 1: Navaline, our current software vendor assesses current UB workflow and system utilization and evaluates value of installing software upgrades	May 2026
2. Phase 1: Based on Navaline evaluation consider installing their upgrades (6-8 months)	January 2027
3. Phase 2: After UB program has stabilized and proficient in use of the Navaline upgrades, evaluate the pros and cons of a programmatic assessment of the UB function.	June 2027
4. Phase 2: Issue RFP, solicit consulting firms with expertise in Utility Billing programs without financial ties to current systems, and pick best firm	July 2027
5. Phase 2: Conduct UB Program Assessment which may recommend a migration to new software.	September 2027
6. Phase 2: Review Assessment Report recommendations and develop proposed Implementation Plan for City Manager and ultimately City Council review and approval.	November 2027

What are the risks associated with this project? How do we manage these risks?

Given the recent history, a two-phase approach will appropriately manage the risk. Milestone 2 will provide a more detailed assessment of upgrading the current software (i.e., with the same vendor, Navaline). This may require hardware upgrades. Staff will report out to Council at this stage.

If it is agreed that there is adequate benefit to complete a more robust assessment of the entire UB program, this would be done at Milestone 3. There is limited risk in conducting and completing this assessment of the Utility System. Future risks cannot be fully evaluated until issues and options are identified and vetted. However, more involvement with IT staff on this project will add to the capacity of managing risk with this software.

Strategic (Policy) Initiatives Charter

4c. Protecting the Pass: The Banning PD's Outreach & Growth Strategy

Which Council Strategic (Policy) Goal does this Charter address?

4c. Develop & Implement a Proactive Outreach and Hiring Program For Police—Police, Human Resources and City Manager

What is the short title for this Strategic Goal?

Protecting the Pass: The Banning PD's Outreach and Growth Strategy

What is your proposed strategy to accomplish this Goal?

1. Complete & Begin Implementing the Recommendations From the PD Assessment Study—the goal here is to articulate that BPD is a desirable employer and workplace.
2. Banning's Targeted Sourcing Channels—start working on developing potential resources for candidates, such as community colleges and high schools.
3. Digital Presence & Modernized Application—Develop a stronger online and visual media presence for our recruitments. Application processes should be updated.
4. Community-Centric Evaluation—Involve the community through job fairs and community meetings.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

A proactive outreach and hiring program acts as a vital bridge between the department's current struggles and its untapped potential. By shifting from a reactive stance to a strategic, proactive one, the department can address its 30% vacancy rate while simultaneously healing internal culture.

Staff is concurrently proceeding with Strategic Initiative 1b. The Police Department Assessment to assist us in making BPD an employer of choice.

Who is the project sponsor?

City Manager

Who is the project lead?

Human Resources Director

Other team members and roles?

Police Chief, Human Resources Manager and Police management

Who are the stakeholders that can determine success or failure? Why?

The Banning Police Officers and Manager's Association(s); their members feel the biggest impact of the staffing shortage. The staffing issues impact morale and efficiency.

The Community: Response times are hindered by lack of staff and the community loses confidence in their department.

Can this be accomplished within the current budget?

Yes

If not, how much will be needed?

What are the key milestones with dates leading to completion?

Milestones	Estimated Dates
1. Kick-off meeting between Police & Human Resources	May 2026
2. Develop materials for recruitments that highlight department and city	August 2026
3. Develop a recruitment advertising plan and include potential job fairs in community	October 2026

What are the risks associated with this project? How do we manage these risks?

We will not be able to determine the risks until we have our preliminary project kick-off meeting (s).

Strategic (Policy) Initiatives Charter

4d. Strategic Plan Implementation—City Manager

Which Council Strategic (Policy) Initiative does this Charter address?

4d. Strategic Plan Implementation—City Manager

What is the short title for this Strategic Goal?

Same

What is your proposed strategy to accomplish this Goal?

There is no other initiative that will be so impactful to the City organization's future but also to the community's future as well.

This Strategic Initiative is focused on 1) keeping this holistic plan together and alive; 2) ensuring that future actions and decisions are in alignment with this plan, and if not, there must be a discussion and reconciliation of the two; and 3) being transparent and bringing the Plan Dashboard in front of the Council consistent what is proposed in the Plan.

How does this project address or make a positive impact on the stated SWOTs? How will you know?

This Initiative impacts and is responsive to ALL the other SWOTs; thus, there are too many to list here. We will know the relative positive impacts as we report out with the Plan Dashboard and our relative progress, found in the Implementation Phase.

Who is the project sponsor?

City Council

Who is the project lead?

City Manager

Other team members and roles?

The City Directors are key team members and project leads on various initiatives, both administrative and policy related.

Who are the stakeholders that can determine success or failure? Why?

The City Council and City Manager are the biggest stakeholders that can maintain future decisions and overall direction consistent with the Plan. These two stakeholders determine the necessary obsession and success of this Plan. Banning residents are also key stakeholders.

Can this be accomplished within the current budget?
No.

If not, how much will be needed?

As this Strategic Plan is tackled over these next five years, the City Manager will need a higher-skilled Assistant City Manager to assist in Plan implementation. And this covers only the overall project (Plan) management. The individual Strategic Initiative Charters identify the resource needs for their respective implementation.

What are the key milestones with dates leading to completion?

The general milestones for Plan implementation include reporting out to the Council every 3 months for the first year and every 6 months thereafter. This reporting out schedule is to assist in discussing progress, bottlenecks, and revisions moving forward. However, individual Strategic Initiatives have their own schedules, milestones, resource needs and completion dates. Please refer to each for details.

What are the risks associated with this project? How do we manage these risks?

The risks from not implementing this Strategic Plan are numerous and substantial, the details of which are in each Strategic Initiative discussion in this section.

However, the risks of not being successful with making substantial change in the City risks creating credibility issues and a loss of confidence in Banning residents, the business community, and potential investors in Banning's future.

This Plan needs to continue to be in the forefront of the Council's agenda for the next five years.

Sample Dashboard Report for periodic reporting to Council

LEGEND

On schedule
Behind schedule
Delayed

Strategic Initiatives Dashboard Report--date

STRATEGIC GOAL 1—ENSURING PUBLIC SAFETY

1st Tier Policy Related Initiatives

- 1a. Create Banning's Emergency Operation Plan—CM
- 1b. Provide One-Time Resources and Independently Evaluate the Police Department—HR & Police

Goal 1	
Status	**Explanation**

STRATEGIC GOAL 2—PROTECTING AND IMPROVING QUALITY OF LIFE

1ST Tier Policy Related Initiatives

- 2a. Address The Lack of Animal Control and Shelter—CM
- 2b. Address Homelessness—CM
- 2c. Complete Wastewater Treatment Plan & Recycled Water Upgrades—PW
- 2d. Develop Formal Preventative Maintenance Plan (For Streets)—PW

Goal 2	
Status	**Explanation**

STRATEGIC GOAL 3—STRENGTHEN LOCAL ECONOMY

1st Tier Policy Related Initiatives

- 3a. Develop New Economic Development (ED) Plan—CM
- 3b. Inventory & Activate Underutilized Land in Downtown—CM & CD

Goal 3	
Status	**Explanation**

STRATEGIC GOAL 4—MAINTAIN EFFECTIVE & EFFICIENT SERVICES

1st Tier Policy Related Initiatives

- 4a. Develop and Implement Banning's Financial Workout Plan to Sustainability—Finance & CM
  - Finish Cleaning Up the Books
  - Fiscal Plan to Eliminate Massive Risk Mgmt. And Other Internal Service Fund Deficits
  - Engage Special Tax Consultant to Create CFD Program for Svcs.
  - Review and Update Fiscal Management Policies
  - Develop Transparent Spending Plan i.e., Improved Budget
- 4b. Do In-Depth Evaluation of the City's Utility Billing Function and Tools-- Finance
- 4c. Develop & Implement a Proactive Outreach & Hiring Program For Police—HR & Police
- 4d. Strategic Plan Implementation—CM

Goal 4	
Status	**Explanation**

APPENDIX A

Banning's SWOTs
Strengths, Weakness, Opportunities and Threats

Please refer to separate Appendix A

This compilation of SWOTs is the basis for the Strategic Plan and its associated Strategic Initiatives. It was this listing and related narrative that was the basis for a day-long City Council Workshop on 11/25/25. The Workshop purpose was to thoroughly understand the SWOTs and develop priorities moving forward to address them.

Appendix A

SWOTs

Banning 2030

Designing the Future TODAY!

Strategic Plan

February 24, 2026

City Council Workshop

November 25, 2025

Management Strategies Group
Sloan Sakai Yeung & Wong LLP

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CITY OF BANNING'S STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOTs)

This section reflects departmental views on their own Strengths and Weaknesses. They were also asked: what do they see as (primarily external) emerging Opportunities and Threats?

Strengths and Weaknesses

Healthy organizations should be confident enough to practice some self-reflection. There is no sense in tackling strategic goals without recognizing the strengths and limitations in achieving them. To skip this looking inward step has the effect of converting goals and expected outcomes to just dreams, that may or may-not occur. We need to better position ourselves to adequately meet the future and do it now. Skipping this step also means to give up control and lessen expectations.

Opportunities and Threats

The delineation of (future) opportunities and threats is equivalent to turning on the "high beams" in your car as you head down a windy road at night. This allows time to better plan your moves before coming onto the threat. It helps avoid the need to drop everything and handle a crisis that is in your lap. However, since we just turned on the "high beams" for the first time, we find many Threats are here and need addressing now.

What sets Banning apart from many cities is the sheer volume of substantial problems or crises that are in your lap at the same time.

The myriad crises that you'll be reading about are attributable to a few key factors. One is the obvious, there is no clear and robust strategic planning going on currently. To do this requires some self-awareness and looking into the future. The City has completed so called strategic plans in the past but there was limited follow through (i.e., missing an Implementation Phase). Also, it appears there was limited self-reflection on the overall capacity of the City organization, and its capacity to tackle strategic goals. Finally, it was readily apparent that there was inadequate awareness and management controls emanating from the City Manager's Office to guide the organization in a coordinated way.

The underlying themes of this Plan include addressing the observations mentioned above. Unfortunately, the choices for everyone (Council and City Management) now, are more difficult and numerous than other cities.

Given the overall tenure of this City Council, it did not cause the challenges mentioned in this report, rather they inherited them. However, they should be proud in sponsoring this effort and articulating plans to make the organization better. With this effort, the overall Banning community will be improving as well.

This is not just about fixing today's problems. It is also about putting things in place for generations.

STRATEGIC PLAN SWOTS AND INITIATIVES

At the end of each City office, department, or division, you will note Possible Strategic Initiatives in suggested priority order. And once you read the entire document you will note the sheer number of goals. This reflects the large number of issues that need to be addressed. And to not address them, your list of weaknesses and threats will only get longer or more acute.

These Initiatives can be broken into two categories, Initiatives that are matters of policy and Initiatives that are administrative in nature. In other words, the Policy Initiatives are within the typical purview of the City Council. The other Initiatives are within the City Management purview.

One could try to break these matters out into two reports, Council vs Management. However, the interplay between these two categories is so apparent, we decided to provide one report or plan. This provides the most comprehensive picture of the City organization and the emerging issues in the Banning community that ultimately must be addressed by the same organization.

To assist the reader, we attempted to highlight which Strategic Plan Initiatives are “policy” related and the rest, administrative related.

CITY MANAGER'S OFFICE (CMO)

SWOTs

Given this Office manages and supports the entire City, some of these CMO SWOTs cover City-wide issues that are not listed in the departmental discussions even though they may be implementors. However, it's the City Manager (CM) that is responsible for the "heavy lifting" and personally addressing them for the City Council. Some initiatives require the gravitas of the CM position to be successful. However, some of these SWOTs do indeed singularly reside in the City Manager's Office.

Strengths

Familiarity with Banning—The recently appointed Interim City Manager comes after many years within the City organization managing the largest City department with a diverse array of programs. This appointment provides stability in the position while the City completes the recruitment for the permanent City Manager

Apparent Support by the Council—The employment agreement for the incumbent was approved 5-0 suggesting a certain level of unanimity, a degree of stability and support during a large transition in staff and Council members. Council made a commitment to the Interim City Manager to regularly meet with him on a one-on-one basis to communicate ongoing issues and to be kept up to speed on priority projects. Council continues to meet this commitment.

The City Council is Functioning As a Team— As of late, the Council is working well together to recruit for and select a permanent CM. By designating the term "permanent" to the CM position, it will continue providing the stability initiated by the Interim CM, which is a necessary component for success of this Strategic Plan. The Council's sustained level of teamwork provides the foundation for the City Manager to address the numerous challenges discussed in this plan.

Weaknesses

Staff Turnover and Vacancies—There has been substantial turnover in the executive and mid-management ranks in the City with almost no transition plans; thus, losing institutional memory. This creates substantial risk and problems in continuing services and programs. One example is in the Finance and accounting area.

Inherited Corporate Culture Could Improve—It is apparent upon reading the departmental SWOTs the City lacked a certain level of management controls and oversight to ensure the diverse departments are moving in the same, predictable, and mutually

supportive direction. There was a certain level of independence, that without a proper balance of controls from this office, created avoidable problems. And because of this implied independence, there is a limited sense of urgency within some parts of the organization.

A Plethora of Crises That Require Immediate Action—Very few public agencies are addressing at the same time, the number of crises that can seriously harm the City's very foundation to provide sustainable services and legitimacy in the eyes of the residents. Some examples include: the Utility Billing tardiness, the Electrical utility fund balance deficit, the General Fund, and Internal Service Funds (ISF) overall distressed fiscal positions, the lack of fiscal management data, the lack of interest in coming to City employment because of these challenges, the high reliance on temporary or outside help for mission critical roles, the loss of mid-management capability to step in to help during trying times, etc.

Expenditures Require Revenues—In parts of the City budget (e.g., the General Fund, Electrical Utility, ISFs, etc.) there simply are not enough revenues to cover ongoing expenses. And due to poor past fiscal management practices, this was not brought to the fore with the City Council and others in years past. This has and will require hard choices to correct (e.g., large electrical rate increases over time, possible budget reductions, requesting more resources from residents, etc.). This adds stress to an organization that is currently trying to adopt to new healthy practices.

City Manager's Office Limited Capacity—Given all the issues and Strategic Plan initiatives that the Council will want to pursue, and the plethora of administrative goals; the City Manager will have difficulty staying focused on these priorities. And when you add the need for changing the culture of the City and to properly manage the day-to-day affairs of the City, it is clear the CM needs more help. The CM will need to evaluate various options to assist him, whether it be a Management Analyst or Assistant City Manager. This high workload will be there for at least the next five years. And with the recommended new reporting relationships for Human Resources and Information Technology (to the CMO); this suggests the need for a higher skill set to be added to the office.

Opportunities

An Experienced Team—The Council has formed an experienced team that has substantially restructured finances and repaired organizations in the past. The fiscal information needs to catch up so the Council, City management and its experienced team can develop a fiscal path forward.

Council Is Focused on the Future—The Council has demonstrated a willingness to take on the inherited challenges "head on" and develop this Strategic Plan as a guide to move in a coordinated way forward. This embodies the pivoting away from the transactional and the past, to the strategic long-term future of the City.

Economic Development is Knocking on the Door—There has been documented and serious interest by developers that can add jobs (to a City with a higher jobless rate) and revenues to help "right" the City fiscal ship.

Threats

Financial Vulnerabilities of the City—Given the poor past practices of management, the City's financial position is distressed for the Electrical Utility, the General Fund, and the Internal Service Funds (ISFs). There is a clear plan to address the Electrical Utility impaired fiscal position that has been reviewed and approved by the Council. Once the Finance Department produces updated and current fiscal information, the path forward will provide for many difficult decisions. We have no choice but to balance future budgets. This may require difficult cuts or equally difficult resource measures that may require voter approval.

Management Instability—While the City is recruiting for new management capabilities, it is important to nurture a stable environment starting from staff, through this office up to the Council. If we fail, we will lose more key managers in the future.

Residential Does Not Pay for City Services—While Banning residents will disagree with this assertion given everyone is paying too many taxes; but the resources to fund the services that residents want simply does not come from those same residents. It requires a healthy business sector (industrial, commercial, and retail). There is a large segment of Banning that prefers more residential over some of the business alternatives; thus, there is a disconnect. This has to be reconciled or the City will be suffering to provide adequate services and balance their budgets.

