



**Western Riverside Council of Governments  
WRCOG Executive Committee**

**REVISED AGENDA**

**Monday, August 5, 2024  
2:00 PM**

**Western Riverside Council of Governments  
County of Riverside Administrative Center  
4080 Lemon Street, 1st Floor, Board Chambers  
Riverside, CA 92501**

**Remote Location:**

**French Valley Airport Conference Room  
37600 Sky Canyon Road  
Murrieta, CA 92563**

**Committee members are asked to attend this meeting in person unless remote accommodations have previously been requested and noted on the agenda. The below Zoom link is provided for the convenience of members of the public, presenters, and support staff.**

**[Public Zoom Link](#)**

**Meeting ID: 893 7088 6219  
Passcode: 20242024**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Executive Committee meeting, please contact WRCOG at (951) 405-6706. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for

inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 200, Riverside, CA, 92501.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to [lfelix@wrcog.us](mailto:lfelix@wrcog.us).

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Lucy Felix at least 72 hours prior to the meeting at (951) 405-6706 or [lfelix@wrcog.us](mailto:lfelix@wrcog.us). Later requests will be accommodated to the extent feasible.

The Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

**1. CALL TO ORDER (Rita Rogers, Chair)**

**2. PLEDGE OF ALLEGIANCE**

**3. WRCOG SPECIAL RECOGNITION**

**A. Government Finance Officer's Association Award Recognition**

**Requested Action(s):** 1. Receive and file.

**4. ROLL CALL**

**5. PUBLIC COMMENTS**

At this time members of the public can address the Committee regarding any items within the subject matter jurisdiction of the Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Committee in writing and only pertinent points presented orally.

**6. CONSENT CALENDAR**

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Committee request specific items be removed from the Consent Calendar.

**A. Action Minutes from the June 21, 2024, Joint Meeting of the Executive Committee and Supporting Foundation**

**Requested Action(s):** 1. Approve the Action Minutes from the June 21, 2024, joint meeting of the WRCOG Executive Committee and Supporting Foundation.

**B. Fiscal Department Activities Update and Budget Amendment**

**Requested Action(s):** 1. Approve the Fiscal Year 2023/2024 Budget Amendment.

**C. WRCOG Committees and Agency Activities Update**

**Requested Action(s):** 1. Receive and file.

**D. Report out of WRCOG Representatives on Various Committees**

**Requested Action(s):** 1. Receive and file.

**E. TUMF Program Activities Update: Approval of One TUMF Credit Agreement**

- Requested Action(s):**
1. Authorize the Executive Director to execute a TUMF Credit Agreement between WRCOG, the City of Temecula, and SB Altair, LLC, for the construction of Western Bypass Road from Rancho California Road to SR-79 (1.48 miles) and the construction of the Western Bypass Bridge with a maximum credit of \$32,935,000.

**F. I-REN Monthly Activities Update**

- Requested Action(s):**
1. Receive and file.

**G. PACE Programs Activities Update: Purchase and Sale Agreement with First National Assets**

- Requested Action(s):**
1. Adopt Resolution Number 24-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.
  2. Authorize the Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

**7. REPORTS / DISCUSSION**

Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion.

**A. Increase Maximum Bond Authorization for Greenworks / Nuveen C-PACE Program**

- Requested Action(s):**
1. Adopt Resolution Number 25-24, A Resolution of the Executive Committee of the Western Riverside Council of Governments increasing maximum bond authorization for the Greenworks PACE Program and making certain required disclosures.

**B. Activities Update from the Eastern Municipal Water District & Western Water**

- Requested Action(s):**
1. Receive and file.

**8. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR**

Clara Miramontes, City of Perris

**9. REPORT FROM COMMITTEE REPRESENTATIVES**

*CALCOG, Brian Tisdale  
SANDAG Borders Committee, Crystal Ruiz  
SAWPA OWOW Steering Committee, Wes Speake  
SCAG Regional Council and Policy Committee Representatives  
WRCOG Ad Hoc Committees - **Advocacy Ad Hoc Committee Report**  
I-REN Executive Committee*

**10. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR**

Rita Rogers, City of Perris

**11. REPORT FROM THE EXECUTIVE DIRECTOR**

Dr. Kurt Wilson

Access the report [here](#).

**12. ITEMS FOR FUTURE AGENDAS**

Members are invited to suggest additional items to be brought forward for discussion at future Committee meetings.

**13. GENERAL ANNOUNCEMENTS**

Members are invited to announce items / activities which may be of general interest to the Committee.

**14. NEXT MEETING**

The next Executive Committee meeting is scheduled for Monday, September 9, 2024, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

**15. CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9)

1. Fabian v. Western Riverside Council of Governments, San Diego County Superior Court, Case No. 37-2018-00023808-CU-BT-NC
2. Andrade v. Western Riverside Council of Governments, San Diego County Superior Court, Case No. 37-2019-00052111-CU-BT-NC
3. [Zuniga v. Western Riverside Council of Governments, et al., San Diego Superior Court, Case No. 37-2021-00007702-CU-MC-NC](#)

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 potential Case

**16. ADJOURNMENT**



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** Government Finance Officer's Association Award Recognition  
**Contact:** Dr. Kurt Wilson, Executive Director, [kwilson@wrcog.us](mailto:kwilson@wrcog.us), (951) 405-6701  
Andrew Ruiz, Chief Financial Officer, [aruiz@wrcog.us](mailto:aruiz@wrcog.us), (951) 405-6741  
**Date:** August 5, 2024

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### **Recommended Action(s):**

1. Receive and file.

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### **Summary:**

WRCOG has received the Government Finance Officer's Association (GFOA) award for its 10th consecutive year for the Fiscal Year 2021/2022 reporting period.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to recognize WRCOG for receiving the Government Finance Officer's Association (GFOA) award. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

### **Discussion:**

### **Background**

WRCOG has received the GFOA award for the Fiscal Year 2021/2022 reporting period.

The GFOA established a Certificate of Achievement for Excellence in Financial Reporting Program in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The goal of the program is not to assess the financial health of participating governments, but rather to ensure that users of their financial statements have the information they need to do so themselves.

### **Present Situation**

WRCOG has received the GFOA award for its 10th consecutive year for the Fiscal Year 2021/2022

reporting period. WRCOG has also applied for the Fiscal Year 2022/2023 award and anticipates a decision and notification in the coming months.

**Prior Action(s):**

None.

**Financial Summary:**

This item is for informational purposes only; therefore, there is no fiscal impact.

**Attachment(s):**

None.

# WRCOG Executive Committee

## Action Minutes

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### 1. CALL TO ORDER

The joint meeting of the WRCOG Executive Committee and Supporting Foundation was called to order by Chair Rita Rogers at 10:00 a.m. on June 21, 2024, at the Pechanga Resort Casino, Eagle's View Ballroom, Temecula, CA 92592.

### 2. PLEDGE OF ALLEGIANCE

Chair Rogers led the Committee members and guests in the Pledge of Allegiance.

### 3. ROLL CALL

- City of Banning - Sheri Flynn
- City of Beaumont - Mike Lara
- City of Calimesa - Wendy Hewitt
- City of Canyon Lake - Mark Terry
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Jackie Peterson
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Lesa Sobek
- City of Moreno Valley - Elena Baca-Santa Cruz
- City of Murrieta - Ron Holliday
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of Riverside - Clarissa Cervantes
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Zak Schwank
- City of Wildomar - Joseph Morabito
- County, District 1 - Kevin Jeffries
- County, District 2 - Karen Spiegel
- County, District 3 - Chuck Washington
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Water - Brenda Dennstedt

\* Arrived after Roll Call

Absent:

- County, District 5
- Riverside Co. Superintendent of Schools

**4. PUBLIC COMMENTS**

There were no public comments.

**5. CONSENT CALENDAR**

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED</b>
<b>MOVER:</b>	District 3
<b>SECONDER:</b>	San Jacinto
<b>AYES:</b>	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 2, District 3, EMWD, Western Water

**A. Action Minutes from the June 3, 2024, WRCOG Executive Committee Meeting**

**Action:**

1. Approved the Action Minutes from the June 3, 2024, WRCOG Executive Committee meeting.

**B. Approval of General Assembly and Executive Committee Meeting Schedules for 2025**

**Action:**

1. Approved the schedule of General Assembly and Executive Committee meetings for 2025.

**C. TUMF Program Activities Update: Approval of One TUMF Credit Agreement and One TUMF Reimbursement Agreement Amendment**

**Action:**

1. Authorized the Executive Director to execute a TUMF Credit Agreement between WRCOG, the City of Lake Elsinore, and Zairey, Inc., for improvements to Grand Avenue, 1,500 linear feet of improvements by adding two lanes, curb and gutter, and traffic signal improvements from Macy Street to Highway 74.
2. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Planning, Engineering, and Construction Phases of the Temescal Canyon Road Widening Project in an amount not to exceed \$6,455,311.

**D. Approval of the 2024 TUMF Northwest, Hemet / San Jacinto, and Pass Zones' 5-Year Transportation Improvement Programs**

**Action:**

1. Approved the 2024 TUMF Northwest Zone 5-Year Transportation Improvement Program.
2. Approved the 2024 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.
3. Approved the 2024 TUMF Pass Zone 5-Year Transportation Improvement Program.

**E. Fiscal Year 2022/2023 Annual Comprehensive Financial Report**

**Action:**

1. Received and filed.

**F. Approval of MOU with SCAG for the Regional Early Action Planning Grant (REAP) Subregional Partnership (SRP) Program 2.0 for Reimbursement**

**Action:**

1. Authorized the Executive Director to execute the MOU, substantially as to form, with SCAG for the Regional Early Action Planning grant (REAP) Subregional Partnership (SRP) 2.0 Program reimbursement.

**G. Modification of Program Reports Related to the Direct Capital Providers Program**

**Action:**

1. Adopted Resolution Number 23-24, A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing the amendment of the Program Reports for the WRCOG Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program to allow for the financing of certain commercial programs with a transaction size of less than two million dollars in connection with WRCOG's Direct Capital Providers Program.

**6. REPORTS / DISCUSSION**

**A. State Government Updates from State Controller Malia Cohen**

**Action:**

1. Received and filed.

**B. WRCOG General Assembly & Leadership Address and Speaker Discussion for GA 2025.**

**Action:**

1. Reflected on the 33rd General Assembly event and discuss the 34th General Assembly event, including the process and selection of a speaker.

**7. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR**

Chair Rogers thanked staff for their hard work in putting together a great event, and looks forward to the coming year as Chair of the WRCOG Executive Committee.

**8. REPORT FROM THE EXECUTIVE DIRECTOR**

Dr. Kurt Wilson had nothing to report.

**9. ITEMS FOR FUTURE AGENDAS**

There were no items for future agendas.

**10. GENERAL ANNOUNCEMENTS**

Committee member Chuck Washington was honored to announce that the LA28 Olympic Equestrian events will be held in the City of Temecula at Galloway Downs.

#### **11. NEXT MEETING**

The next Joint WRCOG Executive Committee and Supporting Foundation meeting has yet to be scheduled.

The Executive Committee is dark for the month of July. The next Executive Committee meeting is scheduled for Monday, August 5, 2024, at 2:00 p.m., at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

#### **12. ADJOURNMENT**

The meeting was adjourned at 11:01 a.m.



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** Fiscal Department Activities Update and Budget Amendment  
**Contact:** Andrew Ruiz, Chief Financial Officer, [aruiz@wrcog.us](mailto:aruiz@wrcog.us), (951) 405-6741  
**Date:** August 5, 2024

### **Recommended Action(s):**

1. Approve the Fiscal Year 2023/2024 Budget Amendment.

### **Summary:**

The Finance Department is currently working through its year-end close, which includes analyzing all of its accounts, accruing revenues and expenditures, and preparing year-end schedules in preparation for the annual audit. A budget amendment is requested in this item, related to an approved settlement offer and legal costs in the HERO Program. The Finance Department has completed the annual audit and has issued its Annual Comprehensive Financial Report. WRCOG has also finalized its Fiscal Year 2024/2025 budget.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to provide information regarding Finance Department activities. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

### **Discussion:**

### **Background**

The Finance Department provides regular updates to WRCOG Committees regarding the financial status of WRCOG and also provides summaries of on-going activities that might be of interest to member agencies. The financial reports document Agency revenues and expenditures through the current fiscal year, as reported by various programs, funds, and other administrative divisions. On-going activities include the preparation of the Agency audit, budget amendments, and preparation of the WRCOG budget for consideration and approval by WRCOG Committees.

### **Present Situation**

**Fiscal Year 2023/2024 Year-End Close:** WRCOG staff are currently preparing for the Fiscal Year 2023/2024 year-end close, which includes preparing for the interim audit, analyzing all of its accounts,

and performing revenue and expenditure accruals. Staff anticipates closing the Agency's books by September and begin the audit in October.

### **Financial Documents**

All of WRCOG's most recent financial statements, budget, monthly financials, amendments, etc., are located on the Agency's Fiscal Department's webpage [here](#).

### **Fiscal Year 2023/2024 Budget Amendment**

The Executive Committee recently authorized settlements related to the HERO Program; however, a budget amendment is being proposed to increase the budget by \$341k. The proposed amendment increases the available funds in an amount sufficient to carry out the Committee's prior action. There is no offset to the increased expenditures; therefore, it will increase the overall Program's budget. The HERO Program operates under WRCOG's General Fund (Fund 110), so the proposed amendment will draw down from the assigned fund balance for the Program.