The Economic Development Door May Close—If Banning repeatedly turns down the Economic Development opportunities that present themselves; the door may eventually close, and opportunities will become scarce for the foreseeable future. This will make your task of financing a robust and sustainability City for now and the next generation, very difficult, if not impossible. This will then cause more turnover in the management of your City. It could create a difficult distress loop (fiscal and operational) that will be very difficult to exit.

Homelessness— Homelessness presents a significant challenge to the City as it impacts public safety, community well-being, and economic vitality. The growing number of unhoused individuals places increased demand on public resources, including law enforcement and public works crews responsible for encampment cleanups and infrastructure maintenance. Visible homelessness can also deter private investment, affect property values, and generate community concern over health, sanitation, and the use of public spaces.

Grants Manager? Without the focused oversight of a dedicated Grants Manager there is a risk of grant noncompliance, missed reporting deadlines, and potential loss or repayment of awarded funds. Equally concerning is the lack of proactive pursuit of new grant opportunities—particularly given the City's status as a Disadvantaged Community, which often strengthens eligibility and competitiveness for state and federal funding. You will note the many comments in various departmental SWOTs about needing to pursue grant opportunities.

No Animal Control and Shelter— The lack of dedicated animal control services in coordination with an operational shelter presents a significant threat to public health, safety, and community confidence. Without these resources, the City faces increased risks of uncontrolled stray animal populations, potential spread of disease, and heightened incidents of aggressive or dangerous animal behavior in public areas.

POSSIBLE PRIORITY 1 INTITIATIVE (policy)

Strategic Plan Implementation—Upon review and approval of Banning's Strategic Plan, the City Manager will take the top priority goals and develop more detailed plans (e.g., including steps, timelines, resources, etc.), that effectuates the goals. The Council will review and adopt this Implementation Phase. The City Manager will report out semi-annually.

The City Manager will also be responsible for high-priority administrative-related Goals, largely through the department heads.

Given the plethora of Goals within this Plan, the CM should assess and recommend to Council the necessary support needed to be successful (i.e., Administrative Analyst vs. Assistant City Manager).

POSSIBLE PRIORITY 2 INITIATIVE (policy)

In Conjunction with Finance, Develop and Implement Banning's Workout Plan to Fiscal Sustainability (see Finance Goal 2)—This includes identifying and executing all the components necessary to bring the City's financing into more of a sustainable state. This will likely require approaching the voters for more resources.

POSSIBLE PRIORITY 3 INITIATIVE

Develop a New Banning Organizational Culture—In collaboration with staff, the City Manager will lead an effort to define the "new" Banning organizational culture along with values, desired behaviors, a sense of a coordinated team, effective management controls, etc. The CM will then work with Human Resources to reinforce these norms via

performance management discussions, promotions, employee recognitions, new hires, training, etc.

POSSIBLE PRIORITY 4 INITIATIVE (policy)

A New Economic Development (ED) Plan—After it becomes clear what is needed to fund a sustainable Banning, develop an Economic Development Plan that supports the General Fund Workout Plan—see Finance's and CM Priority Goals 2. This will be a critical part in determining and financing Banning's future. The two (ED and Banning's fiscal future) are inextricably connected at the hip. This should also include an inventory of City-owned lands and consider how they might be better utilized to effectuate ED Plan goals.

POSSIBLE PRIORITY 5 INITIATIVE (policy)

Homelessness—After surveying how other cities have been successful on managing this challenge, develop Banning's Homeless Program that includes important partners, such as Riverside County (social services and jail), churches and non-profits. The approach should include both local enforcement in coordination with committed regional resources.

POSSIBLE PRIORITY 6 INITIATIVE (policy)

Animal Control and Shelter— The City should take steps to reopen its existing animal shelter facility. At the same time, the City should collaborate with neighboring jurisdictions to explore a long-term regional partnership. A regional approach would maximize resources, reduce costs, and provide consistent, high-quality animal control services for the community.

CITY ATTORNEY (SBEMP PERSPECTIVE)

SWOTs

Strengths

Seasoned Public-Agency Counsel With a Deep Bench of Skill Sets—SBEMP brings to the city one of the region's largest and most effective labor & employment teams, insurance coverage, environmental, real estate business, and land use expertise. There is also extensive experience advising and litigating under Propositions 218 and 26 for agencies with water, sewer, and electric utilities, mirroring Banning's portfolio.

Proven Track Record of Stabilizing Agencies Under Pressure—The firm has helped jurisdictions experiencing some of the exact challenges facing Banning to "reset" toward sustainable paths. It has the expertise and experience the city needs now and in the future for navigating complex, high-stakes challenges.

Land Use & Development—A Public Agency Perspective—the team regularly handles public-sector land use and development matters. Senior lawyers bring significant, practical know-how that the City can tap as initiatives arise.

Strategic Fit—SBEMP's bandwidth aligns closely with Banning's needs, which is a strength for the City as it embarks on this Strategic Plan's initiatives.

Weaknesses

New Working Relationships are Still Forming—Recent personnel changes at the City, and SBEMP's relative newness to Banning mean that team integration and institutional knowledge are still maturing.

Fragmented Litigation Defense—This is driven by the JPAs that handle City claims (workers' compensation, general liability, and employment practices). Claims tendered to the two JPAs (PERMA and ERMA) are often assigned to defense firms not selected or vetted by the City Attorney's office, producing a rotating cast of defenders and avoidable inefficiencies (lost time learning players/process). Furthermore, the philosophies and styles of these firms may not always be in the best interests of the City.

Opportunities

Lessons Learned—Convene a retrospective meeting with appropriate staff after the claim has run its course and report to the City Manager.

Reform (Insurance) Defense Counsel Selection—Counsel should be picked for quality, efficiency, and firms that are more in line with Banning's needs, both short and long term. The City should work with the JPAs to pursue options in routing claims to firms that reflect City priorities.

Strengthen Public Understanding—As legal matters become public, we should communicate the City's legal posture to stakeholders. This includes educating the Council, staff and community on risk management, use of revenue tools, and litigation philosophy.

Apply Specialized Experience as Initiatives Surface—As Banning advances capital, utilities, and land-use priorities, the firm's expertise can streamline entitlement, revenue compliance, and defensibility.

Threats

History of Heavy Litigation and Costly Settlements Around Employment Claims—Banning's past volume of cases and expensive outcomes increases exposure and sends the wrong message to other staff. Without a reset, this trend can persist as potential plaintiffs pursue more of the same.

Banning's Employment Claim History Negatively Impacts Our Insurance—Our partnerships via JPAs greatly reduce our insurance costs; however, it requires fiscal partnerships with other public agencies (JPA members). If JPA members perceive they are continually subsidizing our inordinately high claims trends, they may opt to remove us from the JPA or reduce our insurance coverage. This would greatly increase financial exposure to us at the time that we least can handle it.

Fiscal pressure—Broader financial challenges heighten the stakes of every claim and settlement decision.

Adverse Signaling—Without a robust litigation strategy, plaintiffs and firms may calibrate expectations accordingly.

The Large Number of Employees Out on Leave—Besides a relatively high vacancy factor for City positions, there is a large list of employees out on leaves (i.e. Workers' Compensation, Administrative and other disability leaves). This impairs our ability to provide services. It also increases our costs by backfilling their jobs with other employees (overtime). This should be closely managed with Human Resources, the City Attorney's office and the City Manager consistent with Federal and State law. Some of this will require more engagement with the insurance JPAs.

Evolving State Mandates—Rapidly changing California housing, land use, and environmental mandates may strain cities and require continual legal adaptation, increasing workload unpredictability.

POSSIBLE PRIORITY 1 INITIATIVE (policy)

Collaborate with Human Resources Department on Outreach to our Insurance JPAs— We should engage our two insurance JPAs (PERMA and ERMA) and communicate to our partners what Banning will do differently to change the negative claims trends. This should also include addressing the selection of defense counsel.

POSSIBLE PRIORITY 2 INITIATIVE

Create a New Human Resources Program Around Performance Management—In conjunction with the City Attorney, Human Resources and Department Heads, develop a clearly understood program when Human Resources' input is requested for "upstream" departmental management decisions related to performance management. Also, the program should clarify when the City Attorney's Office input is required before making more "downstream" disciplinary decisions.

POSSIBLE PRIORITY 3 INITIATIVE

Implement a Coordinated Leave Management Program—In conjunction with Human Resources, City management and this office, create a formal reporting mechanism to track progress on leaves. Employees should be assisted in acquiring the medical assistance due them while on leave, but we need to ensure employees return to work when medically cleared. We should refine our Return-to-Work Policy to encourage employees to return to the workforce, when appropriate.

POSSIBLE PRIORITY 4 INTITIATIVE (policy)

Develop a Written Claims and Litigation Management Strategy—This Goal overlaps with the Priority 1 Goal mentioned above. This requires collaboration with Human Resources/Risk Management, the City Manager's Office, affected departments and the insurance JPAs. It communicates expectations, early case coordination, settlement discussions, trial preparation, review of Risk Management case reserves and lessons learned. An after-action report should be part of this to ensure our strategies are effective or we learn how we can improve for better outcomes.

HUMAN RESOURCES (HR) & RISK MANAGEMENT (RM)

SWOTs

Strengths

Flexibility & Helpfulness—We try to quickly and effectively adapt to changes that occur daily. We make sure we are available to employees when they have requests.

Strong Internal Relationships—We make sure to connect with staff whenever possible so they feel comfortable to ask questions and know we will assist when we can.

Ownership & Pride—We are a very driven team and take pride in our work. We take accountability for work and will make sure can provide a solution.

Weaknesses

Limited Capacity—There is a very high workload in the HR & RM programs. Employees can have very high expectations for addressing their immediate needs and disappointed when we simply cannot be as responsive. We currently struggle to meet certain deadlines and complete tasks.

Limited Strategic Influence—HR/RM is viewed by some as an administrative "pushing paper" function rather than a support or advisory resource. It is much easier to properly and jointly plan for performance, discipline, or staffing issues, rather than clean up the mistakes afterwards.

Technology Constraints—HR has a very dated Human Resource Information System (HRIS) system, so we must complete everything by paper. And RM keeps track of claims by an excel worksheet.

Who is Managing a Growing Risk Management Program—The City has historically out-sourced major pieces of a robust Risk Management program to two JPAs (PERMA and ERMA); thus, the expertise in the City is limited in this area. The Risk Management program now is a $6-$7-million-dollar annual program that warrants an investment in better managing this program and these City resources. This will help in engaging the two JPAs and assessing their performance.

Opportunities

HR Technology—HR needs an employee platform, the ability to complete the onboarding process online and an online performance management system. RM needs a platform to

prevent and manage claims, employee leaves, manage safety programs and any other legal matters.

***Culture Building*—**HR, in conjunction with employees and the City Manager first need to articulate what kind of culture they wish to have in their organization. Second, they need to develop a plan to achieve and reinforce it. Tools for culture building include, among others: an agreed list of employee values or behaviors that guide how they work together, hiring and promotion decisions, performance evaluations, training opportunities, etc. It can include restarting employee recognition receptions and the city newsletter. We need to also look at other employee engagement opportunities, focus on wellness and areas we can reward staff. RM needs to restart all city safety trainings and assist departments with specializes training sessions.

***Policy Development*—**We need to finalize and finish our outdated Employee handbook and Administrative policies; then continue to revise policies as changes are needed.

Threats

***Compliance Risks*—**We are behind on current legal requirements which requires updating certain policies.

***Dependence on Key Individuals*—**When we are down a person in our small team, the work does not stop, and other team members are left to take over that workload.

***Talent Retention Challenges*—**Since the department has a high-workload we are unable to focus on other positive areas, (i.e., employee retention, career development, and employee satisfaction).

***Risk Management Costs Have Doubled*—**In five years, our Risk Management operating expenses have increased from $3.6 million to $7.2 million. The source for some of this trend relates to employee actions or inactions. It also reflects the “hardening” of the insurance market. We need to develop a higher level of Human Resources and Risk Management skills and involvement in “upstream” personnel decisions and actions in departments to better prevent claims; improve the City culture and hold the Risk Management JPA accountable once a claim is tendered.

***The Self-Insurance Fund fiscal position is greatly impaired*—**The Self-Insurance Fund is in the red by at least $8 million (Unaudited FY 24 ACFR) and is budgeted to go further in the red by another 50% in FY 25 and FY 26 each respectively. Right now, there is no cash to fund this program. The overall fiscal management of the RM Fund has been retained in Finance while the budget management is in this department. Absent a structural change in how this program is managed and financed, the deficit will increase even more.

Substantial Employment Related Claims and Payouts—The City has made substantial payouts that sends the wrong message and is a difficult trend to break, notwithstanding the huge cost impacts.

Corporate Memory Goes Out the Door—There has been high turnover in the City and there is little transitional planning when this happens. This is more acute given Banning's relatively small size with limited redundancy. As a result, corporate memory around key processes, system or projects leave with them. At best, this creates inefficiencies and at worst, the City is at risk of dropping the ball and making substantial errors.

POSSIBLE PRIORITY 1 INITIATIVE (policy)

Fiscal Plan to Eliminate Massive RM Fund Deficits—In conjunction with Finance's work on cleaning up the books (Goal 2), develop a fiscal plan to turn the Risk Management program into a self-sustaining one and develop the capacity in this department to manage both the budget and the fiscal position of the Self-Insurance Fund.

POSSIBLE PRIORITY 2 INITIATIVE

Assessment of the Risk Management Program—Solicit proposals for a comprehensive assessment of the Risk Management program and implement its recommendations to better manage this $7 million dollar/yr. program.

POSSIBLE PRIORITY 3 INITIATIVE

Create a New Human Resources Program Around Performance Management—In conjunction with the City Attorney, Human Resources and Department Heads, develop a clearly understood program for guiding departmental performance management decisions. Also, the program should clarify when Human Resources assistance is requested and when City Attorney's Office input is required before making more "downstream" disciplinary decisions.

POSSIBLE PRIORITY 4 INITIATIVE

Develop New City Organizational Culture—In conjunction with the new permanent City Manager, develop a comprehensive new organizational culture that furthers Council and City Manager priorities around good service, transparency, sustainability with the City, etc. This new city-wide culture needs to involve Human Resources (and possibly City Attorney) in difficult personnel decisions within departments.

POSSIBLE PRIORITY 5 INITIATIVE

Develop Employee Transition Plan—Develop a checklist or plan of duties to complete when an employee announces they are leaving. The check list should identify all key processes, projects or systems the employee was responsible for and provide for transference of adequate information and training to minimize the risk of mistakes and knowledge loss.

POSSIBLE PRIORITY 6 INITIATIVE

Purchase and Install New HRMS—In conjunction with IT plans for Finance, purchase a new HRMS system to reduce the need for manual processes and furthering other priorities e.g., timely and well-done performance reviews, etc.

FINANCE DEPARTMENT—ACCOUNTING

SWOTs

This section covers the general accounting, payroll, accounts payable and the overall fiscal management of the City.

Strengths

Experienced Temporary Help—The department currently has two highly experienced former Finance managers that are familiar with Banning and its Finance systems.

The Department Has Recently Engaged A Strike Team—Befitting of this emergency, the LSL LLP CPA firm has been engaged to provide an experienced team to bring the books current and assist in fixing the impaired Internal Service Funds (ISFs).

Weaknesses

It should be noted that this section of the department is in extreme distress with numerous vacancies, a general staff exodus, and a huge backlog in accounting for City operations.

Lack of Fiscal Information—It appears many basic accounting functions had been suspended for approximately a year. Thus, there is limited reliable data on the current financial position of the City. The current temporary staff are conducting basic monitoring of finances such as cash flow management and working diligently to catch up with this fiscal information void.

Poor Fiscal Management Practices—It appears the City has apparently had a difficult time in balancing the General Fund (GF) and Internal Service Fund (ISF) budgets in previous years. Thus, previous Councils approved budgets reflected operating deficits in the GF and ISFs. We do not see the typical staff warning and (Council) discussions about these deficits along with their long-term implications. And it appears this practice violated Council Budget Policy. This had the effect of eroding GF fund balances over time. These practices have also caused massive deficits in the ISFs that was not commonly understood in the City. Finally, it appears the City regularly had to make substantial budget adjustments during the 2-year budget cycle. This suggests more work is needed in developing the original budget.

Extreme Staffing Instability—Since the exodus of core staff, the department is being managed by very dedicated Retiree Annuitants that are subject to CalPERS limitations. The general accounting staff are temporary. The City is currently recruiting for permanent staff. However, the labor market in this area is very restricted for qualified applicants.