Legal costs related to the HERO Program will have exceeded its budgeted amount by approximately \$6k through the June billing period once processed. There is no offset to the increased expenditures; therefore, it will increase the overall Program's budget.

### **Prior Action(s):**

None.

### **Financial Summary:**

Finance Department activities are included in the Agency's adopted Fiscal Year 2023/2024 Budget under the Finance Department under Fund 110.

The budget amendment will create a net increase in expenditures in the HERO Program (5000) under the General Fund (110) by \$348,066, which will increase the total Program's budgeted deficit to \$866,835 for the Fiscal Year. The Fiscal Year 2023/2024 starting assigned fund balance specific to the HERO Program in the General Fund is approximately \$431,848. Additionally, the Fiscal Year 2024/2025 budget has a fund balance transfer to the HERO program of \$315,564. Additional funds required to cover the expenditure increase will draw down from the unassigned fund balance of the General Fund.

### **Attachment(s):**

[Attachment 1 - HERO FY 23-24 Q4 Budget Amendment](#)

# Attachment

FY 2023/2024 HERO  
Budget Amendment

**HERO Fiscal Year 2023/2024 - As of 06/30/2024 (Preliminary)**

<b>GL Code</b>	<b>Account Description</b>	<b>Actual</b>	<b>Budget</b>	<b>Difference</b>	<b>Amendment</b>	<b>New Budget</b>
60001	Salaries & Wages	\$ 299,436	301,694	\$ 2,259		301,694
61000	Fringe Benefit	138,709	143,160	4,451		143,160
63000	Overhead Allocation	272,311	272,311	-		272,311
65101	Legal	396,928	400,000	3,072	6,418	406,418
73102	Parking Validations	-	50	50		50
73109	Computer Supplies	-	1,000	1,000		1,000
73110	Computer Software	3,330	3,510	180		3,510
73113	Membership Dues	-	250	250		250
73114	Subscriptions	-	1,000	1,000		1,000
73115	Meeting Support Services	-	100	100		100
73116	Postage	114	750	636		750
73204	Cellular Phone	1,017	1,500	483		1,500
73504	Data Processing Support	14,486	21,000	6,514		21,000
73506	Recording Fee	7,612	7,500	(112)		7,500
73601	Seminar/Conferences	-	500	500		500
73611	Mileage Reimbursement	524	817	293		817
73612	Ground Transportation	56	87	31		87
73630	Meals	62	96	34		96
73650	Training	222	500	278		500
73124	Compliance Settlements	450,812	109,164	(341,648)	341,648	450,812
85101	Consulting	16,433	17,780	1,347		17,780
	<b>Total Expenses</b>	<b>\$ 1,612,051</b>	<b>\$ 1,282,769</b>	<b>\$ (329,281)</b>	<b>\$ 348,066</b>	<b>\$ 1,630,835</b>



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** WRCOG Committees and Agency Activities Update  
**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710  
**Date:** August 5, 2024

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### **Recommended Action(s):**

1. Receive and file.
- 

### **Summary:**

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of July 2024.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to inform the Committee of actions and activities from WRCOG standing Committee meetings. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

### **Discussion:**

A summary is provided for the following meeting that occurred in July 2024:

- July 18, 2024 - Technical Advisory Committee

### **Prior Action(s):**

None.

### **Financial Summary:**

This item is for informational purposes only; therefore, there is no fiscal impact.

### **Attachment(s):**

[Attachment 1 - WRCOG Committees Activities Update July 2024](#)



## Western Riverside Council of Governments Technical Advisory Committee Meeting Recap July 18, 2024

*Following is a summary of key items discussed at the last Technical Advisory Committee meeting.*

**Agenda Packet:** <https://wrcog.us/DocumentCenter/View/10311/tac-071824-ap>

**PowerPoint Presentation:** <https://wrcog.us/DocumentCenter/View/10314/tac-ppt-0724>

### **SB 1383 Activities Update**

- The Food Rescue Program had several tasks for this past year: downloading information into the Careit food rescue platform and performed edible food waste generator (EFG) and food rescue organization (FRO) inspections. Additionally, multilingual outreach materials were provided to the participating cities, and a workshop was conducted to train FROs on SB 1383.
- Via Careit, 66 tons of food have been recovered.
- Ongoing inspections and enforcement action are required, with continued outreach materials provided to FROs and EFGs, and a workshop scheduled for September 17, 2024, at 9:00 a.m. via Zoom.

### **REAP 1.0 Final Report**

- WRCOG received a \$1.7M allocation from the REAP grant, which kicked off in 2021 and is set to be completed in December 2024.
- There were many projects, including direct local assistance to cities, toolkits, GIS maps, educational and informational updates, and more, related to housing.
- Another round of REAP funding, REAP 2.0, was anticipated but put on hold in January due to the anticipated state budget deficit. WRCOG is unsure if, when, and how much funding will be received. If funding is obtained, WRCOG will prioritize direct assistance to cities.

### **Regional Streetlight Program Activities Update**

- Staff identified an increase in vandalism incidences near new development and construction areas, and are working with agencies to deter future vandalism. Staff will be seeking feedback from agencies on using an Ameron-equivalent pole from StressCrete due to long lead times with Ameron.
- The City of San Jacinto's LED retrofit project was completed this week. The City of Perris' LED retrofit project is ongoing. Later this year staff will assist the Cities of Hemet, Menifee, and Wildomar, and the JCSD with installing pole tags and potentially some LED retrofits.
- Staff are organizing mid-August meetings with participants of the Regional Streetlight Program, and a late-August workshop for all WRCOG member agencies to provide updates on the Energy Resilience Plan 2.0.

### **Next Meeting**

The next Technical Advisory Committee meeting is scheduled for Thursday, August 15, 2024, at 9:30 a.m. in the WRCOG office at 3390 University Avenue, Riverside.



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** Report out of WRCOG Representatives on Various Committees  
**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710  
**Date:** August 5, 2024

### **Recommended Action(s):**

1. Receive and file.

### **Summary:**

One key function of the Executive Committee is to appoint representatives to various external agencies, groups, and committees on behalf of WRCOG. This Staff Report provides a summary of activities related to appointments for CALCOG, the SANDAG Borders Committee, and the SAWPA OWOW Steering Committee.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item to provide information regarding various external agencies, groups, and committees related to WRCOG where WRCOG has appointed one or more representative(s) to serve as its representative. This item supports WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

### **Discussion:**

#### **CALCOG Board of Directors (Brian Tisdale)**

The CALCOG Board of Directors meeting on June 24, 2024. Agenda highlights include:

1. Strategic Priority Progress Report.
2. State Budget & REAP Funding Update.
3. Legislative Report.
4. Scope of RIA Grant Agreement.
5. Procurement Manual.
6. CALCOG Annual Budget.

The next CALCOG Board of Directors meeting is scheduled for August 12, 2024.

#### **SANDAG Borders Committee (Crystal Ruiz)**

The SANDAG Borders Committee met in a joint meeting on June 21, 2024. Agenda highlights include:

1. Federal Transit Administration Section 5311 Program of Projects.
2. FY 2025 Transportation Development Act Unobligated Funds Reserve Release.
3. FY 2025 Transportation Development Act and State Transit Assistance Claims.
4. FY 2024 Transportation Development Act Claim Amendment.
5. 2023 Regional Transportation Improvement Program Amendment No. 13 and Air Quality Conformity Re-determination.
6. Annual Public Transit Report.
7. Regional Plan: Public Health and Safety.
8. Regional Plan: Flexible Fleets and Advanced Air Mobility.

The SANDAG Borders Committee met on June 28, 2024. Agenda highlights include:

1. Overview of June 2024 Elections in Mexico.
2. SR 11/Otay Mesa East Port of Entry: Binational Agreements.

The next SANDAG Borders Committee meeting is scheduled for Friday, September 27, 2024.

### **SAWPA OWOW Steering Committee (Wes Speake)**

The SAWPA OWOW Steering Committee meeting of July 25, 2024, was cancelled. The next SAWPA OWOW Steering Committee meeting is scheduled for September 26, 2024.

### **Prior Action(s):**

None.

### **Financial Summary:**

Appointed Committee members are paid \$150 to attend their respective meetings. WRCOG stipends are included in the Agency's adopted Fiscal Year 2023/2024 Budget under the Administration Department in the General Fund (Fund 110).

### **Attachment(s):**

[Attachment 1 - CALCOG Board agenda 062424](#)

[Attachment 2 - SANDAG Borders Committee agenda 062124](#)

[Attachment 3 - SANDAG Borders Committee agenda 062824](#)

# Attachment

CALCOG Board of Directors  
meeting agenda 6/24/24

Effective Regions Through Partnership



# California Association of Councils of Governments

## **BOARD OF DIRECTORS**

### **MEETING AGENDA**

**June 24, 2024**  
**10:00 A.M. – 11:30 A.M.**  
**VIRTUAL**

### **Meeting Connection Information:**

**Zoom Link:**

<https://us02web.zoom.us/j/6759856183>

***Meeting ID:*** 675 985 6183

*Having trouble? Email Natalie at [nzoma@calcog.org](mailto:nzoma@calcog.org)*

## BOARD MEETING AGENDA

TIME	ITEM	DESCRIPTION	PURPOSE	PAGE
10:00 am	1	<b>Welcome &amp; Introductions.</b> Attendance will be recorded as members enter the room or the virtual meeting space. Virtual board members attendees should type your name in the Zoom identifier and turn on your video. For agency staff, please type in your name and turn off your video.		
10:10 am	2	<b>Approve May Board Meeting Minutes.</b>	<b>Action</b>	5
10:15 am	3	<b>Executive Director Report.</b> Work program update.	<b>Information</b>	7
10:25 am	4	<b>Strategic Priority Progress Report.</b> A report on progress on the board's 2024 Strategic Priorities.	<b>Information</b>	9
10:30 am	5	<b>State Budget &amp; REAP Funding Update.</b> Report on actions CALCOG is taking to protect REAP 2.0 funding.	<b>Information</b>	10
10:40 am	6	<b>Legislative Report.</b> Report on legislative positions and bill tracking.	<b>Information</b>	11
11:00 am	7	<b>Scope of RIA Grant Agreement.</b> Presentation of proposed scope CALCOG tasks and responsibilities.	<b>Action</b>	20
11:10 am	8	<b>Procurement Manual.</b> Staff seeks approval to develop a procurement manual and processes for CALCOG	<b>Action</b>	22
11:20 am	9	<b>CALCOG Annual Budget.</b> Staff share CALCOG's operating budget for Fiscal Year 2024/2025.	<b>Action</b>	24
11:40 am	10	<b>Announcements &amp; Adjourn</b>		

## CALCOG Calendar for 2024 & Early 2025

**August 12:** (1 to 3 pm) **Board Meeting.** Hold: Late Session Policy Meeting (**if needed**). **Virtual**

**September 30:** (2:00 to 3:30 pm). **Board Update Briefing** (HOLD: if needed). **Virtual**

**October 28 & 29: Fall Board Meeting.** **In Person** (TBD). Dinner on the 28<sup>th</sup>, Fall Board Meeting on the 29<sup>th</sup>, (8:30 am to 2:00 pm)

**December 9: Board &/or CDAC: Policy Update** (Hold: use if needed) **Virtual**

**March 5 - 7: Regional Leadership Forum & Board Meeting.**  
**In Person** at the Sacramento SAFE Convention Center

**BOARD OF DIRECTORS**

**ROSTER**

- **President, Robert Poythress**, Supervisor, Madera County, Madera County Transportation Commission
- **First Vice President, Britt Huff**, Mayor, City of Rolling Hills Estates, South Bay Cities Council of Governments
- **Second Vice President, Jan Harnik**, Council Member, City of Palm Desert, Coachella Valley Association of Governments
- **Immediate Past President, Brian Tisdale**, Council Member, City of Lake Elsinore, Western Riverside Council of Gov'ts
- **Jesse Arreguin, Mayor, City of Berkeley, Association of Bay Area Governments**
- **John Bauters**, Council Member, City of Emeryville, Alameda County Transportation Commission
- **Scott Funk**, Mayor Pro Tem, City of Gonzales, Association of Monterey Bay Area Governments
- **Loella Haskew**, Council Member, City of Walnut Creek, Contra Costa Transportation Authority
- **John Clerici**, Council Member, City of Placerville, El Dorado County Transportation Commission
- **Gary Yep**, Council Member, City of Kerman, Fresno Council of Governments
- **Stacy Atkins-Salazar**, Council Member, City of Arcata, Humboldt County Association of Governments
- **Mike Goodsell**, Councilmember, City of Holtville, Imperial County Transportation Commission
- **Bob Smith**, Council Member, City of Bakersfield, Kern Council of Governments
- **Doug Verboon**, Supervisor, Kings County, Kings County Association of Governments
- **Russell Cremer**, Councilmember, City of Clearlake, Lake County/City Area Planning Council
- **John Haschak**, Supervisor, Mendocino County, Mendocino Council of Governments
- **Josh Pedrozo**, Supervisor, Merced County, Merced County Association of Governments
- **James P. Spering**, Commissioner Representing Solano County and Cities, Metropolitan Transportation Commission
- **Alfredo Pedroza**, Supervisor, Napa County, Napa Valley Transportation Authority
- **Patrick Harper**, Council Member, City of Fountain Valley, Orange County Transportation Authority
- **Paul Joiner**, Council Member, City of Lincoln, Placer County Transportation Planning Agency
- **Lisa Middleton**, Council Member, City of Palm Spring, Riverside County Transportation Commission
- **Rich Lozano**, Council Member, City of Galt, Sacramento Area Council of Governments
- **Mia Casey**, Mayor, City of Hollister, Council of San Benito County of Governments
- **Alan Wapner**, Council Member, City of Ontario, San Bernardino County Transportation Authority
- **Jose Rodriguez**, Council Member, City of National City, San Diego Association of Governments
- **Tim Hepburn**, Mayor, City of La Verne, San Gabriel Valley Council of Governments
- **Dan Wright**, City of Stockton, San Joaquin Council of Governments
- **Fred Strong**, City of Paso Robles, San Luis Obispo Council of Governments
- **Jenelle Osborne**, Mayor, City of Lompoc, Santa Barbara County Association of Governments
- **Zach Friend**, Supervisor, Santa Cruz County, Santa Cruz County Regional Transportation Commission
- **Tenessa Audette**, Councilmember, City of Redding, Shasta Regional Transportation Agency
- **Steve Young**, Mayor, City of Benicia, Solano Transportation Authority
- **Lynda Hopkins**, Mayor, City of Santa Rosa, Sonoma County Transportation Authority
- **Margaret Finlay**, Council Member, City of Duarte, Southern California Association of Governments
- **Richard O'Brien**, mayor, City of Riverbank, Stanislaus Council of Governments
- **Cindy Gustafson**, Supervisor, Placer County, Tahoe Regional Planning Agency
- **Steve Teshara**, Board Representative, Tahoe Transportation District
- **Michael LeBarre**, Mayor, City of Kings City, Transportation Agency for Monterey County
- **Amy Shuklian**, Supervisor, Tulare County, Tulare County Association of Governments
- **Mike Johnson**, Councilmember, City of Ventura, Ventura County Transportation Commission