Gradual Bifurcation of Accounting Systems—The overall accounting system picture reflects a gradual bifurcation of systems around various program activities that are not integrated. Thus, monthly updates on City's overall fiscal activities are labor intensive and takes too much time to produce meaningful information. It also makes the City vulnerable to one person thoroughly understanding the labyrinth of various subsidiary systems and how they affect the City's books. And if that person leaves, the accounting support for the City comes to a screeching halt. This is exactly what happened at the City.

Cost Accounting Knowledge is Weak—Most cities have a commonly understood Indirect Cost Allocation Plan that is used to assist departments in understanding their direct and indirect (overhead) costs for providing services. This mathematical model is used to price City services and facilitate policy discussions on what customers are charged (e.g. user fees, etc.). Very few staff understand the Indirect Cost Allocation Plan and it appears various errors occurred in its latest versions.

Internal Service Funds (ISF) Are Not Being Professionally Managed—The ISFs have built up large Fund Balance deficits over time. This trend began in 2019 and has steadily worsened over time. The ISF program managers were not assigned the responsibilities of managing their overall ISF fiscal position. They were responsible for only controlling their annual expenditure budgets, but they were not asked nor given the tools to manage the revenues of their fund. This was kept in Finance and poorly managed. This will require a painful Workout Plan to get back into a positive position over time. This will greatly impact the General Fund.

Decentralized Management Practices—It appears the City has lacked basic management controls including Finance management without the requisite central controls via a strong and enabled Finance Director and an engaged City Manager. This is the primary reason (among others) for the Electrical Utility's distressed fiscal position.

No Budget Document—The City does not have a readily accessible budget document that explains the City's spending plans and assumptions to staff, Council, residents and outside interested parties. The City is also behind in completing an audited Annual Comprehensive Financial Report (ACFR). This last fact sends warning signs to grantors, lenders and the bond markets.

Not Using All Financing Tools—The City is not actively using all the financing tools for services that other area cities are using in the area. One of the most substantial ones is the use of Community Facilities Districts (CFDs), which can be used to fund services and capital needs. There are a few CFDs required with some new development, but it is not widely used to fund, say public safety services.

Opportunities

***Purchase a Finance ERP System*—**Once the City's staffing and fiscal processes have stabilized with permanent Finance management staff; the City should consider purchasing a new Finance ERP system that is integrated and has the appropriate modules to support other important responsibilities (e.g., Utility Billing, etc.). However, it is highly important that the City acquire skill sets to guide the purchasing decision and implementation phase—see discussion in the Information Technology section of this department.

***City Has Convened a Team That Has Addressed Similar Challenges*—**There is a very high functioning team that has been convened by the City Council that, upon getting data on the City's financial position, it can work with the Council to execute a plan to bring the City back into a sound and sustainable fiscal position.

***Economic Development Interest*—**There have been developers showing a clear interest in investing in Banning's future. This will be a very important piece of the "puzzle" to improve the City's capacity to fund quality services that residents want and deserve.

Threats

***Reliance on Temporary Staff*—**The City cannot continue to rely on retiree annuitants who are limited to 960 hours per fiscal year to conduct core financial management responsibilities. If the City does not catch up soon on its accounting duties; the City will have to carefully manage the transition of key management positions to yet other temporary staff. This affects the timely "true up" of the City's books, the understanding of its fiscal position and it creates risk to the City's overall management.

***Cash Flow Needs Careful Management*—**Until the Electrical Utility moves into a positive financial position (rate increases are implemented), the Utility Billing is current, and the Financial Workout Plan for the General Fund and Internal Service Funds is developed and being implemented; the City's overall cash position will be suboptimum. This becomes very acute when considering cash flow needs for Banning's Capital Improvement Program. This will require careful management with regular reports to the City Manager and City Council.

***Upcoming Budget Will Be Very Difficult*—**If the City doesn't get a handle on its finances by this fall, the City management and Council will be entering a very difficult new budget cycle where they will not have the necessary fiscal information to compile, review and adopt a defensible budget (a new spending plan).

***Difficult Labor Market*—**The one common observation between various executive recruitment firms is the lack of qualified public agency fiscal staff. The City will have to repeat its recruitments until it gets a list of qualified candidates to choose from. This takes time.

The City Has a Robust Group of Municipal Utilities—With the rarest one being the Electrical Utility. Most cities do not have this utility. This is a potential strength and weakness, depending upon management capacity. The City will inevitably have to go to the bond market to seek financing of capital improvements for each respective utility. This process requires an enhanced level of transparency and review by outside agencies and firms. The City needs to demonstrate solid financial positions and good overall management practices over time before it enters this environment; otherwise it will be locked out and limited to other more expensive financing options.

POSSIBLE PRIORITY 1 INITIATIVE(possibly policy)

Aggressively Recruit and Staff the Finance Department With Permanent Staff--This may require revisiting compensation to better compete in this impaired labor market. It may also require evaluating current recruitment methods to ensure we are reaching the best candidate pool.

POSSIBLE PRIORITY 2 INITIATIVE

Develop System For Monitoring and Managing Cash Flow—This should include estimating cash flow needs for operations and the Capital Improvement Plan (CIP) in twelve-month increments. And due to the size of some capital projects, the long lead times, and reimbursement nature of outside funding; cash flow plans should be agreed upon for substantial projects (between Finance, Public Works and the City Manager).

POSSIBLE PRIORITY 3 INITIATIVE (policy)

Finish Cleaning Up the Books By Fall--Once the fiscal condition of the City is known, develop a 10-year fiscal forecast model (includes GF and ISFs) to fully understand the fiscal trends and where they are heading for Banning. The Council should then go through a structured discussion on difficult options to improve the long-term viability of Banning as a robust City providing the excellent services deserved by its residents. The prioritized Strategic Plan Goals (and related costs) should also be included in this forecast modeling.

POSSIBLE PRIORITY 4 INITIATIVE (policy)

Review and Update the Fiscal Management Policies--The City needs clear guidelines on when and how the FY 26-27 and FY 27-28 budget will be developed and communicated to the Council and community**.** There needs to be clarity to the Council and the public exactly what is the City's financial position; how it has changed and why; and how it might change with the future budget. There should always be a reconciliation between what the budget assumed vs. what actually happened via the presentation of the Annual Comprehensive Financial Report (ACFR). The budget process should begin around January/February to provide adequate time for everyone to provide input and fully understand what is in it.

Additionally, the City Manager in conjunction with the Finance Director should clarify administrative policy that affirms responsibilities for fiscal management for the overall City via-a-vis the departments and funds. This should specifically cover the City Manager, Finance Director, and department heads.

POSSIBLE PRIORITY 5 INITIATIVE (policy)

Engage a Special Tax Consultant To Create CFD Program For Services--To develop a complete CFD program that would be used to create more resources to fund new service demands that come with new development.

POSSIBLE PRIORITY 6 INITIATIVE (policy)

Produce a Transparent Spending Plan—This results in a commonly understood and accessible City Adopted Budget. This should be easily available to anyone that wishes to read it. The City Manager and Finance Director should jointly and explicitly affirm (annually) that the plan conforms with the policies completed as part of Goal 3.

FINANCE—INFORMATION TECHNOLOGY (IT)

SWOTs

Strengths

Stable and Committed Staff—This small work unit has not suffered the turnover of others; thus, they retain institutional knowledge of the City's IT systems, workflows, and operational nuances. They can translate how the technology serves the mission.

An Established IT Infrastructure—The City has built and maintained reliable (mainly) hardware systems that underpin critical services ensuring continuity, stability, and responsiveness to daily operations.

Commitment to Cybersecurity—With firewalls, endpoint protection, and regular audits by implementing layered defense, such as firewalls, endpoint protection, regular audits, and 24/7 monitoring.

Use of Cloud-Based Platforms—For email, document management, and remote access to operate more efficiently, securely, and flexibly. This forms a backbone that follows a modern, resilient computing environment.

Responsiveness to Service Requests—Quickly and effectively the IT team reacts to user reported problems. IT usually handles and/or responds to user issues within minutes.

Weaknesses

Aging Legacy (Finance) Enterprise Resource Planning (ERP) and (Utility Billing) Customer Information System (CIS) Software Applications In Use Across Multiple Departments—Older Legacy Systems are outdated software platforms or infrastructure that continue to support essential city operations, often because replacing them is costly, complex, or risky. In areas like Permitting, Finance, and Utility Billing, these systems may have been in place for over a decade and are deeply embedded in daily workflows. However, their age and limitations pose significant challenges.

- Legacy systems often lack modern features like mobile access, cloud integration, or real-time analytics
- They struggle to scale with growing population demands or evolving regulatory requirements.
- Customization is difficult, and adding new capabilities may require expensive workarounds.

Limited Budget for Modernization and Emerging Technologies—A constrained budget restricts an organization's ability to upgrade aging infrastructure, adopt innovative tools, and satisfy user and resident expectations . In city governments, where funding must be balanced across essential services, IT often receives a small budget allocation, making strategic growth and transformation difficult. Some of this is due to the lack of understanding of the IT role in supporting mission critical functions. Some of this is due to the IT "voice" not being clear and strategic in the organizational discussions.

- Outdated hardware and software remain in use (e.g., Finance, Utility Billing, etc.), far beyond their intended lifecycle.
- Citizens experience slower response times, outdated interfaces, and limited online services (e.g., permitting and utility billing).
- Manual processes persist where automation could improve efficiency and transparency (e.g., Finance).
- Public trust may erode if technology fails to meet expectations.

Lack of City-wide IT Coordinated Effort—the City IT division operates with lean teams focused on technical operations—network maintenance, help desk support, and system administration. However, without a dedicated multi-year plan covering all IT-related needs, purchases and system implementations, even well-intentioned implementation efforts suffer due to poor coordination, missed deadlines, unclear accountability and unintended consequences. We have the "poster child" for this concern with the Utility Billing crisis. The unintended consequence was the harm it caused to the City's overall cash flow position given it's the source of funding for slightly more than half of the City's budget. As to lack of accountability, very few understood who was ultimately responsible for this new system roll out.

This lack of coordinated efforts produces the following Weaknesses:

- Manual processes are used in some departments, reducing efficiency. Despite advances in digital tools and automation, many city departments continue to rely on manual workflows—such as paper forms, handwritten approvals, spreadsheet tracking, and physical filing systems. These outdated practices slow down operations, increase the risk of errors, and limit the ability to deliver timely, transparent services to residents. The recent Finance Director challenge of attempting simple bank reconciliations is partly due to this phenomenon.

Inconsistent Digital Literacy—Due largely to IT being a decentralized program, there is inconsistent digital literacy across departments. This slows adoption of new tools and modernization efforts. New system rollouts become fragmented and reduces the return on investments from technology.

- The purchasing of software becomes decentralized where independent decisions about which software to buy, often without centralized oversight from the IT division. While this can, on the surface, offer flexibility and responsiveness to department needs, it introduces several vulnerabilities and inefficiencies. New system implementation can be complex and create unintended problems without specialized skill sets (e.g. Utility Billing). Different teams may purchase similar software tools that perform overlapping functions. This leads to a fragmented IT environment with multiple platforms doing the same job (e.g., five different GIS management software across departments). There is increased complexity in integration, support, and training. Software may be acquired without proper vetting for security compliance, data protection standards, or vulnerability assessments. Shadow IT (unauthorized software use) becomes prevalent, exposing the organization to data breaches and compliance violations.

Opportunities

Federal and State Government Grant Programs—These are actively investing in digital transformation through grant programs that support smart city technologies (e.g., traffic sensors, public Wi-Fi, smart lighting); broadband expansion in underserved communities; and infrastructure upgrades for digital equity and resilience.

Improving and Implementing Public-Facing Services—These are the digital touchpoints where residents interact with the City (e.g. online bill pay, permitting applications and service requests). When these services are outdated, manual, or fragmented, they frustrate users and burden staff. Modernizing them with intuitive, secure, and integrated platforms transforms the citizen's experience and streamlines internal operations.

- ***Implementing Service Request Platforms—***More and more cities have implemented tools for residents to report issues (e.g., potholes, graffiti, broken streetlights) via web or mobile apps. This would be an enhanced version of what we have on the City's webpage. They often use geolocation and photo uploads to improve accuracy. This can be integrated with work order systems for faster resolution and updates. <u>However, any initiative like this needs to be properly resourced with response capability in Public Works, Police, and other affected departments.</u>

Enhance GIS and Data Dashboards—To support planning, utilities, and emergency response by enabling the city to map, analyze, and visualize spatial data for everything from zoning and infrastructure to population density and environmental hazards. When paired with interactive dashboards, this data becomes a powerful decision-making tool across all departments.

Partnering With Local Schools or Colleges—For internships and workforce development that helps build a local and sustainable workforce. These partnerships create a mutually beneficial ecosystem where students gain hands-on experience, and cities benefit from fresh perspectives, expanded capacity, and long-term recruitment advantages.

Threats

Cybersecurity Risks Including Phishing, Ransomware, and Data Breaches—These threats are no longer hypothetical; they're persistent, sophisticated, and increasingly targeted. Municipal governments, utilities, and public institutions are prime targets due to the sensitive data they hold and often have limited security budgets. The three most prevalent and damaging threats are:

Phishing Attacks—which involve deceptive emails, texts, or websites designed to trick users into revealing sensitive information.

Ransomware—is a type of malware that encrypts files or systems, rendering them unusable until a ransom is paid—often in cryptocurrency.

Data Breaches—are when unauthorized individuals gain access to confidential information either through hacking, insider threats, or system vulnerabilities.

Regulatory Compliance Pressures (e.g., California Consumer Privacy Act, public records laws)—These laws have myriad requirements including:

- Strict handling of personal data, including transparency about data collection and the right for individuals to opt out.
- Ensure that any personal data we collect, such as utility billing, permit applications, or emergency contact info—is securely stored and properly disclosed.
- Possibly new rules that may require annual cybersecurity audits and risk assessments for entities processing sensitive personal data.
- Mandates that digital communications and records be preserved and made accessible upon request.
- Websites and digital services must comply with ADA (Americans with Disabilities Act) standards, ensuring that all residents—including those with disabilities—can access city services online.

Natural disasters (e.g., wildfires, earthquakes)—Which can disrupt IT infrastructure, especially in our City which sits in a high-risk zone for both wildfires and earthquakes.

Public Expectations for Fast, Mobile-friendly Digital Services—This may simply outpace our capacity to address given the various weaknesses previously mentioned. Some of the reasons for this threat are: 1) our previously mentioned reliance on old Legacy Systems; 2) our limited IT staffing to develop, test and maintain mobile-friendly applications; 3) reliance on contracting for these skills may be cost prohibitive; 4) cyber security risks may enhance commensurate with expanding digital services; and 5) the digital divide may become more acute without proper support.

POSSIBLE PRIORITY 1 INITIATIVE (policy)

Develop and Implement a Banning IT Strategic Plan—With full participation by City departments, this plan should independently assess and address the following:

- The development of an IT Governance Structure that involves all City departments (e.g., Executive Steering and Working Committees).
- Topics to evaluate in the Plan include the previous mentioned SWOTS (e.g., centralized vs decentralized project management and purchases, etc.).
- A clear recommendation for a 5-year path to move forward.
- A 5-year prioritized and recommended spending plan like a Citywide CIP.
- A recommended IT staffing model that supports the Strategic Plan's recommendations.

POSSIBLE PRIORITY 2 INITIATIVE (policy)

Make Cybersecurity a Core Priority of the Organization—Cybersecurity isn't just an IT concern anymore; it's a public safety, financial, and reputational imperative for the organization. With rising threats targeting small municipalities, continuing to prioritize cybersecurity is essential.

- Regularly update systems and patch vulnerabilities.
- Conduct annual penetration tests and tabletop exercises simulating ransomware or data breach scenarios.
- Train Every Employee
- Offer mandatory cybersecurity training for all staff, including phishing simulations and password hygiene.
- Make cybersecurity part of onboarding and annual performance reviews.

POSSIBLE PRIORITY 3 INITIATIVE

Data Cleansing & Migration Strategy—Our systems contain outdated or duplicate records that should be cleaned or purged. We need to "clean data" before migrating to avoid compounding issues in the new system.

POSSIBLE PRIORITY 4 INITIATIVE

In Coordination with Goal 1, Consider Changes to the IT Manager Reporting Relationship— Upon reviewing the various IT needs of every City department in this Plan and the mission-critical nature of it; the current IT reporting relationship should be evaluated and possibly changed for the future. The most likely landing spot would be the City Manager's Office. This could have the added benefit of freeing up the Finance Director to focus on the core mission of the department, the overall financial management of the City.