\* Designates Executive Committee Member

**Quorum.** A quorum requires a majority of active directors. A member has an active director when it has had a representative attend a board meeting within the last twelve months (including attendance at the current meeting). Staff develops a list of active members prior to each meeting and makes adjustments to the count if a formerly inactive member attends the current meeting.

**Current Vacancies:** Butte County Association of Governments, Calaveras Council of Governments, City/County Association of San Mateo Governments, Los Angeles County Metropolitan Transportation Authority, Orange County Council of Governments, Santa Clara Valley Transportation Authority, Transportation Agency of Marin, Tuolumne County Transportation Council

## 2. APPROVAL OF MAY 22 MEETING MINUTES

**ACTION****DRAFT**

### CALCOG Board Meeting Minutes May 22, 2024

#### 1. ATTENDANCE

This attendance represents those in attendance at some point in the meeting. Attendance was taken visually as members entered the room or logged into their accounts via the Zoom meeting platform:

- **President, Robert Poythress**, Supervisor, Madera County, Madera County Transportation Commission
- **First Vice President, Britt Huff**, Council Member, City of Rolling Hills Estates, South Bay Cities Council of Governments
- **Second Vice President, Jan Harnik**, Council Member, City of Palm Desert, Coachella Valley Association of Governments
- **Immediate Past President, Brian Tisdale**, Council Member, City of Lake Elsinore, Western Riverside Council of Governments
- **Jesse Arreguin**, Mayor, City of Berkeley, Association of Bay Area Governments
- **John Bauters**, Council Member, City of Emeryville, Alameda County Transportation Commission
- **John Clerici**, Supervisor, El Dorado County, El Dorado County Transportation Commission
- **Loella Haskew**, Council Member, City of Walnut Creek, Contra Costa Transportation Authority
- **Stacy Atkins-Salazar**, Council Member, City of Arcata, Humboldt County Association of Governments
- **John Haschak**, Supervisor, Mendocino County, Mendocino Council of Governments
- **Patrick Harper**, Council Member, City of Fountain Valley, Orange County Transportation Authority
- **Paul Joiner**, Council Member, City of Lincoln, Placer County Transportation Planning Agency
- **Rich Lozano**, Council Member, City of Galt, Sacramento Area Council of Governments
- **Mia Casey**, Mayor, City of Hollister, Council of San Benito County of Governments
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- **Margaret Finlay**, Council Member, City of Duarte, Southern California Association of Governments
- **Michael LeBarre**, Mayor, City of Kings City, Transportation Agency for Monterey County
- **Mike Johnson**, Councilmember, City of Ventura, Ventura County Transportation Commission

#### 2. APPROVAL OF MARCH BOARD MEETING MINUTES

The minutes of March 15, 2024, were approved. Moved by M. Finley; second by F. Strong.

#### 3. EXECUTIVE DIRECTOR'S REPORT

The executive director provided a brief report. A recap of that day's Legislative Day event was provided for those who could not attend. He also announced that the Regional Leadership Forum will be held in Sacramento in early March.

#### 4. STRATEGIC PRIORITIES REPORT

Staff provided a brief update on progress related to advancing the board's strategic priorities for 2025 and took questions.

**5. REAP BUDGET UPDATE**

In coordination with many of our members, CALCOG staff has been advocating that the Legislature reject the Governor’s proposed rescission of \$300 Million in the Regional Early Action Program (REAP). A summary of the advocacy effort was provided and the extent to which the organization was coordinating with individual members. Staff shared information regarding the May Revise and the latest negotiations between the Assembly and Senate to reach a deal to send to the Governor, noting that the Assembly Budget Committee staff have been particularly supportive. Unfortunately (or fortunately), there was nothing more definite to report.

**6. STATE BUDGET UPDATE**

Ms. Bradbury gave an overview of the Governor’s May Revise, noting proposed cuts to ATP and Infill Infrastructure Grant programs that were in addition to what the Governor proposed in January. She also shared that the May Revise proposed to maintain TIRCP and ZETCP (SB 125) funding by carrying out funding swaps and delaying funds that were originally scheduled to go out next year.

**7. LEGISLATIVE REPORT**

Staff updated the board on various bills and how staff was engaging on the bills. Ms. Bradbury noted that staff relies on the Legislative Principles document as a starting point for the engagement. Several specific bills were discussed specifically. These bills were summarized in the agenda. The board took specific actions on two bills:

- A support position on **AB 2086 (Schiavo)** (motion by Tim Hepburn, seconded by Morales; Harper abstained), and
- An oppose position on **AB 6 (Friedman)** (motion by Alan Wapner, seconded by Steve Young; John Bauters abstained).

**8. HCD’s RHNA REFORM RECOMMENDATIONS**

Staff provided an overview of some of the key findings from HCD’s RHNA Report – California’s Housing Future 2024 – highlighting that we can expect to see a number of RHNA-related bills in the coming months and years.

**9. REGIONAL INFRASTRUCTURE ACCELERATOR GRANT UPDATE**

Ms. Bradbury gave an overview of the updated scope of work on this project that will be carried out in partnership with Caltrans. The staff report provides additional details.

**10. EXECUTIVE DIRECTOR’S EVALUATION AND CONTRACT**

President Poythress announced a process to conduct the executive director’s evaluation and contract renewal. That process will involve a committee consisting of the CALCOG officers (Robert Poythress, Britt Huff, Jan Harnik, and Brian Tisdale) as well as past officers, Steve Teshara and Fred Strong.

**11. ANNOUNCEMENTS & ADJOURN.**

The meeting was adjourned by President Poythress.

### 3. EXECUTIVE DIRECTOR'S REPORT

### INFORMATION

#### A. BACKGROUND

The executive director usually gives a quick update about work program elements that are not otherwise on the agenda for the meeting.

#### 1. Regional Leadership Forum 2025 in Sacramento.

Save the dates – we will be at the Sacramento Convention Center on March 5 – 7, 2025. We will have an appropriately transportation themed reception at the California Railroad Museum. If you know of private partners that would like to support this event, please have them reach out to Sabrina Bradbury.

#### 2. California Academy for Regional Leaders (CARL): Recruiting Cohort 7!

Our 6<sup>th</sup> Cohort graduating in June; and we have opened registration for our 7<sup>th</sup> cohort. Next year, their “graduation” will be at the regional leadership forum. Below is a picture of the class at the California Transportation Foundation event last week and a draft summary of an article prepared for the website.



#### Congratulations to CARL #6!

CALCOG is pleased to announce the graduation of its sixth cohort. The 31 regional government participants, the largest CARL class to date, were recognized, and received their CARL badges, at the California Transportation Foundation (CTF) awards dinner on June 13, 2024.

This year we were happy to return to having all our main sessions in person. Our expert instructors teach a range of leadership subjects, as well as important skills that support strong leadership including difficult conversations, active listening, and effective communications. Participants took two different assessments over the eight-month course. The DiSC Assessment helps people

understand themselves and others with the goal of improving collaboration and team building. The other self-awareness assessment tool the CARL program uses is the Clifton Strengths Assessment. It helps people understand where they excel and how to use strengths to succeed. It also helps leaders better understand how to support, engage and inspire team members. These discussions are informed by program exercises on values, goals, and purpose

One of the favorite CARL activities is **CARL On the Road**. These interactive site visits and tours introduce participants to regional government in action- where the rubber meets the road. This year's tours included the San Ysidro Port of Entry in San Diego, Impacts of Redevelopment in Stockton, and Napa Valley Transportation Infrastructure.

Equity continues to be a focus in the CARL program. Participants read **The Color of Law**, which explains how redlining, zoning and redevelopment resulted in racial segregation in our communities. To better understand how regional government policy impacts people, CARL participants meet with community groups in Stockton and San Diego to discuss how our work shapes communities and the people who live in them.

The other CARL book is **Think Again** by Adam Grant. Grant discusses the importance of asking questions to help us rethink our assumptions and to help us better understand others. CARL explores Questioning as a uniquely powerful tool. It spurs learning and the exchange of ideas; it fuels innovation and motivates staff; and it builds relationships and trust among team members and external partners. It can also help uncover biases, outdated practices and other issues that are below the surface. Our Executive Director, Bill Higgins, leads a module focusing on the questions we should be asking as regional government.

The CARL program is unique in that it discusses leadership and other related topics in the context of regional government. This includes the skills needed to be a regional leader, regional policy development and how regional government interacts with other levels of government. Most CARL sessions include an Executive Leader Roundtable, where senior regional government leaders share their Career Journey's and leadership experience. This year we heard from:

James Cameron, Executive Director, SCTA  
Christine Corales, Manager of Planning, SJCOG  
James Corless, Executive Director, SACOG  
Bill Higgins, Executive Director, CALCOG  
Hason Ikhata, Executive Director, SANDAG  
Kacey Lizon, Deputy Executive Director, SANDAG  
Kate Miller, Executive Director, NVTA  
Danielle Schmidt, Director Capitol Development & Planning, NVTA  
Maura Twomey, Executive Director, AMBAG  
Robyn Wapner, Director Public Affairs, SANDAG

CALCOG is currently accepting applications for CARL Lucky #7!

## 4. STRATEGIC PRIORITIES PROGRESS REPORT

## INFORMATION

### A. FOCUS 1: Transportation Funding

**Objective:** Focus on education and storytelling about the importance of identifying replacement revenue sources for the gas tax and helping people understand the need to shift to a new funding model.

**Progress:**

- *RIA Grant Work Program.* As reported last month, this project will be the primary way our Team will engage on this issue. Caltrans is finalizing its agreement with FHWA and we are on track to have an agreement between CALCOG and Caltrans by July.

### B. FOCUS 2: Housing

**Objective:** Focus on RHNA reform, REAP funding, and development of housing trusts and policies that are tailored to meet local needs.

**Progress:**

- *REAP Budget.* CALCOG Staff continue to meet with legislative staff and the Governor's Office to advocate for maintaining REAP 2.0 funding. We expect to realize the results of those efforts when the budget bill are "in print," which could be at any moment given the Constitutional budget deadlines.
- *RHNA Legislative Advocacy.* We are engaging on a number of bills that have recently been amended to advance recommendations from HCD's RHNA Reform Report. We also invited Assemblymember Chris Ward to the Legislative Action day, where CALCOG was the first to identify that the state report did not address the lack of funding sources for the RHNA process (Mr. Ward took note).
- *Extended Housing Technical Assistance Project.* CALCOG entered into an Amendment to our Housing Technical Assistance contract with Placeworks to continue our work for another year at \$150,000.

### C. FOCUS 3: Alternative Fuels, EV & Hydrogen

**Objective:** explore what is needed related to the grid as regions help transition to alternative fueled vehicles (ZEVs and Hydrogen).

**Progress:**

- RLF Session that featured updates on Federal, State, and Regional efforts related to Zero Emission Vehicles.

**NOTE:** This report is substantially the same as the report submitted to the board at the May 22 meeting. We include this report in every board meeting to assure that staff remains focused on these priorities.

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## **5. STATE BUDGET & REAP FUNDING UPDATE**

## **INFORMATION**

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### **A. BACKGROUND**

Budget discussions are fluid. Constitutional deadlines suggest that we may see a budget very soon, if we have not already (since the time we sent out this agenda). Staff will provide an oral update on the latest information as it relates to funding for the REAP program and other issues that we have been tracking.

## 6. LEGISLATIVE REPORT

## INFORMATION

### A. SUMMARY

Staff will provide an update on bills that CALCOG has been tracking closely. This report will provide an update on other priority legislation we are tracking. Visit our online bill tracker for a list of all tracked bills: [www.calcog.org/bill-tracker](http://www.calcog.org/bill-tracker).

### B. PRIORITY LEGISLATION

### Discussion

- 1. AB 6 (Friedman) –Transportation Plans: Regional Transportation Plans: reduction of GHGs.** Would have added a new target year to the SB 375 process (2045); changed the timing in which MPOs have to submit their technical methodology; and included other provisions. **Oppose.**

**Status:** Will Fail Deadline. The author did not present the bill to the Senate Transportation Committee and has indicated that no further action will be taken

**Comments:**

- The Board took an oppose position on this bill in May
- Staff submitted a constructive four page oppose letter (see attached)
- CALCOG was the only opposition that met with authors staff, sponsors, and proponents. We outlined the reasons for our opposition (as expressed in the letter) and noted that many of this group, including sponsors, agreed with points we made about the inadequacy and flaws with the current process (which was the basis for opposition; we opposed extending a flawed process without reforms)
- Kudos to our members for their work to submit letters of opposition and communicate their concerns to the author and their representatives. The bill will not move forward.

- 2. AB 817 (Pacheco) – Open meetings: teleconferencing: subsidiary body.** This bill would provide subsidiary bodies (such as advisory committees) with more flexibility for the members of the subsidiary body to teleconference into meetings. **Support.**

**Status:** **Failed** passage. Reconsideration granted.

**Comments:** Another Brown Act bill on the path to failure. This one is particularly frustrating because it will limit ability of all local governments (and particularly those that span larger geographies) to get stakeholder input in a structured manner.

3. **AB 2485 (Carrillo) – Regional housing need: determination.** SCAG’s sponsored legislation that would add accountability and transparency requirements for HCD as part of their process for developing RHNA numbers. **Support.**

**Status:** Active; Senate Housing Committee Hearing on July 2

**Comment:** CALCOG will provide lead testimony on the statewide benefit of this bill at the committee hearing. We encourage our members to submit support letters.

4. **AB 2086 (Schiavo) – Transportation funding: report and public dashboard.** Would require the California Transportation Plan to include a financial element that summarizes the full cost of plan implementation, a summary of available revenues through the planning period, and an analysis of what is feasible within the plan if constrained by a realistic projection of available revenues. It also requires “enhanced” reporting on the Caltrans website of how the CTP is being implemented. **Support**

**Status:** Senate Transportation Committee Hearing on June 26

**Comments:**

- The board voted to support this bill last month
- CALCOG’s letter is attached
- Our focus is on the portions of the bill that are most important to our members – the addition of a fiscal analysis to the CTP and a requirement for assumptions to be fully described and analyzed.

**C. RHNA RELATED BILLS**

**Discussion**

1. **AB 2597 (Ward) – Planning and zoning: revision of housing element: RHNA.** This bill makes a number of changes to the RHNA appeals process that shortens overall time that it might take to conduct appeals. For example, it would reduce the period. To appeal from 45 to 30 days, would delete ability of other agencies to comment on appeals and replace it with a shorter appeal period. It also makes other changes, including an exception for housing element due dates in the SCAG region.

**Status:** **Concerns.** No position recommended at this time

**Comments:**

- Our understanding is that this is a Cal Cities sponsored bill that is seeking to create more time to get housing elements complete and thought the appeal process was a place where there might be “spare time.”
- Many of our larger members that dealt with many appeals would be hard pressed to meet these deadlines.
- We are working with the parties to find a different solution to the Cal Cities’ problem.

2. **AB 3093 (Ward) – Land use: housing element: streamlined multifamily housing.** As mentioned at the last meeting, this bill adds two new income classifications to RHNA “Extremely low-income” and “Acutely Low-Income.” (ALI). Members have expressed a number of concerns regarding the technical and political feasibility of developing a methodology for assigning units at such income levels.

**Status: Concerns.** No position recommended at this time

**Comment:** This bill being fast tracked and is supported by the Governor. One concern that staff has identified is the difficulty in creating a ALI methodology when COGs do not have all the social service information to make sound decisions. In addition, the process of distributing an ALI number (that may be interpreted as homeless) may be controversial in some communities. This creates a lot of extra work for regional agencies that do not receive any funding to take on this responsibility. We are asking members for feedback on the idea of establishing a population formula default for ALI. COGs could still develop an alternative if there is consensus within the region, but having the default distribution would relieve a lot of advance work where such consensus will not be easily achieved. This outcome would also be consistent with the state’s fair share approach.

3. **SB 7 (Blakespear) – Regional housing need: determination.** This bill, for regions in which the department is required to distribute the regional housing need, would prohibit a city or county from filing an objection to the regional housing need determination. It would also eliminate a less used alternative to the primary process for establishing the allocation assigned to a region. A third provision would require COGs to conduct outreach to households with special housing needs. Finally, it affords COGs the ability to distribute the draft allocation plan upon adoption of the final methodology reviewed and adopted by the department.

**Status: Concerns.** No position recommended at this time

**Comment:** Conversations continue. Staff have continued to flag our concerns regarding this legislation. Most of our concerns fall into the “technical” category.

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#### D. OTHER BILLS WITH “WATCH” STATUS

4. **AB 2290 (Friedman) – Transportation: Class III bikeways: bicycle facilities: Bikeway Quick-Build Project Pilot Program.** Establishes a quick build pilot to facilitate certain kinds of projects. Also would prohibit the allocation of ATP funds on a Class III bikeway unless the project is on a residential street with a posted speed limit of 20 miles per hour or less. It further requires that a bicycle facility identified for a street in a bicycle plan or an active transportation plan that is adopted by a city, a county, or the department shall be included in a project funded by the program that includes that street.

5. **SB 1216 (Blakespear) – Transportation: planning: transit priority projects: multimodal.** Prohibits installing or restriping a Class III bikeway or a sharrow on a state highway that has a posted speed limit greater than 30 miles per hour.

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6. **SB 960 (Wiener) – Transportation: planning: transit priority projects: multimodal.** This bill has five main parts: (1) Require all transportation projects funded or overseen by the department to provide complete streets facilities. Exceptions include: the facility was “closed” to such users, the facility was infeasible, or would cause a substantial safety hazard. (2) Includes complete street facilities and performance measures in the state’s asset management plan. (3) Requires Caltrans to adopt a transit priority policy to guide the implementation of transit priority facilities on the state highway system. (4) Includes quantifiable goals, objectives, costs, and performance measures for transit priority facilities within the State Highway System Management Plan. (5) Requires Caltrans to adopt a process for project intake, evaluation, and encroachment permit review for complete streets facilities that are sponsored by a local jurisdiction or a transit agency.

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## E. TWO YEAR BILLS OF NOTE

## Information

This is a list of bills that were introduced last year and could potentially become active. We don’t anticipate that any of these will move forward but we will continue to watch them.

1. **AB 1335 (Zbur) Transportation Projects: Priority Populations.** As currently written, this bill would require MPOs to include the total number of new housing units specified through RHNA necessary to house all the population of the region over the course of the planning period of its RTP. **CALCOG Position: Oppose Unless Amended**
  - *Staff Note: we are hearing that the author may be interested in moving this bill and therefore we are re-starting our work on this bill.*

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2. **SB 768 (Caballero) – CEQA: CARB: VMT Study.** This bill would require CARB to conduct and submit to the Legislature a study on how vehicle miles traveled is used as a metric for measuring transportation impacts pursuant to CEQA.



June 3, 2024

Assemblymember Laura Friedman  
State Capitol  
Sacramento, CA 95814

Re: [AB 6 \(Friedman\) Transportation planning: regional transportation plans: Solutions for Congested Corridors program: reduction of GHG emissions \(Oppose\)](#)

Dear Assemblymember Friedman:

For the reasons outlined below, the California Association of Councils of Government (CALCOG) is opposed to AB 6.

### **CALCOG's Full Participation in Stakeholder Process Yielded No Results**

CALCOG was at first optimistic when you invited a broad group of stakeholders to collaborate to achieve a consensus solution in AB 6. We attended every meeting, even when attendance from other groups waned. We have always appreciated your leadership in this area of the law and note that despite some differences, we have successfully worked with you on other issues to improve implementation of Sustainable Communities Strategies.

Unfortunately, consensus under the AB 6 stakeholder process was never achieved. We refrained from "working" our oppose position during the Assembly floor vote on the process facilitator's assurance that the final version of the bill heard in the Senate would represent a consensus. But that promise was not kept. The meetings stopped. When AB 6 was amended last week, it included provisions that were not discussed in the process. No substantive idea that we brought forward in the stakeholder process was included.

Like you, we take the implementation of Sustainable Communities Strategies (SCSs) very seriously. We share your belief that changes are necessary to preserve SB 375's long-term effectiveness. We remain committed to working with all stakeholders for solutions. But the language in AB 6 has never reflected this kind of collaboration. Time has run out. The difficult work of forging consensus on SB 375 implementation should be restarted soon—so a consensus can be achieved before the end of the next legislative session.

## 2045 Target Setting Must Account for EVs & Additional State Actions

The current language in AB 6 merely extends a target setting process that is increasingly obsolete. The GHG targets derive from a 2005 base year and the methodology represents the best thinking in 2010 (the year the Regional Targets Advisory Committee met). But a lot has changed since then. Consider the following points:<sup>1</sup>

- ***The Value of a GHG Per Capita Reduction Target is Waning.*** California’s transition to EVs is making the GHG per capita metric less relevant. At some point prior to 2045, there will not be enough internal combustion engine cars (ICE autos) to achieve high levels of GHG reductions. Instead adapting to this new reality, AB 6 merely exacerbates the problem by extending the current process for ten years.
- ***The Proposed 2045 Target Will Disproportionately Affect Low-Income Households.*** CARB estimates 70 percent of cars will be EVs by 2045. In that year, most ICE autos will be older than 10 years (given the 2035 deadline for their sale). As a result, we predict that lower-income households will be over-represented in this group of vehicle owners. The extension of the per capita metric to 2045 creates a natural focus on strategies that limit the use of these cars (as compared to EVs) because that is where the greatest GHG reduction would occur. Such a result is unfair and inequitable to the low income household driving ICE autos. But AB 6 includes no consideration of this factor.
- ***No Plan for Addition State Actions.*** CARB has acknowledged that MPO actions—on their own—are not enough to achieve the targets. Additional state action is necessary. The current targets require MPOs to reduce GHG emissions by 19%, which is 6% less than the 25% called for in the Scoping Plan. This 6% gap was to be addressed by “additional state actions.” But no law accounts for how the state is achieving these additional reductions. Although policies like SB 743 and the *Climate Action Plan for Transportation Infrastructure* represent state actions that should reduce emissions, we do not know by how much or whether they are enough to bridge the 6% gap (probably not). AB 6 would be more effective if it provided a framework for monitoring the state-responsibility emission reductions which remain unaddressed 14 years after the first targets were agreed upon.
- ***Most of ARB’s Identified Actions Require State Action.*** In *Tracking Progress*, the second SB 150 Report, CARB lists 56 actions that could be employed to achieve SB 375 outcomes (see page 40). Of these, 52 (!) require state action. (See Attachment). This same “state action” emphasis is included in the 2022 Scoping Plan Update (see

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<sup>1</sup> The Scoping Plan divides transportation emissions into three sections: technology, fuels, and VMT. MPOs do not get “credit” for advances in technology (fuel efficiency, electrification) or fuels (low carbon fuels). Instead, MPOs are credited for reductions from mobility, mode shift, and land use changes. Although there are limited instances where MPOs count advances in EV use, they are very limited under ARB’s SB 375 Guidelines.

Appendix E). AB 6 merely focuses on the margin of SCS implementation while ignoring swaths of potential state action in this area.

- ***Electric Vehicle Owners May Actually Drive More.*** The cost of driving is the most significant variable affecting how much people drive. One challenge in trying to limit VMT is that it is significantly cheaper to drive an EV than an ICE auto. Thus, an EV driver does not have a cost incentive to drive less. As the number of EVs increase, there are more drivers with low operating costs taking longer trips, which is at odds with ARB's focus is to get VMT to decrease. AB 6 does not account the outcomes of other policies (like emphasizing EV ownership) that may increase VMT.
- ***Largest Funding Source is Diminishing.*** As the LAO noted in *Assessing California's Climate Policies—Implications for State Transportation Funding and Programs*, state climate policy is driving a significant reduction in gas tax revenues. For MPOs, this affects the available funding for transportation infrastructure. The SCS is fiscally constrained, meaning that the MPO must have a reasonable expectation of revenues for all the transportation projects and strategies that are included in the RTP/SCS. As funding declines, the ability for MPOs to invest in transformational projects also declines. Replacement of those funds requires state action. Although the 2022 Scoping Plan calls for a "fuel agnostic" revenue source, there has been no serious action toward adopting an alternative. Until that time, MPOs will have less and less money to program in a way that can achieve the any transformational mode shifts or reduced VMT. AB 6 merely assumes that MPOs will be able to achieve goals without a fiscal analysis.

If the Legislature is going to establish a new target year, it should be designed to address the evolving constraints. Failure to do so gets in the way of California achieving its targets. Extending the current target setting without adapting to new circumstances merely creates another planning exercise. But it won't result in substantial GHG reductions. CALCOG would welcome a more holistic conversation that includes the issues raised above.

### **Amendment to SCS Review Process is Contrary to SB 375's Intent**

AB 6 would dramatically upset the collaboration between MPOs and ARB. This was the most carefully negotiated language of SB 375. With just a few words, AB 6 demolishes the delicate balance it created. For reasons described below, we have opposed this language since it was introduced at the beginning of the AB 6 collaborative process. Yet it remains.