FINANCE—PURCHASING

SWOTs

Strengths

***Cost Control Expertise*—**Skilled in negotiating pricing and securing bulk or long-term discounts.

***Supplier Relationships*—**Strong, long-term relationships with reliable suppliers.

***Process Efficiency*—**Established procurement processes and technology (e.g., e-procurement tools).

***Market Intelligence*—**Good understanding of market trends, pricing, and availability.

***Compliance Awareness*—**Familiar with regulatory requirements, contracts, and procurement policies.

***Transparent Vendor Access*—**Vendors register and receive bidding notifications centrally via OpenGov. This encourages broader competition and accessibility in the bidding process.

Weaknesses

***Limited Flexibility*—**Rigid procurement processes can delay urgent purchases. Parts of the purchasing/contracting process is roughly the same no matter the urgency, size, and risk of the transaction. Emergency purchases are skeptically viewed and delays can create major risks to the City.

***Training & Capacity Building*—**Limited departmental understanding of procurement practices affecting the overall purchasing performance and timing with substantial risk. Ironically, there is limited procurement depth within the Purchasing staff itself. When the Purchasing Manager is gone, key points of the process come to a halt until her return. This may be a function of the excess process complexity or lack of staff training.

***Overdependence on Key Suppliers*—**Some risk if one or two suppliers dominate the supply chain.

***Data Silos*—**Lack of real-time data or poor analytics leading to suboptimal purchasing decisions. This unknowingly increases organizational weaknesses (decentralized IT system acquisitions) discussed in the Finance—Information Technology section of this department.

***Vendor Onboarding is Cumbersome and Delaying Starting of Services*—**Once the decision has been made to utilize a particular vendor, it takes too long for contract execution and approval for paying vendors.

Opportunities

***Digital Transformation*—**Potential increased automation, continued use of AI tools, and data analytics can improve decision-making and efficiency.

***Sustainable Sourcing*—**Growing focus on ethical and environmentally friendly procurement practices.

***Supplier Development*—**Partnering with suppliers to innovate or improve supply chain resilience.

***Strategic Procurement*—**Moving from tactical buying to value-driven, strategic procurement (e.g., e-bonding of vendors, vendor outreach to Chamber of Commerce, hosting workshops with underrepresented businesses, etc.)

***Regional Sourcing* —**Cooperative agency outreach (e.g., buying coops).

Threats

***Supply Chain Disruptions*—**Geopolitical issues, pandemics, tariffs or natural disasters affecting supply.

***Price Volatility*—**Fluctuations in raw material or commodity prices.

***Regulatory Changes*—**New laws or tariffs/trade policies increasing compliance costs.

***Cybersecurity Risks*—**Potential for data breaches in procurement software or supplier networks.

Fraud and Mismanagement*—Without* appropriate points of control, it increases the risk of corruption, favoritism, or misallocation of funds.

***Political Interference*—**Localized purchasing may be more vulnerable to political pressure or bias in vendor selection.

***Public Scrutiny*—**Perception of inefficiency, waste, or favoritism must be managed and can damage public trust.

***Regulatory Non-Compliance*—**Purchasing practices need to ensure compliance with procurement laws or federal/state guidelines.

Rigidity of the Procurement Process—The City may be losing viable vendors that don't or can't participate in an extensive, confusing, and rigid process.

POSSIBLE PRIORITY 1 INITIATIVE

Work with the City Attorney and Restructure Vendor Onboarding—Once the purchasing decision has been made, continue improving the timeliness of the process that produces an executed contract and appropriate other approvals (e.g., insurance) that support timely onboarding and payment of vendor invoices.

POSSIBLE PRIORITY 2 INITIATIVE

Convene an Interdepartmental Team and Develop a More Responsive Purchasing Process for Emergencies—Expand the section of the Purchasing Rules regarding Emergency Purchases—more clearly articulating a process that is more responsive to the risks inherent in not addressing said emergency (e.g., employee safety, risk for more damage to City assets, enhanced liability to the City, etc.).

POSSIBLE PRIORITY 3 INITIATIVE (policy)

Convene an Interdepartmental Team and Develop a Purchasing and Contracting Process That is More Accessible to Smaller Local Vendors or Just Smaller Projects—The rather long and extensive City (mandated) contract along with the Purchasing processes should be revisited for smaller and low risk projects and vendors (including some local vendors). This may produce a short-form contract under certain circumstances.

POSSIBLE PRIORITY 4 INITIATIVE

Independent Review of Purchasing Processes—This review would seek ways to strike a better balance between centralized control over every aspect of purchasing vs. the speed and flexibility of purchasing goods and services. This is one of the most repeated comments by departments. The review should consider City Manager expenditure authority, bidding thresholds, etc.

FINANCE—UTILITY BILLING (UB)

SWOTs

It should be noted that the Utility Billing program is one of the most impactful programs in and to the City of Banning. However, it has not received the attention commensurate with this fact. This has become abundantly clear during the failed purchase and execution of a new UB system. It is this program that is solely responsible for collecting over half of the City's revenues. Due to this crisis, the City's overall cash flow has been dramatically affected as well.

Strengths

Customer Focused—Customer service representatives are very focused on customer satisfaction and providing accurate and timely billing.

Dedicated Employees—During the ongoing billing crisis, staff has worked weekends and holidays to get caught up on billing. This dedication has been admirable and has kept the billing function afloat.

Ownership & Pride—Staff is very proud of the work they do in billing and take mistakes personally. They also keep the customers best interest at heart and strive to provide the highest bill accuracy as possible.

Ability to Work in Stressful Conditions—Able to continue working at a high level while still having to deal with angry customers and the stress of getting caught up on delayed billing.

Weakness

Limited Managerial Capacity—With losses of Finance managerial staff, FD, Deputy FD, and Billing Supervisor – the City is working with limited managerial capacity on the utility billing side. While recent line-staff hiring and (re-assigned) long-term existing staff are working to get bills out, there is limited managerial leadership in addressing the bigger and underlying systems issues. In this vacuum, the focus is entirely on day-to-day operations rather than also developing a systems strategy to accelerate and refine the billing process.

There is Limited Onsite Managerial Authority—To work with utility managers, on equal stature, to pursue unique approaches to an equally unique crisis. While the Utility Billing Manager has done a commendable job in this area, there needs to be the Deputy FD presence to seek ways to balance the sometimes-competing needs of overall City fiscal

management with the operating needs of the utilities. The Billing Specialists should have a relevant voice in this program.

Lack of Interface Between Meter Reading Software and Billing Software—The shift from NaviLine billing software to another software program and back to NaviLine has resulted in problematic interfaces between the meter reading and billing software. While this was a known systems issue at the beginning of the 2025 calendar year, these issues are only now being addressed. This lack of interface has caused significant additional work for the billing department and has exacerbated the current billing issues.

No Billing Software Experts on City Staff—Utility billing staff members are well versed in the day-to-day uses on the NaviLine software; however, there is no current staff who deeply understands the software capabilities.

Lack of IT expertise on Billing Software—Typically with a major software system there is an IT staff member who develops software expertise to address the administrative and technical issues that arise with any major software program. Additionally, there is typically an IT staffer (a best practice) that guides purchasing and implementation of new important software applications. There is no dedicated IT support to fulfill this role, which is a major reason for the utility billing debacle when rolling out a new software application. The current version of the utility billing software is several generations behind and will soon no longer be supported by the manufacturer, which will further create issues in managing the software.

Opportunities

Move to Cloud-Based Software Platform—NaviLine offers a cloud-based billing system that allows the City to keep current on software updates and does not require upgrades to City hardware as updates occur.

Onboard Full Finance Staff—The City is actively attempting to fill current Finance staff vacancies. Once fully staffed, the Finance department should be able to better support the utility billing function and proactively address potential billing issues before they become critical. However, the CFO needs to elevate this expectation when onboarding new management staff.

Fix Meter Reading Software Issues—An outside vendor is needed to develop an application programming interface (API) between the metering reading software and the billing software. This alone will address many of the issues that have been plaguing the billing department.

Policy Development—Billing, collection, and shutoff policies are not clearly articulated in a billing policy for the City. Clear policies and procedures for utility billing should be documented and updated on a regular basis. Such policies will allow for better

succession planning as well as clear articulation of the billing processes, late notices, cut-off rules for non-payment, and resources for low-income customers. This should lead to consistent actions and messages to the community and help repair the current lack of faith by customers.

Threats

Loss of Credibility with Customers—The billing issues have created significant and ongoing issues with customers on the City's inability to produce and bill an accurate utility bill. Based on calls and emails to the City, phone complaints, and social media posts the City has suffered a significant loss of confidence from City utility bill payers. This could have lasting effects on the City's relationship with its residents. This is important as the City needs to pursue options for improving the City's long term fiscal picture.

Continued View of Utility Billing as Ancillary Activity—The City has not put the staffing or resources in place to ensure high service levels in utility billing. The billing department is responsible for bringing in approximately $58 million of revenue (FY22-23 budget) out of a total City-wide revenue budget of $104 million. The lack of investment in the utility billing process and staffing has created a significant financial challenge for the City. The cost of the billing department is funded by the utility customers and, therefore, should not be a low priority for the City.

POSSIBLE PRIORITY 1 INITIATIVE (policy)

Address The Software Issues (and IT Staff Support) That Led to the Current Billing Crisis—The recent billing crisis is a function of attempts at software changes without a best practice such as having an IT led comprehensive and integrated approach. Currently the utility billing function is using an old version of the NaviLine Customer Information System (CIS) and is not fully connected to the Electric meter reading software. Additionally, there are no staff members that are expert on the CIS software or integration issues with the meter-reading software. The City should upgrade to the latest CIS version and create APIs between the meter-reading and CIS programs, when the City is ready with the proper resources.

POSSIBLE PRIORITY 2 INITIATIVE

Do In-Depth Evaluation of the City's Utility Billing Function and Tools—The utility billing function is responsible for billing and collecting over half of the City's budget each year. When not working properly the lack of utility collections threatens the entire City's financial health. The current utility billing system, tools, and policies and procedures should be independently evaluated and updated to ensure continuous billing and revenue collection on behalf of the utilities.

POSSIBLE PRIORITY 3 INITIATIVE

Elevate the Utility Billing Function Within Finance—The utility billing function needs to be elevated within the Finance department. This elevation should include a management-level staff member overseeing the billing function to elevate billing issues up to the Finance Director and beyond when issues occur. Furthermore, the billing function should include all aspects of the billing process, including meter-reading and software integration.

POLICE DEPARTMENT

SWOTs

Strengths

A Dedicated Team—The Police Department has a core of dedicated and hardworking staff that display teamwork/collaboration, the ability to adapt under resource constraints, commitment to community relationships, and positive interpersonal relationships in many areas of the department.

Timely Response to Calls For Service—The Department classifies calls for service into (5) primary categories: Priority 1 is for imminent and severe threat to life; Priority 2 is for urgent calls, the severe threat to life has passed but suspects may be still around; Priorities 3-5 is for lower priority calls but impact resident's sense of community service. Given our staffing challenges, these response times are relatively good but could improve with more filled positions.

- The data say that our response to these calls are as follows: Priority 1 calls—07:14, Priority 2 calls are 12:04 minutes and Priority 3-5 calls are 17:50 minutes.

Response times can be affected by our level of vacant positions, speed of employee recruitments, and our ability to retain staff. By focusing on department weaknesses listed below, we can greatly improve response times and overall service provided to the community.

Weaknesses

Need For An Improved Departmental Culture—While the core of the department is positive, due to the turnover of management and other visible past personnel decisions, some perceive we can improve in the following areas: accountability, fairness, communication, equity in treatment, consistent and strong leadership, and clear departmental direction. This backdrop makes it more difficult for recruitment, retention, and promotional processes.

Turnover, Vacancies and Morale Issues—Vacancies, recruitment challenges and morale create a difficult "stew" to overcome in providing proactive Community Policing to address crime in general and reinforce Banning residents sense of safety.

Crime Rates—According to the FBI's 2019 Uniform Crime Reporting (UCR) data, the national average violent crime rate was 366.7 per 100,000 inhabitants, and the property crime rate was 2,109.9 per 100,000 inhabitants. In comparison, California's average violent

crime rate was 499.5 per 100,000 inhabitants, and the property crime rate was 2,138.9 per 100,000 inhabitants. For the City of Banning, the violent crime rate is 5.0 per 1,000 residents and the property crime rate is 17.0 per 1,000 residents. To properly compare these data, we have created the following conversion table:

	National	*California*	*Banning*
Violent Crime	**3.7/1,000**	**5.0/1,000**	**5.0/1,000**
Property Crime	**21.1/1,000**	**21.4/1,000**	**17.0/1,000**

Comparing Banning's reported incidents to these rates, Banning appears in line with the California average, but higher (as is the state) than the National average by 35%. It is difficult to compare Property Crime rates given Banning's reporting requirements are dissimilar to California and the nation. One can argue whether Banning's crime rates are a Strength or Weakness.

Opportunities

Community Outreach—Some of the department staff is motivated to engage the community in an expanded and more meaningful way through a stronger social media presence. This would involve enhancing information sharing and two-way staff/public engagement. Other efforts like open houses, "Coffee with the Chief" events, can be implemented to further community engagement. This is all part of lessening the real or perceived barrier between the residents and their Police staff.

Threats

Homelessness and Gangs—Both of these issues impact quality of life and eventually crime levels in Banning. Our largest category of Calls-for-Service is related to the homelessness issue. This activity, which is more acute than other cities, takes our staff away from other Community Policing activities in Banning. With respect to gangs, while it hasn't been a substantial problem, if not managed, it can metastasize into a crime problem.

Extremely Large Insurance Payouts for Employment Claims—The department has been the source for very large payouts related to employment claims. This sends the wrong message to the City workforce and especially Police staff. This is a trend that is hard to stop, and it threatens the overall finances of the City.

Employee Turnover—The department has been wrestling with a high vacancy factor due to turnover—newer employees leaving for other Police departments shortly after arriving in Banning. And the other cause may be attributable to the negative departmental culture mentioned above. At this writing, the department had 7 vacancies plus 5 staff out on leave (e.g. medical leave). This equates to a roughly 30% vacancy factor, an extreme situation. It

should be noted the department is close to filling many of these vacancies. This has the secondary impact of causing stress on the current employees coming to work (overtime) and having to backfill for the vacancies. It also pushes the department into taking risks by taking on transfers from other Police departments to fill positions.

POSSIBLE PRIORITY 1 INITIATIVE (policy)

In Conjunction With the City Manager and Human Resources, Develop and Implement a Proactive Outreach and Hiring Program--To eliminate vacancies and stay at full strength. Consider hiring bonuses and other strategies to compete in a very competitive labor market and retain the new hires. While the department is in process of more hiring, it'll be just a matter of time where past trends play out and newer hires will leave for other departments. The City needs to address this systemic threat with new "out of the box" ideas.

POSSIBLE PRIORITY 2 INITIATIVE (policy)

Provide One-Time Resources For A Departmental Assessment--To independently evaluate the Police Department's culture, and develop and implement strategies (for the Chief) to provide consistent expectations on performance and norms from the Chief and down throughout the department. In conjunction with Human Resources and the City Attorney's Office, this assessment should also review past and current claims to see if there are lessons learned for the department and City management.

POSSIBLE PRIORITY 3 INITIATIVE (policy)

Provide One-Time Resources to Develop a Community Outreach Program--Using best practices in social media, open houses, "Coffee with the Chief" etc.

PUBLIC WORKS—ELECTRICAL UTILITY

SWOTs

Strengths

Stable Workforce and Responsiveness to Customers—The Banning Electric Utility (BEU) workforce has many long-term City employees with the necessary experience in understanding the complexities of a city-owned electric system. Many of the staff are City residents and take pride in their service to the community with quick response to outages (e.g., 5-10 min.) response during normal business hours and maximum of 45 min. after hours.

Rare Local Control for Electricity—Local control and governance of the utility by the Banning City Council allows for the electric utility to have enhanced regulatory oversight locally instead of with the California Public Utilities Commission (CPUC).

Near-term Capacity for Growth—Banning's electric capacity can accommodate the City's future development and growth in the short-term (up to the next 4-5 years), given known development patterns to date. This speeds any planned development projects in the City avoiding potential stalling or delays from a more arms-length utility.

Growing Climate Friendly Power—BEU continues to exceed the State's renewable energy requirements with 62% of its resource portfolio recognized as renewable energy and another 2% recognized as greenhouse gas free energy. BEU will continue to conduct its electric operations while trying not to add harm to the environment.

High Reliability During Fires—BEU does not implement any Public Safety Power Shutoff to our residents and businesses during high wind scenarios, thus maintaining a better System Reliability index (SAIFI and SAIDI) rating than others.

Competitive Rates—Even with a pending electric rate increases, BEU rates will still be below Southern California Edison (SCE).

Weaknesses

Utility Billing Impacts—The City's Utility Billing crisis affects everyone at electric operations because to the residents and businesses, they are not able to distinguish which department is responsible for City utility billing functions. This has hurt BEU's reputation.

Internal Business Processes Need Balance—Sometimes the City's internal business processes compete with efficiency needs of the utility. BEU understands the need to find the balance between the higher accountability standards of government with the efficiency

needs of service delivery. However, in emergency cases the balance needs to swing towards efficiency and risk management. For example, a recent emergency purchase that was needed immediately for safety/risk management purposes was delayed by Purchasing for 2 weeks.

Negative Impacts from Poor BEU Fiscal Management—Due to poor fiscal management in BEU, the near-term financial stability of utility and fiscal sustainability has required the Council to increase its rates in a more aggressive manner than has been conducted in the past. This too impacts BEU's reputation.

BEU's Poor Credit Rating—BEU's credit bond rating of B+ has led to consecutive downgrades by bond rating agencies leading to "junk" bond status. This may cause additional risks for the utility and its power supply counterparties willing to conduct business with BEU or higher interest rates for future purchases.

Outdated Tools—BEU equipment, vehicles, technology and software systems are becoming dated and less efficient.

BEU Staff's Poor Fiscal Management—The lack of knowledge and clarity on the financial aspects of the utility, including the sharing of responsibility of and partnership with our Finance Department is improving but more work is needed.

Need to Improve the BEU Culture—Communication and teamwork both internally and externally beyond the department has room for improvement. The BEU management and staff have acknowledged this, recognizing more work needs to be done to improve the departmental culture.

Opportunities

Investment in Software and People Who Use it—Software technology advancement (both Enterprise and Utility Customer Information Systems) could lead to significant modern improvements in day-to-day operations, improve internal process and customer service to both internal staff and external residents and businesses.

Cannabis—Embracing cannabis cultivation in the City's industrial areas could provide significant revenue opportunities for BEU/City. An example of a legally operating cultivation business could provide upwards of $250,000 of electric revenue annually.

Interstate 10 As an Asset—Given the City's proximity to Interstate 10 and the potential for electrical semi-truck development; Banning is well positioned for a truck-stop electrification site. This could be a substantial revenue source for the BEU.

Threats

Not Losing Site of Capital Needs—As a result of BEU's near term financial instability, deferred capital expenditures of operations and maintenance of existing infrastructure could lead to reliability and wildfire mitigation improvement delays. This must be properly monitored.

The Inefficient Utility Billing System—The City's Utility Billing function has greatly reduced customer confidence in their work product (i.e., monthly bills in the eyes of our customers due to the unsuccessful roll out of a new system). To mitigate the damage and resolve the problem, the City fell back to the old system, which is manually intensive, extremely inefficient and late. This is affecting our image with customers.

Limited Consensus of Direction—Due to management staff turnover at all levels citywide and BEU, there needs to be more consensus for next steps and direction for the City and the utility.

Long-Term Planning for Electricity—While Banning's electric capacity can accommodate the City's expected 4–5-year growth, future expansion capacity beyond that will be reliant on BEU's Edison Transmission Interconnection and its Wholesale Distribution Access Tariff. This important agreement will provide for the additional capacity needed for development projects beyond the 5-year increment.

POSSIBLE PRIORITY 1 INITIATIVE (policy)

Achieve BEU Fiscal Solvency And Sustainability—The Council has seen the plan to achieve this goal which requires adherence to rate increases over the next five years. However, this also requires collaboration with the City Manager, BEU management and Finance to monitor expenditures, revenues, the Utility Billing function, and fiscal strategies to fund capital needs. There should be an annual review comparing actual results to the original financial model, and adjustment should be made accordingly. After a few years, BEU may consider seeking a bond rating upgrade and entering the bond market to fund capital needs and related bond rating upgrade.

POSSIBLE PRIORITY 2 INITIATIVE (policy)

Complete Edison's Wholesale Distribution Access Tariff agreement—This should take (1-2 years) which increases BEU's capacity for long-term growth and its related load.

POSSIBLE PRIORITY 3 INITIATIVE (policy)

In Conjunction with IT, Purchase and Roll Out a New Utility Billing system—This requires the identification and purchase of a new Finance Enterprise Resource Planning

(ERP) system for the entire City including a Utility Billing module (see the Finance—IT discussion on this).

POSSIBLE PRIORITY 4 INITIATIVE (policy)

As The Utility Becomes Solvent, Ramp Up Capital Needs—Upon reaching utility solvency, ramp up deferred Electric capital needs, striking the balance between use of cash and borrowing.

PW—WATER UTILITY

SWOTs

The Water and Wastewater utilities are managed by one division within Public Works. Thus, proposed goals are addressed after the discussion of the two utilities' SWOTS.

Strengths

Locally Controlled High-Quality Groundwater Supply—This reduces reliance on imported water and provides stability for long-term planning. We have a large amount of stored water available for contingencies (the Beaumont Basin).

Skilled Operators—We have a strong team operating and maintaining approximately 165 miles of water pipelines, 21 wells, 8 reservoirs, and strong regulatory compliance history.

Ability to Move Water—It's an important role moving water from one pressure zone to another via gravity in fire flow and operational emergencies and electrical outages.

Our Own Strategic Plan—We are following our 2018 Integrated Master Plan (IMP) covering Water, Wastewater and Recycled Water systems which provides a strategic road map for City's utilities infrastructure planning and upgrades through year 2040.

Good Working Regional Relationships—With regional partners (e.g., San Gorgonio Pass Water Agency (SGPWA), a State Water Contractor), leading to imported water storage; and the neighboring Beaumont Cherry Valley Water District (BCVWD) leading to robust delivery system via interagency water "interconnects".

Robust Fire Hydrant Flushing Program—This involves exercising and flushing over 2,000 fire hydrants annually for water quality and fire protection purposes.

Weaknesses

Aging Infrastructure—Resulting in approximately 5-6 leaks per month requiring water service lateral and/or water-main repairs, service disruption, higher maintenances costs, and the need for small diameter pipeline replacements to increase fire flow for public safety. Approximately 21 miles (roughly 13 percent of the system) of small diameter pipelines exists ranging between 2 and 4-inches.

Increasing Reliance on Imported Water—As City nears buildout, there will be an increasing exposure to supply uncertainties, drought restrictions, and cost volatility.

City's Limited Ability to Raise Rates—Given our disadvantaged community with a limited capacity to handle high water rates and the myriad infrastructure and operational needs, there is a funding ceiling challenge for the utility.

Outdated Supervisory Controls and Data Acquisition (SCADA)—This is a computerized industrial control system that monitors and controls processes across the entire water system with a lack of asset management technology in system monitoring.

Limited Technical and Administrative Staff—This includes engineers, analysts, conservation specialist and distribution/production staff members. It reduces the division's ability to manage projects, implement conservation programs, and plan and implement future regulatory or operational demands. This is due to budget constraints and inability to attract and keep qualified staff.

Upcoming Regulatory Requirements—Such as Hexavalent Chromium treatment will require advanced operator training and licensing (which currently cannot be obtained by current staff unless the City implements a "pilot-plant" project), exposing a gap in staff readiness that needs to be addressed.

Opportunities

Grants Are Available—To pursue for offsetting capital project costs to the City and accelerate necessary infrastructure upgrades without overburdening rate payers. The City's Disadvantage Community status often provides an advantage for receiving grant funds.

Implement Leak Detection Technology—Avoiding leaks improves water conservation, minimizes unscheduled service disruptions, and reduces non-revenue water losses.

Promote Water Conservation—Through public education to potentially reduce long-term water demand trends and build stronger community support for the division's programs.

Threats

Newer and Stricter Regulatory Mandates—Such as lowering maximum contaminant levels (e.g., Chromium-6) will require costly treatment upgrades, placing financial and operational burden on the utility.

Future Reliance on Imported Water—Due to the City growing, it may expose the City to potential water shortages, state-wide drought restrictions, and higher costs.

Drought Conditions and Mandated Conservation—May limit water availability, which in turn could reduce consumption and impact revenue stability.

Deferred CIP Implementation—This tends to increase long-term costs and service disruptions, as infrastructure deficiencies worsen, and repairs become more frequent.

PW—WASTEWATER UTILITY

SWOTs

Strengths

Effective Compliance With the Current Wastewater Discharge Permit Requirements— This is occurring through our planning and implementing wastewater treatment plant (WWTP) upgrades to address future regulatory requirements. This includes impending regional water quality control board's (RWQCB) discharge limits of Nitrogen. We also need to generate Title 22 compliant tertiary treated recycled water for landscape and irrigation purposes to offset demand from the potable water system and diversify City's water resources portfolio. These are to be addressed with the planned completion of a new WWTP.

Strong In-House Ability—To inspect, clean and maintain sewer lift stations and sewer-mains; reduce the risk of sanitary sewer overflows; rapid response to issues; and we can do it cheaper than outsourcing.

Good Working Relationships with Regional Partners—Enhances the City's ability to address wastewater challenges, leverage resources.

Weaknesses

Approaching Wastewater Treatment Capacity Limits—This is due to the increased rate of development and the existing treatment plant's inability to remove higher amounts of nitrogen; hence the need for WWTP upgrades.

Lack of Peak Wet-Weather Wastewater Storage—Due to inflow and infiltration from stormwater into sewer collection system; hence the need for an equalization basin (storage basin).

Aging Infrastructure—And the need for replacements and/or rehabilitation of manholes, pipelines and pumps which if left unaddressed, will lead to increased maintenance costs and risk of infrastructure failure.

Bottlenecks and Hydraulic Capacity Deficiencies—Within sewer-mains resulting in sanitary sewer overflows etc.

Opportunities

Grant Funding—Reflects opportunities to carry out recycled water and wastewater system improvements that enhance its reliability.

Prioritize and Implement Targeted Improvements—Within the wastewater system as identified in the Sewer System Management Plan (SSMP).

Explore the Possibility of Producing/Reusing Biogas—Which is often produced by the wastewater treatment processes to reduce operational costs and improve sustainability.

Use Recycled Water—Convert Sun Lakes Country Club's golf course and additional parks to utilize recycled water soon (upon completion of the WWTP upgrades). This improves our conservation rates for potable water.

WWTP Has Capacity to Add Solar Power—There is land available to add solar power to assist in meeting the needs of the facility operations.

Threats

Ever Increasing Environmental Regulations—Affecting wastewater treatment and discharge requirements which could require costly plant upgrades (like the current planned WWTP upgrades in progress for Nitrogen removal) and place additional financial strain on the ratepayers.

Risk of Sewer Overflows—And associated liabilities due to aging system and bottlenecks, which can be reduced by implementing capital improvements and best practices.

High Cost of Treatment Facility Upgrades—Requiring careful planning and potential rate adjustments.

WATER & WASTEWATER

POSSIBLE PRIORITY 1 INITIATIVE (policy)

Complete Wastewater Treatment Plant Recycled Water Upgrades—Complete design and construction of the new WWTP to meet nitrogen discharge limits and produce tertiary recycled water for irrigation, reducing potable demand and diversifying water supplies.

POSSIBLE PRIORITY 2 INITIATIVE (policy)

Hexavalent Chromium Compliance Plan Implementation—Implement a Hexavalent Chromium (Cr6) Compliance Plan to meet the new 10 ppb MCL, using treatment and non-treatment measures, with full compliance anticipated by 2032.

POSSIBLE PRIORITY 3 INITIATIVE (policy)

Develop and Implement Water Conservation Program— Develop and implement a State-mandated Water Conservation Program to ensure reliable supplies, comply with mandates, and promote efficiency through outreach, incentives, and usage monitoring.

POSSIBLE PRIORITY 4 INITIATIVE (policy)

Update Integrated Master Plan (IMP) and Evaluate Water/Wastewater Financial Rate Structure—Update the 2018 Infrastructure Master Plan (IMP) for Water, Wastewater, and Recycled Water systems to guide future utility upgrades, and review the current rate structure to ensure it supports the IMP's capital needs. Any discussion of rates should clearly include capital and operating needs over multiple years, the possible use of debt financing vs. use of cash, expected annual fund liquidity, etc. There should be an annual review that compares yearly actuals vs. the underlying finance model assumptions.

POSSIBLE PRIORITY 5 INITIATIVE

Replacement of Small Diameter Pipelines and New Potable Wells—Replace aging, small-diameter, leak-prone watermains to reduce water loss, minimize costly repairs, and improve fire flow capacity, and develop new potable wells to enhance system reliability and accommodate future development.

PW—BUILDING MAINTENANCE

SWOTs

Strengths

Familiarity With Assets—The team has strong familiarity with city-owned assets and experience in providing services them. They are aware of the problem areas within facilities and the services or vendors necessary to complete repairs.

Responsiveness—The team is responsive to City facility needs and requests from city staff when issues are brought up and can effectively triage requests.

Cooperating Ethos—There is strong interdepartmental and internal staff cooperation if additional resources are needed to complete specific tasks.

Weaknesses

Small Team—With only 2 staff members, the team is limited in completing: medium to large scale projects (i.e., roofing maintenance, facia board replacement; facility painting and flooring upgrades, etc.); clearing backlogs of internal requests; and necessary recurring maintenance items.

Deferred Upgrades and Maintenance—Staffing and funding constraints have led to deferred upgrades to HVAC, roofing, and ADA compliance.

Robust Preventative Maintenance Plans Don't Exist—Facility Condition Assessments and preventative maintenance plans have not been established for all recurring tasks completed by the department. This would assist in advance scheduling of resources and conducting necessary work to extend the lifespan of City assets.

Rigid Insurance Requirements—Local hiring of vendors is challenging due to our large insurance requirements. When vendors are necessary, they are often further from the City and at higher costs.

Opportunities

Energy Retrofits Can Save Costs—Energy efficiency retrofits throughout the City with LED replacements, HVAC maintenance, or window tinting, replacement, or upgrades can reduce our energy costs.

Using Technology Can Help—Being able to fully integrate a Facility Condition Assessment into an asset management software to centralize requests, track useful life,

plan for capital projects, and evaluate if repair or replacement would be more cost effective.

Scaling Up with Contractors—The team can leverage contractor support for medium to large capital projects where inhouse staff is unable to complete due to lack of staff, required skill sets, or where specialized equipment is required.

Threats

Rising Costs for Materials and Services—The rising cost of construction materials and vendor labor costs are limiting factors to our ability to complete routine maintenance projects.

Age of Some Facilities—Due to the age of some facilities (i.e., Fleet Building, PW Building) and equipment, unexpected facility failures can disrupt essential city operations as there is limited space to accommodate displaced staff in other locations.

Increased Regulations—Increasing regulatory and safety compliance requirements take staff time away from maintenance tasks to comply with mandatory trainings, certifications, and reporting.

POSSIBLE PRIORITY 1 INITIATIVE

Complete a Facility Condition Assessment—Integrate the data into the asset management software and develop Preventative Maintenance Plans to guide future budgeting decisions and prolong useful lives of our facilities.

POSSIBLE PRIORITY 2 INITIATIVE (policy)

Address Deferred Maintenance Issues—Focus projects to clear deferred maintenance of key facility systems (e.g. HVAC, roofing, electrical).

POSSIBLE PRIORITY 3 INITIATIVE (policy)

Evaluate Adding More Capacity For Routine Maintenance—Evaluate hiring a 3rd Maintenance Worker vs. adding contracting capacity to address more routine maintenance inhouse and maintain a low backlog of work.

PW—ENGINEERING

SWOTs

The Engineering program provides land development, stormwater and NPDES programs, traffic management, capital project development and implementation, regulatory compliance, and inspection services on City and private projects.

Strengths

Strong Multi-Disciplinary Team—The engineering staff has a broad base of knowledge and are flexible, multi-disciplined, and accountable staff that provides the required services for capital projects, stormwater programs, land development processing and review, inspections, and contract management. The department has received positive remarks from the public, developers, and other city staff for providing a high level of customer service and responsiveness.