AB 6 gives CARB *staff* (not the Board) the right to veto any strategy in the RTP/SCS. The problem is that the RTP is a federally required plan. CARB *staff* would review the RTP/SCS through the single lens of GHG reduction. But they do not have the expertise in federal conformity review, housing policy, and other factors that are also required to be addressed in a RTP/SCS. Nor does this process involve the California Transportation Commission, which publishes the RTP Guidelines. This structure is ripe for error.

Additionally, authorizing CARB staff to pass unilateral judgment about the “likelihood” of specific strategies is troubling. SCS strategies already meet the “current planning assumption” standard in federal law, which requires them to be “reasonable” or realistic under the Clean Air Act conformity. So what happens if CARB rejects as unlikely a strategy deemed reasonable under federal law? AB 6 is silent on this issue.

Second, the state has its own set of unlikely assumptions. Consider the “*doubling of local transit capacity and service frequencies by 2030.*” (Scoping Plan, Appendix E, p 12). We support the idea, but think this outcome is unlikely. Who reviews the likelihood of ARB’s strategies? Is it right to require MPO strategies to be “likely” when the state is not held to the same standard? And what if an MPO incorporates an “unlikely” CARB strategy? Can CARB reject it without undermining the Scoping Plan? This is not well thought through.

### **Amendment Review is not the Best Use of Limited State Resources**

We also oppose the language that would require MPOs to submit RTP amendments for approval. This is busywork. Although there are exceptions, most RTP amendments involve minor timing changes that need to be addressed for conformity. We note that CARB will be presented the opportunity to review this amendment when it reviews the entire updated RTP, which will be presented one to three years from the time of the amendment.

We question the need to review even a major change during (for example) the second or third year of a four-year RTP cycle. Perhaps there are instances where the staffing and cost of such review are warranted. But that case has not been made. We would have appreciated the chance to discuss during the stakeholder process, but we do not recall it being raised.

### **Conclusion**

Thank you for considering our basis for opposition.<sup>2</sup> We remain open to conversations to improve this area of the law. Please contact me if you have any questions or want to discuss these issues further [[bhiggins@calcog.org](mailto:bhiggins@calcog.org) | (916) 717-8324].

Sincerely,



Bill Higgins  
Executive Director

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<sup>2</sup> We also oppose other provisions not addressed here, such as the consideration of wildlife resources to “maximum extent” (without clarity of how that may work with other state goals, such as conformity and housing) and the requirement to maintain the reduction through the 20-year (or more) life of the plan (without consideration the reason, which could be related to state action or inaction).



May 31, 2024

The Honorable Pilar Schiavo  
1021 O Street, Room 4140  
State Capitol  
Sacramento, CA

Re: [AB 2086 \(Schiavo\) Transportation funding: California Transportation Plan: public dashboard. \(As Amended - 4/15/2024\); SUPPORT](#)

Dear Assemblymember Schiavo:

The California Association of Councils of Governments (CALCOG) supports AB 2086. We represent the state's regional planning entities, including Councils of Governments, Regional Transportation Planning Agencies, Transportation Commissions and Authorities, and Metropolitan Planning Organizations.

AB 2086 improves the connection between state and regional planning assumptions by adding the following information as part of the California Transportation Plan (CTP):

- ***A fiscal analysis.*** Our members develop Regional Transportation Plans/Sustainable Communities Strategies (RTP/SCS) that achieve state and federal goals related transportation, air quality, climate, and housing. But unlike the CTP, these RTP/SCS's are fiscally constrained, meaning they must include a realistic budget supporting all the strategies, projects, and programs over the planning period. While we are not suggesting that the CTP also be fiscally constrained (an onerous requirement), we believe that including a fiscal analysis of how the strategies included in the CTP would be funded would provide a better comparison to regional RTP/SCSs.
- ***An assumption explanation requirement.*** AB 2086 would also require the CTP to analyze its key assumptions. We like that the CTP creates a resilient vision for the state's transportation network. One that is modally diverse, equitable, less reliant on the automobile, and better for the climate. But we believe it should also include a better explanation and evaluation of the policy and program assumptions in the plan. The last plan added an assumption that auto operating costs (the factor that affects the decision to drive more than any other) would increase over a period of years by 50 percent (equal to a \$2.50 increase in the gas tax in today's dollars) without explanation. Thus, the modeled plan had considerably less driving than comparable regional plans.



- ***A progress reporting dashboard for the CTP.*** We also support the additional reporting on how Caltrans investments match up to the CTP goals. This type of data will increase transparency around how funding is spent and serve as a resource to our members, local jurisdictions, state partners, and legislators into the future.

For these reasons, CALCOG supports AB 2086. Please contact me if you have any questions or want to discuss these issues further [[sabrina@calcog.org](mailto:sabrina@calcog.org) | (530) 864-8544].

Sincerely,

Sabrina Bradbury  
Director of Government Affairs

## 7. RIA ACCELERATOR PROJECT SCOPE

**ACTION**

### A. BACKGROUND

For the past year, staff has reported progress with the application, award, and scope of our participation in a joint grant award for the Regional Infrastructure Accelerator program (RIA). This is a competitive grant award from the Federal Highways Administration (FHWA) under the Infrastructure Investment and Jobs Act (IIJA) to develop materials and information related to developing information and understanding around public attitudes around road pricing and replacing the gas tax. CALCOG was a joint co-applicant with five our member organizations (SANDAG, SCAG, MTC, SACOG, TRPA). Caltrans was the lead applicant. FHWA awarded \$2 million for the project.

As previously reported to this Board, the co-grantees have met and decided on a set of goals and objectives. Section C outlines the process and key decisions in terms of dividing the scope of work. The contract period begins July 1, 2024. Caltrans, as the lead applicant, is about to enter into the formal contract agreement with FHWA. A table of high-level goals and tasks included in that agreement are including in Section D of this item.

### B. STAFF RECOMMENDATION

Approve Proposed Scope in Section D, which will be the basis of the grant agreement between Caltrans and CALCOG.

### C. EVOLUTION OF CALCOG'S ROLE

- **Original Role.** The original version of this agreement was for CALCOG to undertake a work program related to Equity and Pricing Education for approximately \$650,000 including service on an oversight committee. (See green shaded areas on table, next page). This included retention of consultants for polling and focus group work, as well as design consultants for education related collateral.
- **Additional Procurement.** When it became clear that CALCOG would need to develop a procurement process (next agenda item), Caltrans asked if CALCOG could use our process to procure additional consultants in areas of work that Caltrans was originally going to undertake. Given the short timelines, CALCOG should be able to act more quickly to retain consultants. Thus, additional funding was is built into CALCOG's budget to fund this work and cover reporting and oversight costs. (See blue shaded areas on table, next page).
- **CALCOG Budget.** CALCOG will have a budget of \$1.4 million for these tasks
- **Table of Scope.** The Table on the next was pulled directly from the draft proposed agreement between Caltrans and the Federal Highway Administration (although it is lightly edited and formatted to make it easier to read). It outlines the high-level tasks and identifies the primary responsibility for each.
- **Final Contract.** After Caltrans signs the agreement with FHWA, CALCOG and Caltrans will enter into a grant agreement that is consistent with the federal contract.

**D. RIA WORK PROGRAM: PRIMARY GOALS AND TASKS**

Goal 1	Performance Measures	Due Date
<b>Management &amp; Coordination</b>	Caltrans and CALCOG will hold monthly meetings to ensure progress on all performance measures.	Ongoing
Goal 2	Performance Measures	Due Date
<b>Governance, Delivery, &amp; Financing Options</b>	Caltrans and University of California will produce a report summarizing the experiences of regional and local agencies in implementing pricing in California.	13 months
Goal 3	Performance Measures	Due Date
<b>Transformative Technology Assessment</b>	Caltrans and a consultant will conduct a market sounding focusing on technology and produce a report summarizing the market sounding.	16 months
Goal 4	Performance Measures	Due Date
<b>Equity and Pricing Analysis</b>	Caltrans and CALCOG will deliver the following: <ul style="list-style-type: none"> <li>• At least 2 Pricing Leadership Academy Events</li> <li>• At least 1 statewide poll on pricing</li> <li>• At least 3 focus groups</li> <li>• Report summarizing best practices and lessons learned re: communications around congestion pricing</li> <li>• Communication toolkit that includes key messages and materials to use for engagement and education efforts with elected officials, partners, stakeholders, and the public</li> <li>• Report summarizing equity outcomes of roadway projects and rec’s on how to ensure roadway projects improve equity outcomes</li> </ul>	20 months
Goal 5	Performance Measures	Due Date
<b>Reimagining Highways</b>	Caltrans and CALCOG will retain a consultant to deliver the following outputs: <ul style="list-style-type: none"> <li>• Qualitative assessment of current pricing, traffic, and impact modeling efforts</li> <li>• Revised and improved model incorporating recommendations from qualitative assessment, including dynamic trip assignment</li> <li>• Updated pricing, traffic, and impact analysis using improved model on at least 1 pricing project, with additional alternatives analyzed</li> <li>• Pricing toolkit summarizing costs and benefits of different pricing strategies</li> </ul>	20 months
Goal 6	Performance Measures	Due Date
<b>Final Report</b>	Caltrans and CALCOG will deliver a final report summarizing activities funded by the RIA and providing recommendations	24 months

- CALCOG Scope (including joint work with Caltrans)

- Consultant Work procured through CALCOG working with Caltrans

- Caltrans Responsibility

CALCOG Budget: \$1.4 million

Start Date: July 1, 2024

End Date: June 30, 2026

## 8. AUTHORIZE USE OF PROCUREMENT MANUAL

**ACTION**

### A. BACKGROUND

This item comes as a result that CALCOG will be receiving federal funding as a partner to Caltrans on the Regional Infrastructure Accelerator grant (see previous Agenda item). One requirement of those funds is that CALCOG must meet state and federal procurement procedures for purchases and retaining consultants and subcontractors. This item summarizes the process that staff will go through to meet this standard.

### B. STAFF RECOMMENDATION

Confirm the process that staff proposes to develop a procurement manual. Authorize the Executive Director to purchase items and procure services under a manual created with the advice of the recommended expert. The Executive Director will make a link to the adopted manual (estimated to be about 80 pages) when its completed.

### C. DEVELOPMENT OF A PROCUREMENT MANUAL

- **Retained Expertise.** We are fortunate to have within our membership someone who literally has “written the manual” when it comes to procurement. Maura Twomey is the executive director of the Association of Monterey Bay Area Governments (AMBAG). Prior to that position, she was the Director for the Division of Audits and Caltrans. She has written the procurement manual for the Rural County Task Force and has been retained by some of our members when they are dealing with particularly difficult Caltrans audits. Ms. Twomey has agreed to oversee the development of our manual. She also has a network of experts that can be retained (including a former Director of the California Transportation Commission) if we need additional assistance on a specific item.
- **Develop A Procurement Manual Based on AMBAG’s.** It may not be that surprising then, that we are developing a manual based on AMBAG’s. The procurement manual will provide the process for procurement that will assure equitable and fair access to the awarding of funds under this contract.
- **But Not Exactly.** CALCOG’s manual will not exactly mirror AMBAG’s. CALCOG, for example, is a nonprofit association, not a public agency. As a result, some of the language will need to be tailored to CALCOG’s circumstances.

### D. COMMENTS & OBSERVATIONS

- **Consultant Services Needed.** CALCOG will manage a significant amount of work occurring under the RIA grant and will need consultant services to execute this work. The work under this agreement could potentially be audited by the state or federal auditors. It is important that we have a clear, transparent process prior to putting out any RFPs for potential services.

- **Options For Additional Expertise.** While we do have staff that have worked at public agencies and have familiarity with procurement processes, we may need to formally contract with Ms. Twomey or a recommended consultant if technical issues arise. We have built funding for this into the budget. We would anticipate that this would be a small contract that would fall under the Executive Director's discretion (\$5,000). If its more than that we will bring the contract for approval to the board.
- **Leverage to Provide More Member Services.** One advantage of having a federally and state compliant procurement process will be that we may be able to use that process to provide better services for our membership. For example, we could use it to build "shelves" of consultants that our members may need from time to time (like specialize legal services). We will investigate this possibility more fully in the coming months.
- **Alternative to Staff Recommendation.** This Agenda item asks the board to trust the process of developing a procurement manual. But the actual manual, which we anticipate to be 80 pages or more, has not been presented. Staff intends to post the manual on its website for inspection and it can be amended at anytime. This authorization allows staff time to initiate some of the procurements prior to the next board meeting (when a full in print version can be made available). The board may want to issue an interim approval if it wants to see the finalized product; or even delegate review to a subcommittee or the officers.

## 9. FY 24-25 PROPOSED BUDGET

**ACTION**

### A. SUMMARY

The CALCOG Board adopts a budget and dues schedule annually. The fiscal year begins July 1. Here are the big picture takeaways from this budget:

- ***The Proposed Budget is the Largest and Most Revenue Diverse in our History.*** The work of slowly building our credibility is paying off. This year's budget include substantial line items that are funded through competitive grants in which CALCOG partnered with our member agencies and Caltrans. As a result, this budget is nearly double of our previously record budget in the previous fiscal year.
- ***We Anticipate Another Busy Year.*** The new project specific work will provide a different focus for staff and the board and new opportunities to further our mission. But the typical tasks of advocacy, answering member inquiries, and member education events remain.
- ***Balancing Budget Tightening with Inflationary Pressures.*** Expenses are rising. This budget includes a less-than-the-rate-of-inflation dues increase, a year after not increasing dues the previous year.