The Capital Project Team Delivers—Projects for the community, including the Highway Safety Improvement Program roadway improvement project, water line upgrades, annual pavement maintenance programs, and the Sun Lakes Boulevard extension project.

Software Application Support—Engineering staff leads the effort in software implementation and training (internal and external) for: the SmartGov permitting system that benefits the Community Development Department; also, Cartegraph (roadway) Asset Management, and assistance with ERSI ArcGIS (geographic information system) implementation. This can be expanded to Parks and other programs.

Success in Acquiring Outside Funding—The public works team has been very successful in receiving grant awards and delivering projects. These efforts include the Downtown Revitalization Plan grant, Active Transportation Plan grant, over $30 million in grants for Sun Lakes Boulevard, $7 million in grants for the Hargrave Grade Separation Design project, HSIP safety improvement projects, and nearly $1 million in quick build grants to implement portions of the active transportation plan.

Weaknesses

Challenges in Obtaining Full Staffing Levels—Besides filling vacancies, we also need more authorized engineers and project management staff. These challenges lead to a lack of redundancy and our ability to perpetuate standard operating procedures in an absence or vacancy that arises in the department.

The Regulatory Environment is Always Changing—Staying current on the changing regulations is a challenging goal. The regulatory environments across all services (stormwater, air quality, pavement standards, etc.) with limited staff takes away time to perform other essential community services.

Purchasing and Vendor Management—With limited in-house staff, the division relies on vendors for minor projects like traffic calming, traffic signal timing, curb/ramp improvements, ADA compliance matter, and required reporting. Purchasing challenges and management of vendors reduces the benefit of contracting to complement limited staffing capacity.

Opportunities

Leveraging Other Resources—Continuing efforts to find grant and regional partnership opportunities to implement 'Smart City" features like centrally connected and managed traffic signals.

Coordinating With Partners—Greater coordination with adjacent jurisdictions (e.g., Morongo Tribe, Beaumont, etc.) and regional partners (e.g., WRCOG, County and State), to bring regional projects and initiatives that will benefit Banning.

More Outreach—Expanding our communication to the public on various projects and our day-to-day services will improve support and understanding of our efforts.

Enhanced GIS Usage—The integration of spatial data with asset management systems provides more data driven capital programming and decisions. This helps in infrastructure planning, project reviews and developing financing options for growth.

Threats

Changing Regulations—The changing regulatory environment makes it challenging to articulate our priorities for State and Federal funding. Current state priorities for funding are not for roadway expansions. Previous federal guidance was aligned with this, which has recently changed with the new administration. When planning multi-year projects, the uncertainty presents challenges to ultimate constructability and viability of individual projects.

Long-term Population Growth Requires Proper Planning—If all potential residential development projects come to fruition, the City's population will double, thus, new demands will be put on the department to deliver traffic safety, capital enhancements, and roadway improvements projects.

Mandated Stormwater Requirements—The state's requirements will require greater staff and financial resources over time that are currently unfunded by the Federal, State or County governments.

POSSIBLE PRIORITY 1 INITIATIVE (policy)

Update Engineering Standards and Specifications For Development—Create an engineering manual to provide guidance to developers, plan checkers, and City staff. This will provide expectations and surety for planning purposes. It will also mitigate the potential for issues due to possible staff turnover.

POSSIBLE PRIORITY 2 INITIATIVE

Seek Greater GIS integration with Asset Management Software (AMS)—Seek vendor assistance with integrating our GIS data with our AMS tools. This enhances our decision making.

POSSIBLE PRIORITY 3 INITIATIVE (policy)

Help in Implementing Newer Stormwater Requirements—The pending update for the regional stormwater program will require additional staff, vendors, and funding to ensure compliance. Minimal funding will be provided through the County Assessment District, requiring local money to backfill the remaining need.

PW—STREET MAINTENANCE

SWOTs

Strengths

Small but Mighty—While very small (3 laborers, 1 supervisor and 1 work release crew supervisor), the maintenance team is experienced, cohesive, and knowledgeable about City assets and infrastructure.

Experienced With Multiple Tasks—The team can perform cold-patch pothole repairs, replace and install signage, implement roadway striping, curb painting, and minor concrete curb and sidewalk repair.

Will to Pitch In—The team is willing to take on other tasks as assigned, such as homeless camp cleanup, assist landscape maintenance vendors, graffiti removal, assist with the Building Maintenance team, trash cleanup, bulky item day assistance, and more.

Weaknesses

Aging Equipment—The department utilizes aging equipment and vehicles that will require replacement to remain effective. They also lack specialized equipment to expand on services, such as hot-mix asphalt repair, larger concrete replacement jobs, and larger roadway striping tasks.

Limited Resources—The program is funded exclusively from Gas Tax receipts without General Fund support, leading to a deferred maintenance backlog due to limited funding and lack of staffing. This leads to staff reacting to issues, rather than addressing preventative needs.

Lack of Preventative Maintenance (PM) Plans—PM plans have not been established for all recurring tasks completed by the department. This would assist in advance scheduling of resources and/or acquiring contracted help on occasion. This lack of guidance results in staff being pulled from scheduled tasks to the hot item of the moment. This is inefficient and creates more of a backlog for preventative maintenance.

Opportunities

Seek Regional, State and Federal monies—Outside funding should be acquired for roadway improvements to lengthen the life of pavements and enhance striping through the implementation of a pavement management system.

Work with Regional Transportation Partners (WRCOG, RCTC, etc.)—To integrate smart city technology (e.g., traffic sensors, signal coordination) to improve performance of our road system.

Acquire New Equipment and Training—To expand service ability to apply striping and implement traffic calming and active transportation signage and striping.

Move Landscape Services—To contractors thus allowing more time to maintain the right of way assets.

Threats

Rising Cost of Asphalt and Construction Materials—Is a limiting factor on the ability to complete routine maintenance projects.

Extreme Heat and Other Events like Hurricane Hillary—Leads to felled trees, damaged storm channels, and rapid occurrences of potholes and pavement damage.

Increased Traffic—From new and increasing development adds more stress to right of way assets and makes maintenance more difficult and inconvenient to the public.

POSSIBLE PRIORITY 1 INITIATIVE

Develop Formal Preventative Maintenance Plans—Complete preventative maintenance plans for all City owned street related assets and provide options to policy makers for funding. Adhere to the plans via regular scheduling of staff.

POSSIBLE PRIORITY 2 INITIATIVE (policy)

Develop a Pavement Management Plan and Policies—Complete a comprehensive inventory of roads along with their relative condition and expected life cycle e.g., Pavement Condition Indices. This would be communicated to Council along with options to fund differing performance levels or indices.

POSSIBLE PRIORITY 3 INITIATIVE (policy)

Seek Additional Funding—After completing the previous two goals, seek additional funding for improved performance and condition of City infrastructure, with improved cost-effectiveness of maintenance efforts. This may include more staffing, contracts, and reduced backlog for repairs.

POSSIBLE PRIORITY 4 INITIATIVE (policy)

Move all Landscape Services to Contractors—This would improve the focus and effectiveness of our street maintenance crews.

PARKS & RECREATION DEPARTMENT

SWOTs

Strengths

Well Respected—The Banning Parks and Recreation Department is a well-respected part of the City that receives positive overall community support. From events, family recreation, youth sports, and our Senior Center, our programming offerings are well-run and well-received by the community.

Affordable Services—Banning is a disadvantaged community, and the department currently offers much of their programming at a very low price point, when compared to others.

Has a Far Reach to Many—The department offers both small and large events throughout the year at no cost. In FY 2025, over 14,000 total people were attendees at fourteen community events. Additionally, the City significantly supports the Annual Stagecoach Days event each year which has over 7,500 attendees.

Has Two Popular and Unique Amenities—The department has two unique facilities that enable amazing experiences for Banning, our Repplier Aquatic Center and Playhouse Bowl Amphitheater.

- The Aquatic Center has both a small and large water slides, not found in most public pools, as well as zero entry kids play area. The Aquatic Center had nearly 23,000 people through the door in FY 2025, including private rentals, swim lessons, classes, and open recreational swim.

- The Playhouse Bowl Amphitheater offers an outdoor amphitheater with nearly 2,000 available seats. The facility hosts the annual Playhouse Bowl Association concert series with between 6,000 and 8,000 annual attendees. The facility is also the site for movies in the park and numerous public and private events throughout each year.

Builds and Maintains Partnerships—The Department has developed and continues to have strong partnerships throughout the community. Some of these partnerships are with other agencies, non-profits, and community associations that enable the department to provide much-needed resources to our seniors. Some of our other partnerships include the Banning Unified School District, churches, and various city departments.

Senior Center—One of the great strengths of the Parks and Recreation Department is a Senior Center that operates Monday through Friday to provide connection for our seniors,

to one another and to the many available and needed resources both in the local and regional community. The Senior Center provided over 9,000 daily meals in FY 2025. The Senior Center offers daily and weekly classes and monthly and seasonal events throughout the year and has well over 10,000 seniors through the door each year.

Leveraging a Small Staff—The Parks and Recreation Department's greatest strength may be a small group of dedicated, knowledgeable, passionate, and skilled staff who are flexible and able to adapt as necessary to execute in all settings.

Weaknesses

A High Reliance on Part-Time Staff—Creates very limited opportunity for growth with our large part-time staff and such a small contingent of full-time staff. This creates insufficient opportunities for staff advancement and growth. This results in instability and turnover with the part-time staff.

Some Under-served Youth—Although the department offers a significant number of programs and events for youth, families, and seniors, it has struggled to reach the teen and under-five demographic areas with minimal success in programming and event offerings.

Departmental Facilities Are Aging—The department has some of the standard parks and recreation amenities in its parks and facilities, but many of those facilities are aging and not designed ideally for best operational practices.

Inventory of Departmental Facilities is Inadequate—The city has a substantial shortage of available parks, facilities, and programming space for its current population when compared to the National Recreation and Park's annual Parks metrics benchmark survey. The city currently has five baseball fields and only four lit fields. The current Little League program is at capacity without additional fields. The city does not have a soccer field and uses available turf space in several parks for its youth soccer league and youth association practices. We can use the School District facilities when available, but their space is limited, and their programs take priority on these fields.

Safety Concerns in Our Parks—With drug use, alcohol, and homelessness issues affecting normal user experiences; there are ongoing concerns with graffiti and vandalism and a perception of a lack of safety throughout our park system.

Opportunities

Update our 2010 Parks and Recreation Master Plan—The current Master Plan is outdated and does not provide a usable plan for development for either the current or future needs of the City. The number of ballfields, community centers, and gymnasiums are significantly below the benchmark numbers for similarly sized communities. The city is without some amenities altogether, such as pickleball courts, soccer or multi-use fields,

and technology norms such as WIFI in public spaces and audio-visual accompaniments in our rentable facilities. There is a facility shortage today and it will increase as the City grows in population.

As Development Occurs Seek Facilities and Funding—Overall funding for the department's operations and development is a significant concern for the future. With significant development coming to Banning in the future, the updating of our Park Development Impact Fee (DIF) associated with developments provides a potential enhanced revenue source.

Fundraising Non-Profit—A fundraising non-profit for parks, (e.g., "Friends of Banning Parks") could be created to assist in raising money for Parks and Recreation amenities or programs.

Use of Reclaimed Water—Besides lessening the need for potable water, Parks can use reclaimed water for possible cost savings to the department.

Partnering With the School District and Police Department—we can always enhance our partnerships with the school district to provide intramural sports programming and classes directly on the school sites. We can partner with the Police Department to develop a joint program offering sports and outreach to youth and teens in the community. These programs will provide positive after school activities at a time when youth and teens are the most vulnerable to negative activities.

Mobile Recreation Program—there are opportunities to provide significant increase in our offerings by developing a mobile recreation program that we could bring to parks, neighborhoods, outside partners, and senior communities like several 55+ mobile home parks that lack recreation services and programming.

Threats

Keeping Up With Expected Population Growth—Given the current deficiencies in facilities and the expected demands due to population growth that can double over the next, say 10-15 years, the resident's experience of our department will be greatly harmed in the future.

Increasing Cost Pressures—One example of these increasing costs is in department's utility costs. These costs were $68,000 in FY 2023 and $320,000 in FY 2025. As the General Fund gets distressed, there is a concern that these popular departmental experiences will lose out due to competing priorities in the City.

POSSIBLE PRIORITY 1 INITIATIVE (policy)

Complete An updated Parks and Recreation Master Plan—Develop a Master Plan of facilities and services to anticipates growth and fold its results into the City's Capital Improvement Plan

POSSIBLE PRIORITY 2 INITIATIVE (policy)

Funding the Master Plan—Including the Plan into the City CIP, development of additional funding sources for Parks and Recreation (e.g., Friends of Banning Parks, Sponsorship and partnerships, private and public grants, updating the Parks DIF, etc.).

POSSIBLE PRIORITY 3 INITIATIVE

Development of Career Paths—Create opportunities in the department for entry level staff to advance, grow and be productive in the community; thus, providing stability in the staffing of the department.

POSSIBLE PRIORITY 4 INITIATIVE

Enhancing School Partnerships—Seek additional leveraging of school sites for the delivery of recreational services.

COMMUNITY & ECONOMIC DEVELOPMENT

SWOTs

Strengths

Committed Staff and "One-stop Shop"—The City of Banning's Economic and Community Development Departments are supported by a knowledgeable, collaborative staff committed to facilitating sustainable growth and long-term community revitalization.

Strong Interdepartmental Coordination—Coupled with in-house electric and water/wastewater utility resources, enables streamlined entitlement and permitting processes, making the city more responsive to developers, business owners, and housing partners as a one-stop shop for projects.

Strong Relationships—City staff also maintain strong working relationships with regional agencies and educational institutions, further enhancing Banning's ability to align with broader economic and workforce development strategies.

Modern Goals/Policies—The City is currently updating its General Plan and zoning ordinances to ensure goals, policies and City growth aligns with community values and provides a foundation for downtown revitalization, commercial corridor improvements, and new housing projects.

Strong Outputs—The department reviews and processes a large volume of work as exemplified below:

Permits Issued			
Quarter 3, 2024	**276**	***Quarter 2, 2025***	**428**
Quarter 4, 2024	**301**	***Quarter 3, 2025***	**389**
Quarter 1, 2025	**312**	***QTD@10/17/25***	**97**

Weaknesses

Staffing and Turnover Challenges—The Economic Development program is a team of one. The Community Development Department has a staff of 16 that is made up of City and contract staff. Only three of the 16 CDD staff have been employed with the City for longer than two years, while most of the others have been with the City for about a year or less. The turnover and limited staffing has led to gaps in institutional knowledge on processes that are required to provide an efficient operation. This staffing challenge has caused some delays in application processing and responsive customer service; and

reduced capacity for proactive community outreach/awareness and staffing of the newly appointed Historic Preservation Commission.

Impaired Systems—The City faces internal limitations that often slow down momentum, such as an impaired or failed implementation of permitting and licensing systems. In both economic and community development, there is a need for modernized tools to track metrics, assess development readiness, and identify gaps in housing, infrastructure, and commercial activity. There is limited capability for GIS mapping services. Inconsistent or outdated zoning and development standards in certain areas also complicate project feasibility. Additionally, the City must balance growth with preservation of community character, which requires more robust community engagement tools and clearer policies to guide infill and redevelopment without displacing existing residents or small businesses.

Opportunities

Undeveloped/Underutilized Land—The City's abundance of underutilized land, proximity to regional job centers, and growing interest from industrial and retail developers create an ideal environment for attracting new businesses, expanding the housing supply, and activating commercial corridors.

Established Downtown—Banning, with its established theater, retail buildings, and proximity to City Hall, presents a unique opportunity to build and expand a walkable, mixed-use hub. It can include the arts, dining, and local services for both residents and tourism, especially through the implementation of the Downtown Revitalization and Complete Streets plans. City-owned land downtown also provides a significant opportunity to drive economic and community revitalization through targeted investment and public-private partnerships.

Regional Access—Banning's strategic location along the I-10 corridor between major Southern California markets makes it highly attractive for logistics, commercial, mixed-use, and residential development.

Higher Education—A significant internal asset is the presence of Mt. San Jacinto Community College's Banning campus, which offers career training and educational programs that align with regional workforce needs and creates strong potential for talent development partnerships. The College offers an opportunity to serve as a partner on workforce development, career pipelines, and entrepreneurship support.

Threats

Regional Competition—For jobs, investment, and housing is a challenge without local stability and staff continuity. Additionally, nearby cities may offer more aggressive incentive programs or more fully developed commercial environments to attract growth.