### B. STAFF RECOMMENDATION

Adopt the proposed budget and dues schedule.

### C. CURRENT FINANCIAL STATUS

CALCOG is in a sound financial position and should end the year with one of our year-ending cash on hand balances and net equity. CALCOG recently transitioned from our hardware-based Quickbooks Software to Cloud-based Quickbooks. This will improve our ability to draw financial reports quickly and make reports to the board. We are still correcting some of the data migration into the system, but the Balance Sheet (as of June 20, 2024) provides an accurate picture of our fiscal health.

# California Association of Councils of Governments

## Balance Sheet

As of June 20, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	\$187,716.65
Accounts Receivable	\$70,581.00
Other Current Assets	\$49,083.63
<b>Total Current Assets</b>	<b>\$307,381.28</b>
Fixed Assets	\$7,372.22
Other Assets	\$38,119.00
<b>TOTAL ASSETS</b>	<b>\$352,872.50</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	\$4,168.15
Credit Cards	\$10,528.00
Other Current Liabilities	
Deferred Liab - RLF Sponso	0.00
Deferred Liab 2021 RLF Registra	0.00
Deferred Revenue	0.00
Lease Liability	37,020.00
Other Payable	0.00
Payroll Liabilities	41,500.65
<b>Total Other Current Liabilities</b>	<b>\$78,520.65</b>
<b>Total Current Liabilities</b>	<b>\$93,216.80</b>
<b>Total Liabilities</b>	<b>\$93,216.80</b>
Equity	\$259,655.70
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$352,872.50</b>

# PROPOSED FY 24-25 BUDGET

(with prior year comparison)

REVENUES	FY 23-24	FY 24-25
<b>Dues (including MPO/RHNA Fees)</b>	\$ 499,750	\$ 533,214
<b>Education Programs</b>		
Leadership Academy: (CARL)	\$ 103,000	\$ 114,000
Training Workshops	\$ 17,500	\$ 12,000
<b>Subtotal Education Programs</b>	\$ 120,500	\$ 126,000
<b>Contract &amp; MOU Revenues</b>		
Member Contracts	\$ 125,000	\$ 130,000
RIA Pricing Research Contract	\$ -	\$ 700,000
Elected Official Training Videos Award	\$ -	\$ 60,000
REAP Technical Assistance Contract II	\$ 110,000	\$ 150,000
OPR Technical Assistance	\$ 53,000	\$ 8,000
Small Ad Hoc Contracts	\$ 2,500	\$ 2,000
CMAS Contract Placeholder	\$ 120	\$ 120
<b>Subtotal Contracts &amp; MOU Revenues</b>	\$ 290,620	\$ 1,050,120
<b>Member Services</b>		
Regional Leadership Forum - Registration	\$ 90,000	\$ 124,100
Partnership Revenues	\$ 105,000	\$ 127,500
Bulk Purchase Revenues	\$ 26,000	\$ 34,000
Miscellaneous Revenues	\$ 100	\$ 2,000
<b>Subtotal Operations &amp; Member Services Revenue</b>	\$ 221,100	\$ 287,600
	\$ 1,131,970	\$ 1,996,934

EXPENDITURES	FY 23-24	FY 24-25
<b>Employee Staffing</b>		
Salaries	\$ 514,627	\$ 710,000
Payroll Taxes & Benefits	\$ 113,857	\$ 182,070
Change in PTO Liability	\$ 4,000	\$ 4,000
Workers Compensation	\$ 6,500	\$ 6,500
EE Training & Ed & Team Building	\$ 8,500	\$ 8,500
HR, Payroll & Benefit Management	\$ 3,000	\$ 3,000
<b>Employee Staffing Subtotal</b>	\$ 650,484	\$ 914,070
<b>Direct Non-Staffing Expenses by Program</b>		
Leadership Academy Program	\$ 76,500	\$ 87,215
Additional Training Programs	\$ 7,500	\$ 3,800
Member Contracts	\$ 5,950	\$ 10,500
RIA Pricing Research Project	\$ -	\$ 477,000
Elected Official Training Project	\$ -	\$ 17,300
REAP 1.0 Tech Assistance	\$ 5,000	\$ 18,000
OPR Technical Assistance	\$ 42,000	\$ 500
Small Ad Hoc Contracts	\$ 2,500	\$ 500
State Contracts (CMAS) Placeholder	\$ 100	\$ 100
Regional Leadership Forum	\$ 145,000	\$ 211,500
Bulk Purchase Expenses	\$ 23,000	\$ 33,000
<b>Subtotal Direct Program Costs</b>	\$ 307,550	\$ 859,415
<b>General Information Sharing &amp; Communications Expenses</b>		
- Messaging Consultants /Writers	\$ 5,000	\$ -
- Graphics/Document Production/Licenses	\$ 5,000	\$ 18,000
- Communications Software/Web	\$ 12,000	\$ 18,000
- Memberships, Conferences & Subscriptions	\$ 16,000	\$ 25,000
- Travel (Not Related to Direct Project)	\$ 15,000	\$ 5,000
- On Call Administrative Support	\$ 5,000	\$ 20,000
- Awards & Recognition	\$ 2,000	\$ 2,000
- Advocacy Meeting Expenses	\$ -	\$ 4,000
- General Meeting Expenses	\$ 8,000	\$ 10,000
<b>Subtotal Info Sharing &amp; Communications</b>	\$ 68,000	\$ 102,000
<b>General Administrative and Office Expenses</b>		
- Rent	\$ 45,500	\$ 45,600
- Accountant (including tax return)	\$ 25,000	\$ 25,000
- FPPC filings	\$ 2,500	\$ 2,500
- General Office Expense; Supplies, Mail, postage, phone	\$ 7,000	\$ 14,000
- Liability Insurance	\$ 4,500	\$ 6,500
- Cable Access/ Utilities	\$ 4,500	\$ -
- Admin "Cloud" Systems/Software	\$ 6,000	\$ 12,000
- Printing and Duplicating	\$ 4,500	\$ 2,000
- Office Furnishing-Computers	\$ 5,000	\$ 11,000
- Miscellaneous	\$ 500	\$ 1,000
<b>Subtotal Administrative &amp; Office</b>	\$ 105,000	\$ 119,600
<b>TOTAL EXPENDITURES</b>	\$ 1,131,034	\$ 1,995,085
<b>NET INCOME</b>	\$ 936	\$ 1,849

## E. LINE ITEM NOTES

- **Dues Revenues.** Dues is increased by 4% this year. We did not raise dues until last year. The biggest cost pressure on our budget is staff costs. We have been fortunate because our benefits costs have been comparatively low as compared average employers. Over the same period of time, the consumer price index increased by 7.45 percent, the labor rate inflation increased by 6.7 percent, and the employment cost index increased by nearly 9.0 percent.
- **California Academy for Regional Leaders.** Our highly popular leadership program continues. Early interest suggests that we will have another full class. And initial conversations with Caltrans suggests that we can secure another round of support funding.
- **Member Contracts.** We enter into contracts with our members to provide services that go beyond the typical benefits of membership, are consistent with our mission, do not compromise our operations, do not involve advocacy, and do not conflict with the interests of other members. Our largest member contract is with our four largest MPOs where we facilitate conversations between peer staff (from planning directors to executive directors). One benefit is that CALCOG staff gains a greater understanding of operations and can better inform our other membership.
- **RIA Pricing.** This item was summarized in another agenda item that preceded this item.
- **Elected Official Training.** We have included this item in anticipation of having the award announced later this summer. It was favorably received in our interviews and the program we applied for was undersubscribed. As a result, staff took the unusual step of including the project despite not having the award formally confirmed.
- **CMAS Placeholder.** We include this placeholder as a marker that we are always on the look out for diverse revenue sources that are consistent with our mission. CALCOG is a pre-qualified CMAS contractor that allows us to bid through an expedited procurement process for specific kinds of state work.
- **Regional Leadership Forum (Annual Conference).** Last year we had our most well attended in person conference. From a budget perspective, the challenge is that facilities are getting much more expensive. We will have to adjust our registration prices accordingly. Fortunately we have been doing better raising revenues from corporate partners in recent years.
- **Bulk or Pass Through Revenues & Expenses.** This budget item represents the bulk purchasing service we are (slowly) building. We offer discounted subscriptions to the Capitol Morning Report (a 67% discount from a single license purchase) and a Politico News subscription. In addition, we just reached an agreement to offer a group rate (25% off) on a bill tracking service (Capitol Track) for our members who are not current subscribers. Over time, we would like to see this service expand into higher cost items and services and provide another way to diversify our revenues (and make us less reliant on dues).

- **Employee Staffing.** The salary line item includes a new government affairs analyst to backfill the staff time commitment that will be required by the new RIA Pricing work.
- **Non Staffing Direct Expenses by Project.** Each major revenue program area has a specific budget that outlines direct costs and staffing costs for each project. Those budgets are included in the materials.
- **Staffing Costs.** For purposes of billing, CALCOG budgets staff time based on a fully loaded hourly rate. The rate includes salary, benefits, overhead, and project administration. Overhead includes general administrative expenses in the budget plus an allocation of staff time from various employees. In this budget, the indirect rate is 17.7 percent or nearly \$52,000 per employee. An additional factor is also added to the final billing rate to account for specific project management costs. These figures are consistent across all projects.
- **Memberships Conferences Subscriptions.** This is a catch all category that captures our sources of information gathering. For example, our dues for the National Association of Regional Councils and the Association of Metropolitan Planning Organizations are billed to this account. We also charge news subscriptions and conference fees to this account.

**F. PROJECT LEVEL DIRECT EXPENSES**

**Revenues over Staff & Direct Costs for Contracted Projects**

	RIA PRICING	REAP 1 TA	BIG 4 MOU	ELECTED TRAINING	OPR
<b>REVENUES</b>					
Grant Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Revenues	\$ 700,000	\$ 150,000	\$ 130,000	\$ 60,000	\$ 8,000
Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	<b>\$ 700,000</b>	<b>\$ 150,000</b>	<b>\$ 130,000</b>	<b>\$ 60,000</b>	<b>\$ 8,000</b>
<b>STAFFING COSTS**</b>	<b>\$ 224,550</b>	<b>\$ 132,998</b>	<b>\$ 120,383</b>	<b>\$ 42,852</b>	<b>\$ 7,571</b>
<b>DIRECT EXPENSES</b>					
Professional Consultants	\$ 460,000 See Below	\$ 11,000	\$ -	\$ 10,000	\$ -
Facility Rental	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expenses	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -
Materials & Equipment	\$ 3,000	\$ -	\$ -	\$ 2,500	\$ -
Staff Education	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ -
Printing & Graphics	\$ 3,000	\$ 2,000	\$ -	\$ -	\$ -
Public Education	\$ -	\$ 2,000	\$ -	\$ -	\$ -
Travel	\$ 3,000	\$ 2,000	\$ 5,000	\$ 1,500	\$ 500
Miscellaneous	\$ 500	\$ 1,000	\$ 500	\$ 800	\$ -
Special Exp 1	\$ -	\$ -	\$ -	\$ -	\$ -
Special Exp 2	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL DIRECT</b>	<b>\$ 477,000</b>	<b>\$ 18,000</b>	<b>\$ 10,500</b>	<b>\$ 17,300</b>	<b>\$ 500</b>
<b>GROSS PROFIT</b>	<b>\$ (1,550)</b>	<b>\$ (998)</b>	<b>\$ (883)</b>	<b>\$ (152)</b>	<b>\$ (71)</b>

### Revenues & Direct Costs for Education Programs

	ACADEMY (CARL)				Workshops & Webinars				Regional Leadership Forum			
<b>REVENUES</b>		<b>Registrations</b>				<b>Registrations</b>				<b>Registrations</b>		
		Rate	No	Amt		Rate	no	Amt		Rate	no	Amt
Registrations	\$ 112,000	\$ 3,500	22	\$ 77,000	\$ 10,000	\$ 50	50	\$ 2,500	\$ 124,100	\$ 495	100	\$ 49,500
Partnership Revenues	\$ -	\$ 5,000	4	\$ 20,000	\$ 2,000	\$ 100	50	\$ 5,000	\$ 127,500	\$ 595	80	\$ 47,600
Grant Revenues	\$ -	\$ 7,500	2	\$ 15,000	\$ -	\$ 25	100	\$ 2,500	\$ -	\$ 675	40	\$ 27,000
Contract Revenues	\$ -				\$ -				\$ -			
Other Revenues	\$ -				\$ -				\$ -			
In Kind Contributions	\$ -	Rate	No	Amt	\$ -	Rate	No	Amt	\$ -	Rate	No	Amt
Rural County Travel Reimb.	\$ 2,000	\$ 1,500	0	\$ -	\$ -	\$ 1,000	2	\$ 2,000	\$ -	\$ 1,500	5	\$ 7,500
Surcharfe for CC Sales	\$ -	\$ 3,000	0	\$ -	\$ -	\$ 2,000	0	\$ -	\$ 2,000	\$ 3,000	15	\$ 45,000
Placeholder	\$ -	\$ 6,000	0	\$ -	\$ -	\$ 3,000	0	\$ -	\$ -	\$ 5,000	9	\$ 45,000
Placeholder	\$ -				\$ -	\$ 5,000	0	\$ -	\$ -	\$ 10,000	3	\$ 30,000
<b>TOTAL REVENUES</b>	<b>\$ 114,000</b>				<b>\$ 12,000</b>				<b>\$ 253,600</b>			
<b>DIRECT EXPENSES</b>												
Professional Consultants	\$ -				\$ -				\$ 5,000	Event Planner		
Staff Time	\$ -				\$ -				\$ 25,000			
Instructors/Speakers	\$ 25,000				\$ 1,000				\$ 19,000	Sac Convention Ctr		
Facility Rental	\$ 4,000				\$ -				\$ 25,000			
Audio Visual	\$ -				\$ 1,000				\$ 50,000			
Catering	\$ 15,000				\$ -				\$ 25,000	RR Museum Reception		
Main Reception	\$ -				\$ -				\$ 10,000			
Secondary Reception	\$ -				\$ -				\$ -			
Activities & Entertainment	\$ 12,000	Evening Team Bldg			\$ -				\$ 10,000	Staging		
Materials & Equipment	\$ 7,000	Inc. Education Materials			\$ -				\$ 3,000	Training, Ideas		
Staff Education	\$ 1,500				\$ -				\$ 11,000	Whova, Wifi		
Technology	\$ -				\$ -				\$ 2,000			
Printing & Graphics	\$ 1,200				\$ 1,200				\$ 2,000			
Advertising & Promotion	\$ 500				\$ -				\$ 2,000			
Bank & Processing	\$ -				\$ 100				\$ 500			
Travel	\$ 8,000				\$ -				\$ 3,000			
Hotel Charges	\$ -				\$ -				\$ 15,000			
Schwag	\$ 3,500	Awards			\$ -				\$ 1,500			
Miscellaneous	\$ 1,515				\$ 500				\$ 2,500			
Special Exp 1	\$ 2,000	Rural Co. Travel Expense			\$ -				\$ -			
Special Exp 2	\$ 6,000	Alumni Events			\$ -				\$ -			
Special Exp 3	\$ -				\$ -				\$ -			
Special Exp 4	\$ -				\$ -				\$ -			
Special Exp 5	\$ -				\$ -				\$ -			
Special Exp 6	\$ -				\$ -				\$ -			
<b>TOTAL DIRECT</b>	<b>\$ 87,215</b>				<b>\$ 3,800</b>				<b>\$ 211,500</b>			
<b>Net for EE &amp; OH</b>	<b>\$ 26,785</b>				<b>\$ 8,200</b>				<b>\$ 42,100</b>			

**G. PROPOSED MEMBER DUES SCHEDULE**

- **Seven-Tiered Dues Structure.** The CALCOG dues structure has seven tiers. Six of the tiers are based on population. The seventh “small cog” tier is for small councils of governments that have very limited budgets because they do not receive transportation funding.
- **A Note About Population and Dues.** The seven tiers are based on population. But in areas where members have overlapping jurisdictions, the population is “split” so that no one is counted twice. For example, the population of Placer County is divided equally between the Sacramento Area Council of Governments and Placer County Transportation Planning Agency (we also factor in a few thousand people who live in the Placer County portion of the Tahoe Basin for Tahoe Regional Planning Agency). We use figures from the Department of Finance. Sometimes this gets a little tricky: for example, the population of Western Riverside County is split between the Western Riverside Council of Governments, Riverside County Transportation Commission, and Southern California Association of Governments.
- **Surcharges for Focus Areas (e.g., MPOs & SB 375; COGs that do RHNA).** CALCOG also adds a surcharge for MPOs related to RTP/SCS work and COGs with responsibility for RHNA on the theory that these areas require more work and focus. The MPO and RHNA columns in the table below show the level of these surcharges.
- **Four Percent Dues Increase.** There is four percent dues increase this year. The next page shows a calculation for each member. The third-from-right column in the table below (labeled FY 24-25) shows the dues amount for the corresponding population level.

Base Dues Scale					4%		
Total FY 24/25 Dues \$ 533,214							
"CALCOG Population"	FY 20-21	FY 21-22	FY 22-23	23-24	FY 24-25	MPO	RHNA
1. Small COG	\$ 2,300	\$ 2,100	\$ 2,369	\$ 2,600	\$ 2,704	\$ 0	\$ 550
2. Less than 100,000	\$ 2,825	\$ 2,500	\$ 2,910	\$ 3,400	\$ 3,536	\$ 0	\$ 1,000
3. 100,000 to 300,000	\$ 3,300	\$ 3,050	\$ 3,399	\$ 3,850	\$ 4,004	\$ 1,900	\$ 1,500
4. 300,000 to 900,000	\$ 6,900	\$ 6,400	\$ 7,107	\$ 7,700	\$ 8,008	\$ 2,500	\$ 2,500
5. 900,000 to 1.75 M	\$ 11,850	\$ 11,350	\$ 12,206	\$ 12,800	\$ 13,312	\$ 3,000	\$ 3,000
6. 1.75 M to 6 M	\$ 26,000	\$ 25,200	\$ 26,780	\$ 27,000	\$ 28,080	\$ 4,500	\$ 4,000
7. Above 6 M - (SCAG)	\$ 36,500	\$ 35,600	\$ 37,595	\$ 38,000	\$ 39,520	\$ 6,000	\$ 5,000

## FY 24-25 Dues Schedule By Member

	MEMBER	CALCOG Pop*	Base Dues	MPO	RHNA	TOTAL
1	Alameda County Transportation Commission	835,417	\$ 8,008	\$ -	\$ -	\$ 8,008
2	Association of Bay Area Governments	2,172,086	\$ 28,080	\$ -	\$ 4,000	\$ 32,080
3	Association of Monterey Bay Area Governments	387,365	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
4	Butte County Association of Governments	210,291	\$ 4,004	\$ 1,900	\$ 1,500	\$ 7,404
5	Calaveras Council of Governments	45,023	\$ 3,536	\$ -	\$ -	\$ 3,536
6	Coachella Valley Association of Governments	203,989	\$ 4,004	\$ -	\$ -	\$ 4,004
7	Contra Costa Transportation Authority	576,781	\$ 8,008	\$ -	\$ -	\$ 8,008
8	Council of Fresno County Governments	1,023,358	\$ 13,312	\$ 3,000	\$ 3,000	\$ 19,312
9	El Dorado County Transportation Commission	108,882	\$ 4,004	\$ -	\$ -	\$ 4,004
10	Humboldt County Association of Governments	133,302	\$ 4,004	\$ -	\$ 550	\$ 4,554
11	Imperial County Transportation Commission	94,389	\$ 3,536	\$ -	\$ -	\$ 3,536
12	Kern Council of Governments	917,553	\$ 13,312	\$ 3,000	\$ 3,000	\$ 19,312
13	Kings County Association of Governments	153,608	\$ 4,004	\$ 1,900	\$ 1,500	\$ 7,404
14	Lake County/City Area Planning Council	64,040	\$ 3,536	\$ -	\$ 1,000	\$ 4,536
15	Los Angeles County Metropolitan Transportation Authority	5,086,476	\$ 28,080	\$ -	\$ -	\$ 28,080
16	Madera County Transportation Commission	158,147	\$ 4,004	\$ 1,900	\$ -	\$ 5,904
17	Mendocino Council of Governments	87,946	\$ 3,536	\$ -	\$ 1,000	\$ 4,536
18	Merced County Association of Governments	283,521	\$ 4,004	\$ 1,900	\$ 1,500	\$ 7,404
19	Metropolitan Transp Commission	2,172,086	\$ 28,080	\$ 4,500	\$ -	\$ 32,580
20	Napa Valley Transportation Authority	69,544	\$ 3,536	\$ -	\$ -	\$ 3,536
21	Orange County Council of Governments	n/a	\$ 2,704	\$ -	\$ -	\$ 2,704
22	Orange County Transportation Authority	1,597,166	\$ 13,312	\$ -	\$ -	\$ 13,312
23	Placer County Transportation Planning Agency	249,275	\$ 4,004	\$ -	\$ -	\$ 4,004
24	Riverside County Transportation Commission	610,576	\$ 8,008	\$ -	\$ -	\$ 8,008
25	Sacramento Area Council of Governments	2,155,487	\$ 28,080	\$ 4,500	\$ 4,000	\$ 36,580
26	San Benito Council of Governments	31,177	\$ 3,536	\$ -	\$ 1,000	\$ 4,536
27	San Bernardino Associated Governments	1,090,269	\$ 13,312	\$ -	\$ -	\$ 13,312
28	San Diego Association of Governments	3,343,355	\$ 28,080	\$ 4,500	\$ 4,000	\$ 36,580
29	San Gabriel Valley Council of Governments	700,000	\$ 8,008			\$ 8,008
30	San Joaquin Council of Governments	773,632	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
31	San Luis Obispo Council of Governments	277,259	\$ 4,004	\$ 1,900	\$ 1,500	\$ 7,404
32	San Mateo County/City Association of Governments	386,622	\$ 4,004	\$ -	\$ 1,000	\$ 5,004
33	Santa Barbara County Association of Governments	451,840	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
34	Santa Clara Valley Transportation Authority	980,985	\$ 13,312	\$ -	\$ -	\$ 13,312
35	Santa Cruz County Regional Transp Commission	135,617	\$ 4,004	\$ -	\$ -	\$ 4,004
36	Shasta County Regional Transp Planning Agency	178,045	\$ 4,004	\$ 1,900	\$ -	\$ 5,904
37	Solano Transportation Authority	220,112	\$ 4,004	\$ -	\$ -	\$ 4,004
38	Sonoma County Transportation Authority	246,490	\$ 4,004	\$ -	\$ -	\$ 4,004
39	Southern California Association of Governments	9,510,894	\$ 39,520	\$ 6,000	\$ 5,000	\$ 50,520
40	South Bay Council of Governments	n/a	\$ 2,704	\$ -	\$ -	\$ 2,704
41	Stanislaus Council of Governments	557,709	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
42	Tahoe Regional Planning Agency	20,000	\$ 3,536	\$ 1,900	\$ -	\$ 5,436
43	Tahoe Transportation District	20,000	\$ 3,536	\$ -	\$ -	\$ 3,536
44	Transportation Agency for Monterey County	220,572	\$ 4,004	\$ -	\$ -	\$ 4,004
45	Transportation Agency for Marin	130,000	\$ 4,004			
46	Tulare County Association of Governments	479,977	\$ 8,008	\$ 2,500	\$ 2,500	\$ 13,008
47	Tuolumne County Transportation Council	54,917	\$ 3,536	\$ -	\$ -	\$ 3,536
48	Ventura County Transp Commission	421,443	\$ 8,008	\$ -	\$ -	\$ 8,008
49	Western Riverside Council of Governments	406,800	\$ 8,008	\$ -	\$ -	\$ 8,008
	<b>TOTALS</b>		\$ 435,864	\$ 51,300	\$ 46,050	\$ 533,214
	<b>Totals</b>		\$ 435,864	\$ 51,300	\$ 46,050	\$ 533,214

\* CALCOG Population. Population is split between members when there is overlapping populations.

# Attachment

Joint SANDAG Borders Committee  
meeting agenda 6/21/24



# Transportation, Borders, and Regional Planning Committee Joint Session

Friday, June 21, 2024  
9 a.m.

Welcome to SANDAG. The Transportation, Borders, and Regional Planning Committee Joint Session meeting scheduled for Friday, June 21, 2024, will be held in person in the SANDAG Board Room. While Committee members will attend in person, members of the public will have the option of participating either in person or virtually.

For public participation via Zoom webinar, click the link to join the meeting: <https://us02web.zoom.us/j/81008435897>

Webinar ID: 810 0843 5897

To participate via phone, dial a number based on your current location in the US:

+1 (669) 900-6833      +1 (929) 205-6099      International numbers available: <https://us02web.zoom.us/j/81008435897>

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**Public Comments:** Members of the public may speak to the Committees on any item at the time the Committees are considering the item. Public speakers are generally limited to three minutes or less per person.

Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at [clerkoftheboard@sandag.org](mailto:clerkoftheboard@sandag.org) (please reference the Transportation, Borders, and Regional Planning Committee Joint Session meeting in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. the business day before the meeting will be provided to members prior to the meeting. All comments received prior to the close of the meeting will be made part of the meeting record.

If you desire to provide in-person verbal comment during the meeting, please fill out a speaker slip, which can be found in the lobby. If you have joined the Zoom meeting by computer or phone, please use the "Raise Hand" function to request to provide public comment. On a computer, the "Raise Hand" feature is on the Zoom toolbar. By phone, enter \*9 to "Raise Hand" and \*6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those in person and joining via a computer, and by the last three digits of the phone number of those joining via telephone. Should you wish to display media in conjunction with your comments, please inform the Clerk when called upon. The Clerk will be prepared to have you promoted to a position where you will be able to share your media yourself during your allotted comment time. In-person media sharing must be conducted by joining the Zoom meeting on the personal device where the content resides. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other "housekeeping" matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made in writing via email or speaker slip, or verbally per the instructions above.

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**Vision Statement:** *Pursuing a brighter future for all*

**Mission Statement:** *We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.*

**Our Commitment to Equity:** *We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.*

*We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. The SANDAG equity action plan will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.*

*We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.*

# Joint Transportation Committee Session

Friday, June 21, 2024

## Comments and Communications

### 1. Non-Agenda Public Comments/Member Comments

Members of the public shall have the opportunity to address the Transportation, Regional Planning, and Borders Committees on any issue within the jurisdiction of the respective Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Public comments under this agenda item will be limited to five public speakers. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Transportation, Regional Planning, and Borders Committees members and SANDAG staff also may present brief information and announcements under this agenda item.