Infrastructure—Potential limitations such as traffic congestion, long-term water supply, and utility capacity may require substantial investment to accommodate future long-term growth.

Outside Agency ROW/Land—Coordination with Caltrans and UPRR on necessary improvements for growth has proven to delay development and public projects.

Housing Affordability and Homelessness—Housing affordability, while currently a strength, may become a concern as demand increases, raising risks of additional strain on resources and impacts the City's ability to attract growth and retain businesses.

POSSIBLE PRIORITY 1 INITIATIVE

Streamline Permitting, Business Licensing, and Customer Service Systems— Modernize and integrate permitting, licensing, and tracking systems to reduce processing times, improve responsiveness, and enhance transparency. This requires a thorough assessment of current systems and identify gaps or outdated features. It will facilitate establishing performance benchmarks, customer service standards and better data to make decisions.

POSSIBLE PRIORITY 2 INITIATIVE (policy)

Enhance Staffing Capacity, Stability, and Institutional Knowledge Retention—We need to break the turnover trend by developing retention strategies with the help of HR. And when inevitable turnover occurs, we need a transition plan to manage the potential loss of corporate memory.

POSSIBLE PRIORITY 3 INITIATIVE

Explore and Implement Surge Capacity—We need to assess the potential for temporary and part-time staff or contracts with firms to support peak periods and reduce potential for burnout and turnover.

POSSIBLE PRIORITY 4 INITIATIVE (policy)

Inventory and Then Sell or Activate Underutilized Land in Downtown—In conjunction with a new Economic Development Plan (see City Manager's Office Goal 4), inventory and seek ways to encourage development in the downtown core. This may include targeted incentives and collaboration with regional partners and developers. This will also require an active outreach program to City residents.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Art Vela, Interim City Manager**
PREPARED BY:	**Art Vela, Interim City Manager**
MEETING DATE:	**February 24, 2026**
SUBJECT:	**Discussion and Direction regarding potential modifications to the City of Banning Manual of Procedural Guidelines including, but not limited to, Section 10.3, 10.6, and 12.2**

RECOMMENDATION:

Discussion and direction regarding potential modifications to the City of Banning Manual of Procedural Guidelines including, but not limited to, Section 10.3, 10.6, and 12.2.

BACKGROUND:

On December 9, 2025, under items for future agendas, Council Member Flynn requested a future agenda item to consider modifications to the City of Banning Manual of Procedural Guidelines ("Manual") including section 10.3 related to how votes to abstain are counted.

Council Member Flynn expressed a desire to make the Manual consistent with how Rosenburg's Rules of Order ("Rosenburg's") counts votes to abstain when counting the votes of those present. Under Rosenburg's when counting the votes of those present a vote to abstain is counted as a "no" vote.

If the direction from the City Council is to modify the rules to reflect this change section 10.3 and 10.6 will be updated as directed. In addition, staff is seeking direction from the City Council to determine if there are additional modifications being proposed at this time. For example, section 12.2 of the Manual provides as follows:

12.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, **provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the City. Such notice shall identify the section or sections of the Manual proposed to be amended.**

If there is further direction from the City Council to modify additional sections of the Manual, all modifications will be brought back for final action by the City Council at a future meeting.

JUSTIFICATION:

This item requires discussion and direction regarding potential modifications to the City of Banning Manual of Procedural Guidelines.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

1. Direct staff to make no changes to the Manual.
2. Direct staff to make modifications to the Manual and bring back a resolution and updated Manual that reflects the modification directed by the City Council.
3. Provide alternative direction for staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Banning Procedural Manual.Revised.Final.pn.docx

CITY OF BANNING
MANUAL OF PROCEDURAL GUIDELINES

Adopted October 23, 2012, by City Council Resolution 2012-83
Amended April 23, 2013, by City Council Resolution 2013-48
Amended November 12, 2013, by City Council Resolution 2013-103
Amended May 26, 2020, by City Council Resolution 2020-67
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ARTICLE 1 – SCOPE OF MANUAL

ARTICLE 1 – SCOPE OF MANUAL

1.1 Application of Rules

This Manual (the "Manual") shall establish the procedures for the conduct of all meetings of Banning's City Council, Successor Agency to the Banning Community Redevelopment Agency, Housing Authority, Utility Authority, Financing Authority and other constituent governing bodies, and commissions including, but not limited to, the Planning Commission, Parks and Recreation Commission, Youth Council, Historic Preservation Commission, and Budget and Finance Committee.

For avoidance of doubt, this Manual shall apply to all City bodies subject to the Brown Act, including all standing committees and commissions established by the City Council.

This Manual rescinds and supersedes all prior City Council resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- City of Banning Resolution No. 2023-34;
- City of Banning Resolution No. 2020-67;
- City of Banning Resolution No. 2013-103;
- City of Banning Resolution No. 2013-48;
- City of Banning Resolution No. 2012-83
- City of Banning Resolution No. 2004-43;
- City of Banning Resolution No. 2003-06;
- City of Banning Resolution No. 2000-41;
- City of Banning Resolution No. 1999-31;
- Banning CRA Resolution No. 2010-13; and
- Banning CRA Resolution No. 1990-04.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

Agenda	The document that outlines topics to be discussed during a meeting.
Staff Report	A document prepared by City Staff containing information and a recommendation about certain action(s) by the Legislative Body.
Agenda Packet	The agenda with accompanying staff reports for each agenda item.

Legislative Body	Any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Banning that is subject to the Brown Act (Government Code § 54950 *et seq.*). This includes the Banning City Council, Banning Successor Agency to the former Redevelopment Agency, Banning Housing Authority Board, Banning Utility Authority, Banning Financing Authority, Planning Commission, Parks and Recreation Commission, Youth Council, Historic Preservation Commission, and Budget and Finance Committee, and any standing committee subject to the Brown Act. The term "Legislative Body" does not include Non-Governing Bodies, as defined below.
Presiding Officer	The Chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chair of any Commission.
Vice Chair	The vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tem in the case of the City Council, the Vice Chairperson in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority, and the Vice Chairperson of any Commission.
Clerk/Secretary	The person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk, and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the Administrative City Clerk in the case of the City and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.
General Counsel	The legal advisor to the Legislative Body, such as the City Attorney in the case of a City Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority.
City Manager	The Chief Executive Officer of the City, the Successor Agency to the former Redevelopment Agency, Housing Authority, Financing Authority and Banning Utility Authority. The City Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the City Manager can designate appropriate staff to serve as the Clerk/Secretary to any Commission of the City.

Non-Governing Bodies	Wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.
Sub-Legislative Bodies	Such advisory committees which are subject to the Brown Act but are not "governing" Legislative Bodies.
Adjourned Meeting	A meeting that is the continuation of a regular or special meeting which deals with unfinished business of the regular or special meeting.

These rules and procedures are enacted pursuant to authority granted by Government Code Sections 36813 and 54954. The purpose of this Manual is to provide procedures for Legislative Bodies that are consistent with the Brown Act and also to establish procedures that are convenient for the public and contribute to the orderly conduct of any Legislative Body's business. The procedures herein are in addition to, and not in place of, Rosenberg's Rules of Order, attached hereto as Exhibit "A," and any applicable ordinances and statutes. Rosenberg's Rules of Order are to be used as a guideline for the Legislative Body and such use is not intended to be rigidly binding and only serves as a recommendation. Rosenberg's Rules of Order are intended to provide for constructive and efficient conduct of meetings. In the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter. If there is any conflict between Rosenberg's Rules of Order and this Manual, the provisions of this Manual shall govern.

ARTICLE 2 – MEETINGS

ARTICLE 2 – MEETINGS

2.1 General Guidelines for Conduct of Board Meetings – Rosenberg's Rules of Order

All noticed meetings of Brown Act bodies are conducted using Rosenberg's Rules of Order as a procedural guideline. Rosenberg's Rules of Order are intended to provide for constructive and efficient conduct of meetings.

2.2 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to a specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the second and fourth Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, California 92220, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or in the notice or call of any special meeting. In the event the day of a meeting shall be a legal holiday, said meeting shall be held on the next business day.

2.3 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means or method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.4 Special Emergency Meetings

A special emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any special emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

2.5 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time and may compel the attendance of absent members. Except for City Council, any member who fails to attend any of the meetings of the Legislative Body for 60 consecutive days, unless such absences are excused, shall surrender the office, and be deemed to have surrendered the office. An absence is "excused" in non-emergency circumstances if the member provides the Clerk/Secretary with at least forty-eight (48) hours advance written notice of the member's intended absence. In emergency circumstances, which is limited to a physical or family medical emergency that prevents a member from attending a meeting, an absence is

"excused" if the member provides written notice of the member's intended absence as soon as possible prior to the meeting.

2.6 Workshops

The Legislative Body may meet informally in conference or "workshops" regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as special meetings or adjourned meetings, as applicable, and shall be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a workshop, the Legislative Body will not take any action with respect to the matter under review except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE 3 – NOTICE & AGENDA

ARTICLE 3–NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary, or their designee, shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth herein. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to the public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other posted material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary, or their designee, shall post a written notice specifying the time and place of the special meeting and the business to be transacted must be sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth herein.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice is not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular

meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary, or their designee, shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code Section 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

3.5 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Friday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

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 and the Mayor generally have 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 the Chair of the body).

3.6 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code Section 54954.2 and, where applicable, Section 54954.5. Matters may be designated as "New Items" and listed for the sole purpose of determining if they will be on a future agenda.

3.7 Action Items

(a) Items may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

3.8 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article 10, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the General Counsel to prepare are solution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article 10, shall be followed.

3.9 Ordinances (*City Council Only*)

(a) The City Council is the only Legislative Body empowered to amend the Banning Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction of the ordinance and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the Clerk/Secretary with the same formality as resolutions as described above in Section 3.8.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health, and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires a four-fifths vote of the City Council for passage pursuant to Government Code Section 36937.

3.10 Agreements

When any agreement is to be considered by the Legislative Body, the complete agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act (Government Code Sections 7920.000 *et seq.*). The Legislative Body may choose to leave the final form of the contract to the discretion of General Counsel if the Legislative Body has determined the general conditions of the contract.

3.11 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 3.13 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

3.12 Public Comment Period

Pursuant to Government Code Section 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article 6.

3.13 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" exists that is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds (2/3) of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

3.14 Minutes and Recordings

(a) An account of the actions taken in all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare a record of the actions taken by the Legislative Body during open meetings, which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the Minutes may be

made only as to factual accuracy of the actions taken and not as to a change of intent. The Minutes of the meeting shall not be verbatim but rather shall be summary minutes. Only the best and most complete available audio recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim audio record of the meeting is not available.

(b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public in accordance with the Public Records Act. The Legislative Body must provide to the public, without charge, equipment to review the recording.

ARTICLE 4 – CLOSED SESSIONS

ARTICLE 4 – CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. There shall be no closed session during any special emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Council may request the Clerk/Secretary to attend closed session of the Legislative Body and may direct the Clerk/Secretary to enter into a minute book a record of any reportable decisions made at the meeting

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 9.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each Legislative Body member voted.

ARTICLE 5 – ORDER OF BUSINESS

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5.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

1. Call Meeting to Order.
   - Pledge of Allegiance
   - Roll Call
2. Agenda Approval.
3. Presentations.
4. Closed Session Report, if applicable.
5. Public Comments, Correspondence, Appointments, and Reports.
6. Consent Items. (See Section 5.3 below.)
7. Public Hearings.
8. Reports of Officers.
9. Discussion Items.
10. Announcements from Legislative Body Members.
11. Items for Future Agendas (New Items; Existing Items).
12. Adjournment.

5.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

5.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. Matters of a routine or generally uncontested nature and non-controversial may include a matter where the City Manager believes (i) the matter would most likely be unanimously approved by the Legislative Body, or (ii) there is not likely to be public comment on the matter, or (iii) a public presentation of the matter would not be particularly beneficial to the community or public interest. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article 6. Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. Ordinances shall not be

placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

5.4 City Representatives and Advisory Bodies *(City Council Only)*

(a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions, or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the City Council's power to remove appointees pursuant to subsection (c) below.

(b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution, or other formal action, (ii) has a fixed regular meeting schedule, (iii) has continuing subject matter jurisdiction over a non-temporary issue, (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards, or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code, Sections 54970-54974).

iii) Sub-Legislative Bodies, including Non-Governing Bodies, shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the Council.

(c) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the City Council. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the City Council by repeal of the enacting ordinance or resolution.

5.5 Budgets

The City Council shall have the power to approve the City budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditure. With respect to any given expenditure the applicable procedure shall be followed. Adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

5.6 Items from Members, the City Manager, and the City Treasurer

(a) There is a specific item on the agenda - "Announcements from Legislative Body Members" - for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, and for requests by members that staff look into specific matters. Legislative Body members shall report at this time on any conferences, seminars or other events they attended and for which they received compensation or reimbursement from the City. Such report should include the dates of attendance, and a brief description of the subject matter of topics covered at the events. These matters may not be discussed among the Legislative Body members, opined upon, or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 6.2. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as "New Items." Matters are listed under this item pursuant to Section 3.5 where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared. The listing of the matter allows a discussion of whether a staff report should be prepared, or it may be held in the "Existing Items" section of the agenda to keep track of if the City Council determines that a staff report should be prepared for a future agenda.

(c) There is an agenda item referred to as "City Manager's Report." This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

(d) There is an agenda item referred to as "City Treasurer's Report." The City Treasurer shall attend the meetings of the Legislative Body, unless excused. The City Treasurer may report on (i) the activities of the Budget and Finance Committee, and (ii) the duties of the City Treasurer as imposed under State law, except such duties otherwise delegated by the City Council to the City Clerk or the Administrative Services Director.

(e) There is an agenda item referred to as “City Council Committee Reports.” Under this agenda item, City Council members may report on meetings of committees that City Council members are assigned to attend

ARTICLE 6 – PUBLIC COMMENT AND PRESENTATIONS

ARTICLE 6– PUBLIC COMMENT AND PRESENTATIONS

6.1 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value, including activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Banning community, honors, and recognitions for City staff for outstanding service or commitment to the City's mission and goals. **Please Note:** This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

All presentations are to be no more than five minutes in length, including all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Banning City Council Meeting Presentation Policy contained and incorporated as an exhibit to this Manual.

6.2 Public Comment

At the beginning of any Legislative Body meeting, the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "Public Comments" heading. Each speaker will be limited to a maximum of three (3) minutes to provide comments on non-agendized issues. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the Public Comment period or otherwise. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions, or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 6.5 below.

6.3 Time Limitations

The time limit to speak for public comments is five (5) minutes during a noticed public hearing and to provide comments on all other agendized items, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article 7. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article 9 generally, and the Presiding Officer may reasonably reduce the time if there are a significant number of speakers or extend time if he/she finds such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

6.4 Reserved

(a) Additional Procedures for Public Comment on Agenda Items. Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, or both, as determined by the Legislative Body and set forth in the agenda.

(b) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(c) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE 7 – NOTICED PUBLIC HEARINGS

ARTICLE 7– NOTICED PUBLIC HEARINGS

7.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

(b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the statute of limitations to challenge the validity any action taken Legislative Body on such matter.

(d) Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi-adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

7.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or notice of continuance, be continued, or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item, which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time, the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing may be permitted by the Presiding Office to again address the Legislative Body on the item at the renewed hearing, provided the testimony is not redundant.

(c) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believe confusion may be created as to the time of the hearing.

7.3 **Conduct of Hearings**

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers, to limit the total time for testimony, to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

7.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with, applicants, or other persons who will be the subject of a quasi-adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE 8 – MEETING OFFICERS

ARTICLE 8 - MEETING OFFICERS

8.1 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or the public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article 9.

(b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden. The Motion to Appeal the Ruling is governed by the Rosenberg's Rules of Order attached hereto as Exhibit "A".

8.2 Representation of Legislative Body

(a) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

(b) Members of the City Council may use official City letterhead to correspond with other public officials and with consultants, but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No other Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

8.3 Email and Social Media Policy

(a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents.

Members should be aware that all such communications may be subject to the Public Records Act (Government' Code Section 7920.000 *et seq.*). The use of private email accounts for City business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email and social media.

(c) Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

(d) Members of the Legislative Body may engage in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the Legislative Body. A majority of the Legislative Body members shall not use any internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the Legislative Body. A Legislative Body member shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the Legislative Body that is made, posted, or shared by any other member of the Legislative Body.

8.4 <u>Clerk/Secretary</u>

The Clerk/Secretary, or their deputy, shall attend all meetings of the Legislative Body unless excused and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

8.5 <u>City Manager</u>

(a) The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body but shall have no vote. The City Manager shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body, and may present information relating to matters before the Legislative Body.

(b) The City operates under the city manager form of government (Government Code Section 34851 *et seq.*). The City Manager has the power to: (i) administer the day-to-day affairs of the City; (ii) hire and fire City employees (except the City Attorney); and (iii) perform such other functions as the City Council chooses to authorize by ordinance. The City Manager shall carry out the City Council's policy direction through the day-to-day management of City functions.

8.6 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The General Counsel serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 8.1 above. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form by the General Counsel. Agreements may be approved as to form by the General Counsel when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The General Counsel is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence, any discussion with the General Counsel which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the General Counsel. The General Counsel shall not have an attorney-client relationship with individual Council members. The General Counsel is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision-making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[City Council Only]*. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These "friend of the court" or "amicus" briefs have the effect of informing the court how widespread will be its opinion and how that opinion will affect cities. Such participation is

normally without direct cost to the City. In considering whether to direct General Counsel to file an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City- related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety.

i) Upon receipt of the request, the General Counsel shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or General Counsel who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The General Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (i) in the opinion of General Counsel the legal matter significantly affects the interests of the City, (ii) the General Counsel has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed $5,000, and (iv) the General Counsel makes a written report of the action to the Legislative Body.

iii) Approval given to the General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

8.7 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where abstention from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forth the reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations, and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely

during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

8.8 Reserved

8.9 No Financial Interest in Agreements

A member of a Legislative Body shall not have a financial interest in an agreement within the meaning of (Government Code Section 1090 *et seq.*) made in their official capacity. An agreement in which a Legislative Body member has a financial interest shall be null and void whether the member participates in the making of the contract or not, unless a remote or non-interest exception applies under Government Code Sections 1091 or 1091.5.

8.10 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

8.11 Confidential Information

No Legislative Body member may disclose confidential information to any unauthorized person. A violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 9.5 herein.

ARTICLE 9 – DECORUM AND ORDER

ARTICLE 9– DECORUM AND ORDER

9.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate.

(b) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raised by another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities, which disrupt, disturb, or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communications during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the

rules of decorum herein.

(j) No Legislative Body member attending a meeting of another Legislative Body shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 9.5.

9.2 <u>Decorum and Order – Employees</u>

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to any individual Legislative Body member or member of the public.

(b) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, General Counsel, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

9.3 <u>Decorum and Order – Public</u>

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual Legislative Body member, staff member or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to actually cause disruption to the conduct of the meeting may be removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at-arms to remove such offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on

appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

9.4 <u>Enforcement of Decorum</u>

(a) The Banning Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrest or both for conduct actually disrupting to the Legislative Body proceedings. Such person may be barred from further participation in the meeting.

(b) Generally, if the Presiding Officer intends to eject a person for disruption of a meeting, a public warning should be issued. Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet, whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb, or otherwise impede the Legislative Body proceedings
- Interrupting speakers or speaking when not recognized
- Calling members of the audience names or threatening them
- Extended discussion of matters beyond the jurisdiction of the Legislative Body
- Physical threats to any person
- Shouting into the microphone
- Dumping objects on the floor of the chamber where the proceeding is held for symbolic or other reasons.
- Speaking beyond the time limits
- Being unduly repetitious

(c) Examples of non-disruptive conduct include:

- Silent gestures by members of the audience, such as a thumbs up or thumbs down that are not otherwise disruptive of the meeting.
- Catcalls or booing during a time allowed for applause that does not otherwise disrupt the meeting.
- Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate this Manual and does not disrupt the meeting.

(d) As set forth in Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully

interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

9.5 <u>Censure of Legislative Body Members</u>

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance, or resolution of the City of Banning. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

(i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.

(ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member with a copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten (10) days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place, and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all

other Legislative Body persons.

(iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring ten (10) days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

(i) The hearing shall be conducted in an open session by the Presiding Officer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct the proceedings.

(ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.

(iii) Passage of the motion for censure shall require a majority vote of the members of the Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the 1-year period on the vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of the public record a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body member.

9.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

9.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a

member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned, or impugned.

ARTICLE 10 – PARLIAMENTARY PROCEDURES

ARTICLE 10 – PARLIAMENTARY PROCEDURES

10.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted with the most recently revised edition of Rosenberg's Rules of Order serving as a procedural guideline. In the event of any conflict between Rosenberg's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds (2/3) vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conducted in accordance with Exhibit "A" hereto.

10.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

(b) Except as in Subsection (a) above, otherwise, all votes of the Legislative Body shall be taken by electronic vote. In the event the electronic voting machine is not functioning or otherwise unavailable, vote shall be by roll call vote. The order voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote, the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

10.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

(i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.

(ii) Assessment - Assessments require a two-thirds vote of the whole Council.

(iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.

(iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.

(v) Certain Parliamentary Motions – Motions requiring a supermajority vote are noted in Rosenberg's Rules of Order attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted as a no vote. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

(d) Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or at an adjourned meeting following the meeting at which the action was taken, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney.

- In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken.
- If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements.

After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

(e) Adjournment

To adjourn a meeting, the Presiding Officer shall ask the Legislative Body members whether there is a consensus to adjourn the meeting. If a Legislative Body member makes a motion to adjourn, and this motion is followed by a second, then the Presiding Officer shall have

the Legislative Body members vote on the adjournment motion. The meeting is adjourned if there is a majority vote of the Legislative Body members on a motion or if there is a consensus to adjourn, at which time the Presiding Officer shall pronounce the time that the meeting is adjourned.

10.4 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

10.5 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

10.6 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote

on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted as a no vote.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

10.7 <u>Appeals by Members of Legislative Body</u>

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo*. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

10.8 <u>Findings and Decisions</u>

Decisions of a Legislative Body, when acting as a quasi-adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions, and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

10.9 <u>Curfew</u>

A 10:00 p.m. curfew is imposed upon City Council meetings. Matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 p.m. except upon a unanimous vote of the Council members present, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue. The City Manager shall arrange the regular order of business on Council agendas to minimize any adverse effects this curfew may have regarding the timely conduct of important City business. This Section 10.9 shall supersede Resolution No. 2016-44.

ARTICLE 11 — PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

ARTICLE 11- PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

11.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of Section 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of Sections 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

11.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than 72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda and may consider it at that meeting pursuant to Article 3 Section 13, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action.

11.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other evidence of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

ARTICLE 12 – MISCELLANEOUS

ARTICLE 12 – MISCELLANEOUS

12.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated, or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

12.2 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Government' Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

EXHIBIT A

(ROSENBERG'S RULES OF ORDER)

Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

MISSION and CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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About the Author

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order.*

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move … "

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion,** for example, "A motion at this time would be in order."
2. **Suggesting a motion to the members of the body,** "A motion would be in order that we give a 10-day notice in the future for all our meetings."
3. **Making the motion.** As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed,* the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion can contain a specific time in which the item can come back to the body. "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, "I move the previous question" or "I move the question" or "I call the question" or sometimes someone simply shouts out "question." As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a "request" rather than as a formal motion. The chair can simply inquire of the body, "any further discussion?" If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the "question" as a formal motion, and proceed to it.

When a member of the body makes such a motion ("I move the previous question"), the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

Note: A motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a ***motion to object to consideration of an item.*** This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," or "I move the question," or "I call the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it's pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the "no" votes and double that count to determine how many "yes" votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote "no" then the "yes" vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote "abstain" or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of "those present" then you treat abstentions one way. However, if the rules of the body say that you count the votes of those "present and voting," then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are "present and voting."

Accordingly, under the "present and voting" system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are "present"), but you treat the abstention votes on the motion as if they did not exist (they are not "voting"). On the other hand, if the rules of the body specifically say that you count votes of those "present" then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like "no" votes.

How does this work in practice?
Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are "present and voting." If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three "yes," one "no" and one "abstain" also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members "present." Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a "no" vote. Accordingly, if the votes were three "yes," one "no" and one "abstain," then the motion fails. The abstention in this case is treated like a "no" vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an "abstention" vote? Any time a member votes "abstain" or says, "I abstain," that is an abstention. However, if a member votes "present" that is also treated as an abstention (the member is essentially saying, "Count me for purposes of a quorum, but my vote on the issue is abstain.") In fact, any manifestation of intention not to vote either "yes" or "no" on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote "absent" or "count me as absent?" Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually "absent." That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

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EXHIBIT B

BANNING CITY COUNCIL MEETING PRESENTATION POLICY

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value including:

- Activities, events, and infrastructure projects relating to the City.
- Honors and celebrations for organizations, corporations and residents related to Banning.
- Honors and celebrations for organizations, corporations and resident which reflect their service to the Banning community.
- Honors and recognitions for City staff for outstanding service or commitment to the City's mission and goals.
- Please note this is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

Presentation Length
All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

Presentation Schedule
City Council begins at 5:00 p.m. with an invocation and pledge to the American flag followed by presentations. All honorees or groups are to arrive no later than 4:45 p.m.

Presentation Location
Presentations take place in the Council Chambers inside Banning City Hall located at 99 E. Ramsey Street. Parking is available in the Police Department parking lot located at 125 E. Ramsey Street (just off Hays Street) adjacent to the Council Chambers, or in the City Hall parking lot located at the corner of Hays and San Gorgonio.

Presentation Technical Support
The City has the capability to display PowerPoint (or equivalent) during the presentation. If a PowerPoint is to be used during the presentation:

- The PowerPoint is to be no more than 10 slides with limited text; and
- To be submitted to the City Clerk's Office no later than the Thursday prior to the scheduled Tuesday City Council meeting (2nd and 4th Tuesdays of the month).
    - PowerPoints are subject to editing for appropriateness.
    - PowerPoints which do not meet these standards will not be used.

EXHIBIT C
ROSENBERG'S RULES OF ORDER
CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn" (Only needed prior to the end of the agenda)	No	Yes	No	No	Majority
Recess/intermission	"I move that we recess until…"	No	Yes	No	Yes	Majority
Complaint about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Motion to table	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question" or "Call the question"	No	Yes	No	No	2/3
Introduce a motion	"I move that…" or "I move to…"	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by…" (You can also ask for a friendly amendment, which is less formal; if mover and second concur, no vote needed)	No	Yes	Yes	Yes	Majority
Refer to a committee	"I move that the question be referred to a committee for more study"	No	Yes	Yes	Yes	Majority
Motion to Limit or Extend Debate	"I move to limit debate to _ minutes per speaker" or "I move to extend debate by _ minutes"	No	Yes	No	Yes	2/3
Motion to Withdraw a Motion	"I withdraw the motion."	Yes	No	No	No	None

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to…" (Only a member of the prevailing side can make a motion to reconsider)	Yes	Yes	Yes	No	Majority
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

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State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
http://www.wildlife.ca.gov

***GAVIN NEWSOM**, Governor*
***VALERIE TERMINI**, Acting Director*

January 27, 2026

Nate Smith, P.E., Deputy Director of Public Works/City Engineer
City of Banning Public Works Department
99 E. Ramsey Street
Banning, CA 92220

Re: Incidental Take Permit Application for Sun Lakes Boulevard Extension Project (2081-2025-079-06)

Dear Nate Smith:

On December 23, 2025, the Department of Fish and Wildlife (CDFW) received your Incidental Take Permit Application and on December 24, 2025, the appropriate application fee. CDFW received your request for authorization, pursuant to Fish and Game Code section 2081(b), to incidentally take[1] Crotch's bumble bee (*Bombus crotchii*), a species designated as a candidate pursuant to the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.). **The above-referenced application was deemed complete on January 23, 2026**.

CDFW has 90 days from the date the application is accepted as complete to finalize the Permit, in accordance with the California Code of Regulations, Title 14, Section 783.5. CDFW cannot finalize the Permit until CDFW has received your certified California Environmental Quality Act (CEQA) document along with the Findings, Notice of Determination, and a copy of proof of payment for the environmental filing fee. If you have any questions, please contact Enola Fulgencio, Environmental Scientist, at Enola.Fulgencio@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Heidi Calvert
CAEE4779B63E4A3...
Heidi Calvert, Regional Manager
Inland Deserts Region

cc: CESA Permitting Program
Habitat Conservation Planning Branch
Department of Fish and Wildlife
CESA@wildlife.ca.gov

[1] Pursuant to Fish and Game Code section 86, "'Take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 (for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' … means to catch, capture or kill").

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NewGen Strategies & Solutions

225 Union Boulevard
Suite 450
Lakewood, CO 80228
Phone: (720) 633-9514

December 12, 2025
via email

Art Vela
City Manager
City of Banning
99 East Ramsey Street
Banning, CA 92220

Subject: Electric Utility Rate Review Services – 2026

Dear Art:

We hope that all is well with you and your colleagues at the City of Banning (the City). As requested, NewGen Strategies and Solutions, LLC (NewGen) is pleased to submit our scope of services and price proposal to provide rate review services for the City and Banning Electric Utility (BEU). We appreciate the opportunity to continue supporting the City's commitment to financially sound utility operations and fair, well-supported retail rate structures.

The intent of the rate review services is to provide an independent assessment of the impact of the recent electric retail rate changes implemented by the City. This assessment will include reviewing existing fund balances, billing determinants, and retail rate revenues collected to date compared to estimated projects developed for the 2025 Electric Cost of Service (COS) and Rate Design Study (Study). Additionally, NewGen will evaluate and prepare projected annual estimates for the City's fund balances, billing determinants, and retail revenues based on the data provided by the City. This information will be combined with data provided by the City regarding its existing and projected operating expenses, existing and projected debt issues, changes in reserve balances, and other revenue-related data. NewGen will provide the City with revised financial projections that will include an assessment of how, or if, the City is projected to meet its applicable financial metrics (see Scope of Proposed Services in Attachment A).

NewGen will conduct this assessment on a time-and-materials basis with our existing hourly rates and reasonable travel-related expenses for a not-to-exceed estimated budget of $30,000.

As always, we appreciate the opportunity to continue to be of service to you and the City. If you have any questions regarding this letter or need additional information, please contact me directly at (720) 259-1762 or via email at sburnham@newgenstrategies.net.

Sincerely,
NewGen Strategies and Solutions, LLC

DocuSigned by:
B7FBFC962DA6432...
Scott Burnham
Partner

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Attachment A
Electric Utility Rate Review Services – 2026

Scope of Proposed Services

NewGen Strategies and Solutions, LLC (NewGen) will perform the following tasks as part of the Electric Utility Rate Review Services – 2026 (Services) for Banning Electric Utility (BEU):

- Review individual and collective reserve fund account balances to assess adequacy, targets, and trends.
- Analyze actual and projected billing determinants for retail rates by customer class.
- Evaluate actual and projected retail rate revenues by class, including consistency with system costs.
- Review operating expenses incurred to date and estimate expenses for the remainder of the year.
- Review capital improvement expenses incurred to date and estimate remaining fiscal year (FY) capital expenditures.
- Assess existing and projected debt issues, as applicable, and reflect debt impacts in long-range planning.
- Update long-range (for the five upcoming FYs) projections for reserves, revenues, and expenses, including an updated financial forecast analysis.
- Compare existing retail rates by class to the test year cost of service (COS) analysis to identify alignment or gaps.
- Develop recommendations for potential rate changes, as necessary, to support cost recovery and policy goals.
- Provide a letter report summarizing analysis, methodology, and findings, along with a presentation to City of Banning (City) staff and/or Council if requested.

Price Proposal

NewGen will conduct this assessment on a time-and-materials basis with our existing hourly rates and reasonable travel-related expenses for a not-to-exceed estimated budget of $30,000. Assistance provided to the City will be performed at the direction of the City staff. As services are requested and performed, NewGen proposes to invoice the City on a monthly basis for actual hours worked at our then-applicable hourly billing rates.

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NewGen's hourly billing rates, effective January 1, 2026, through December 31, 2026, are as follows:

NewGen Strategies and Solutions, LLC
2026 Billing Rates

Position	Hourly Billing Rate
Partner	$305 – $455
Principal	$295 – $455
Senior Manager	$250 – $295
Manager	$220 – $250
Senior Consultant	$200 – $220
Consultant	$185 – $200
Administrative Services	$145

Note: Billing rates are subject to change based on annual reviews and salary increases.