## Transportation Committee Consent

### +2 Approval of Meeting Minutes

*Victoria Stackwick, Tessa Lero, SANDAG*

Approve

The Transportation Committee is asked to approve the minutes from its May 17, 2024 meeting.

[Meeting Minutes](#)

### +3 Federal Transit Administration Section 5311 Program of Projects

*Susan Huntington, Richard Radcliffe, SANDAG*

Recommend

The Transportation Committee is asked to recommend the Board of Directors approve the Federal Fiscal Year 2024 apportionments of Federal Transit Administration Section 5311 Non-Urbanized Area Formula Program funds for the San Diego region.

[FTA Section 5311 Program of Projects](#)

### +4 FY 2025 Transportation Development Act Unobligated Funds Reserve Release

*Kimberly Trammel, Marcus Pascual, SANDAG*

Recommend

The Transportation Committee is asked to recommend that the Board of Directors adopt Resolution Nos. 2024-20 through 2024-23, approving the release of TDA reserves as requested by the Metropolitan Transit System, North County Transit District, the Consolidated Transportation Services Agency, and SANDAG.

[FY 2025 TDA Claim Reserve Release](#)

[Att. 1 - TDA Summary of FY 2025 Reserve Release Claims](#)

[Att. 2 - Exhibit A - FACT CTSA FY 2025 Workplan\\_Reserve Release.pdf](#)

[Att. 3 - C1 - Planning Reso 2024-20](#)

[Att. 3 - C2 - Art 3 Reso 2024-21 Reserve Release](#)

[Att. 3 - C3 - Art 4 Reso 2024-22 Reserve Release](#)

[Att. 3 - C4 - Art 4.5 Reso 2024-23 Reserve Release](#)

### +5 FY 2025 Transportation Development Act and State Transit Assistance Claims

*Kimberly Trammel, Marcus Pascual; SANDAG*

Recommend

The Transportation Committee is asked to recommend that the Board of Directors:  
1) adopt Resolution Nos. 2024-24 through 2024-29, approving the FY 2025 Transportation Development Act and State Transit Assistance (STA) claims; and  
2) approve the STA findings as certified by North County Transit District.

[FY 2025 TDA and STA Claims](#)

[Att. 1 - TDA Summary of FY 2025 Claims](#)

[Att. 2 - Description of TDA STA Claims](#)

[Att. 2 - Exhibit A - FACT CTSA FY 2025 Workplan](#)

[Att. 2 - Exhibit B - FY 2025 STA Certification](#)

[Att. 2 - Exhibit C1 - Planning Reso 2024-24](#)

[Att. 2 - Exhibit C2 - Art 3 Reso 2024-25](#)

[Att. 2 - Exhibit C3 - Art 4 Reso 2024-26](#)

[Att. 2 - Exhibit C4 - Art 4.5 Reso 2024-27](#)

[Att. 2 - Exhibit C5 - Art 8 Reso 2024-28](#)

[Att. 2 - Exhibit D STA Resolution 2024-29](#)

**+6 FY 2024 Transportation Development Act Claim Amendment**

Adopt

*Kimberly Trammel, Marcus Pascual, SANDAG*

The Transportation Committee is asked to adopt Resolution No. 2024-30, approving the FY 2024 Transportation Development Act claim amendment for the North County Transit District.

[FY 2024 TDA Claim Amendment](#)

[Att. 1 - NCTD FY 2024 Art. 4 Amended Annual TDA Claim Letter](#)

[Att. 2 - NCTD Art 4 Reso. 2024-30](#)

**+7. 2023 Regional Transportation Improvement Program Amendment No. 13 and Air Quality Conformity Re-determination**

Recommend

*Susan Huntington, Kirsten Uchitel, Richard Radcliffe, SANDAG*

The Transportation Committee is asked to recommend that the Board of Directors adopt Resolution No. 2024-31, approving Amendment No. 13 to the 2023 Regional Transportation Improvement Program and adopting air quality conformity re-determination.

[2023 RTIP Amendment No. 13 Report](#)

[Att. 1 - 2023 RTIP Amendment No. 13 Resolution](#)

[Att. 2 - Table 1 - Summary of Changes Report Amendment No. 13](#)

**+8 Annual Public Transit Report**

Recommend

*Antoinette Meier, Zaccary Bradt, SANDAG*

The Transportation Committee is asked to recommend that the Board of Directors approve the report for submission to the state legislature.

[Annual Public Transit Report](#)

[Att. 1 - Annual Report on Public Transit in the San Diego Region](#)

**Joint Transportation, Regional Planning, and Borders Committees Reports**

**+9 Regional Plan: Public Health and Safety**

Information

*Antoinette Meier, Sam Sanford, SANDAG; Domingo Vigil, Deputy Director of SDAPCD; Dr. Anne Marie Birbeck-Garcia, Pediatric Hospitalist and Public Health Member, SDAPCD; and Dr. Larry Frank, Professor of Urban Studies and Planning, UCSD*

Staff and expert panelists will discuss opportunities to address public health and safety through the 2025 Regional Plan. Staff will also present an update on its work related to safety in the Vision Zero Action Plan.

[Regional Plan Public Health and Safety  
Resolution No. 2024-04](#)

Information

**+10. Regional Plan: Flexible Fleets and Advanced Air Mobility**

*Antoinette Meier, April DeJesus, Kate McCauley, SANDAG; Chris Orlando, NCTD;  
Chris Fernando, Hoyecon*

Flexible fleets are a core component of the 2025 Regional Plan. Staff from SANDAG and NCTD will present on current pilot projects, a new Flexible Fleets funding program that is under development, and efforts to proactively plan for the next generation of flexible fleets: Advanced Air Mobility.

[2025 Regional Plan Flexible Fleet  
Att. 1 - SANDAG AAM Collaborative Guiding Principles](#)

**11. Adjournment**

The next Borders Committee meeting is scheduled for June 28, 2024, at 1 p.m.

The next Regional Planning Committee meeting is scheduled for July 5, 2024, at 1 p.m.

The next Transportation Committee meeting is scheduled for July 19, 2024, at 9 a.m.

+ next to an agenda item indicates an attachment

June 21, 2024

## May 17, 2024, Meeting Minutes

[View Meeting Video](#)

Chair Jack Shu (East County) called the meeting of the Transportation Committee to order at 9:02 a.m.

### 1. Public Comments/Communications/Member Comments

Public Comments: Robert German, Dan Summers, Alex Wong, Blair Beekman, and The Original Dra.

Member Comments: None.

### Consent

### 2. Approval of Meeting Minutes

The Transportation Committee was asked to approve the minutes from its April 19, 2024, meeting.

### 3. FY 2025 Transit Capital Improvement Program

The Transportation Committee was asked to recommend that the Board of Directors:

1. Approve the submittal of Federal Transit Administration grant applications for the San Diego region; and
2. Adopt Regional Transportation Commission Resolution No. RTC-2024-02, in substantially the same form, approving Amendment No. 11 to the 2023 Regional Transportation Improvement Program.

Public Comments: The Original Dra and Blair Beekman.

Action: Upon a motion by Deputy Mayor Jewel Edson (North County Transit District) and a second by Councilmember John Duncan (North County Coastal), the Transportation Committee voted to approve the Consent Agenda.

The motion passed.

Yes: Chair Shu, Rafael Perez (San Diego County Regional Airport Authority), Councilmember Raul Campillo (City of San Diego), Supervisor Monica Montgomery Steppe (County of San Diego), Councilmember Vivian Moreno (Metropolitan Transit System), Councilmember David Zito (North County Coastal), Mayor Dane White (North County Inland), Deputy Mayor Edson, and Councilmember Duncan.

No: None.

Abstain: None.

Absent: Port of San Diego.

### Reports

### 4. Specialized Transportation Grant Program Cycle 13 Call for Projects

Associate Grants Program Analyst Zach Rivera presented the item.

The Transportation Committee was asked to recommend that the Board of Directors approve the Specialized Transportation Grant Program Cycle 13 Call for Projects and related recommendations.

Public Comments: Lisa Nokes, Adiranna Yemhatpe, Deborah Martin, Kristine Stensberg, Kaley Levitt, Marcy Roke, Marilyn Greenblatt, Phil Monroe, Christopher Anguiano, Dan Toda, Mark Fletcher,

Arun Prem, Tony San Nicholas, Blair Beekman, and Jean Durgan.

Action: Upon a motion by Councilmember Duncan, and a second by Mayor White, the Transportation Committee voted to recommend that the Board of Directors approve the proposed STGP Cycle 13 Call for Projects in substantially the same form as provided in Attachment 2, with staff recommendation No. 1 amended to state:

No. 1: Approve the proposed STGP Cycle 13 Call for Projects, including the evaluation criteria and process for awarding funding, except that the Board shall retain discretion over the final Section 5310 awards subject to FTA requirements and a 2/3 vote by the Board.

The motion passed.

Yes: Chair Shu, Mayor Esther Sanchez (San Diego County Regional Airport Authority), Councilmember Campillo, Councilmember Zito, Mayor White, Deputy Mayor Edson, and Councilmember Duncan.

No: Supervisor Montgomery Steppe and Councilmember Moreno.

Abstain: None.

Absent: Port of San Diego.

Action: Upon a motion by Chair Shu, and a second by Vice Chair Kranz, the Transportation Committee voted to recommend that the Board of Directors approve the proposed STGP Cycle 13 Call for Projects staff recommendations No. 2 and No. 4.

The motion passed.

Yes: Chair Shu, Mayor Sanchez, Councilmember Campillo, Supervisor Montgomery Steppe, Councilmember Moreno, Councilmember Zito, Deputy Mayor Edson, and Councilmember Duncan.

No: Mayor White.

Abstain: None.

Absent: Port of San Diego.

A motion was made by Chair Shu, and seconded by Mayor Sanchez, to recommend that the Board approve staff recommendation No. 3, amended to state:

No. 3: Should the Board approve a direct allocation of Section 5310 funds to Facilitating Access to Coordinated Transportation (FACT), exempt the direct allocation of Section 5310 funds to FACT from FACT's maximum grant award amount, and prohibit FACT from competing for the remaining Section 5310 grant funding.

Councilmember Musgrove requested a friendly amendment to the motion to add "and/or receiving" so the action would state: Should the Board approve a direct allocation of Section 5310 funds to Facilitating Access to Coordinated Transportation (FACT), exempt the direct allocation of Section 5310 funds to FACT from FACT's maximum grant award amount, and prohibit FACT from competing for and/or receiving the remaining Section 5310 grant funding.

The makers of the motion and the second accepted the friendly amendment.

Senior Legal Counsel Betsy Blake informed the members that an amendment to a motion on the floor requires unanimous consent or a vote to be accepted. Councilmember Duncan stated he did not accept the friendly amendment.

The Transportation Committee voted to accept the friendly amendment to the motion.

The motion passed.

Yes: Chair Shu, Mayor Sanchez, Councilmember Campillo, Supervisor Montgomery Steppe,

Councilmember Moreno, Councilmember Zito, and Deputy Mayor Edson.

No: Mayor White and Councilmember Duncan.

Abstain: None.

Absent: Port of San Diego.

The Transportation Committee voted on the motion made by Chair Shu, and seconded by Mayor Sanchez, to recommend that the Board approve staff recommendation No. 3, amended to state:

No. 3: Should the Board approve a direct allocation of Section 5310 funds to Facilitating Access to Coordinated Transportation (FACT), exempt the direct allocation of Section 5310 funds to FACT from FACT's maximum grant award amount, and prohibit FACT from competing for and/or receiving the remaining Section 5310 grant funding.

The motion passed.

Yes: Chair Shu, Mayor Sanchez, Councilmember Campillo, Supervisor Montgomery Stepp, , Councilmember Zito, Mayor White, Deputy Mayor Edson, and Councilmember Duncan.

No: Councilmember Moreno.

Abstain: None.

Absent: Port of San Diego.

#### **5. Active Transportation Program Cycle 7 Call for Projects**

Grants Program Manager Jenny Russo presented the item.

Public Comments: Blair Beekman.

Action: Upon a motion by Supervisor Montgomery Stepp, and a second by Deputy Mayor Edson, the Transportation Committee voted to recommend that the Board of Directors adopt Resolution No. 2024-19, certifying the submission of the proposed 2025 San Diego Regional Active Transportation Program Call for Projects to the California Transportation Commission for use in the 2025 San Diego Regional Active Transportation Program competition.

The motion passed.

Yes: Chair Shu, Vice Chair Kranz, Mayor Sanchez, Councilmember Campillo, Supervisor Montgomery Stepp, Councilmember Moreno, Deputy Mayor Edson, and Councilmember Duncan.

No: None.

Abstain: None.

Absent: North County Inland and Port of San Diego.

#### **6. Transportation Development Act: FY 2024 Productivity Improvement Program and FY 2025 Allocations**

Senior Regional Manager Brian Lane presented the item.

Public Comments: Alex Wong and Blair Beekman.

Upon a motion by Mayor Sanchez and a second by Councilmember Moreno, the Transportation Committee voted to recommend that the Board of Directors approve the eligibility of the Metropolitan Transit System and North County Transit District to receive their FY 2025 Transportation Development Act allocations of funds.

The motion passed.

Yes: Chair Shu, Vice Chair Kranz, Mayor Sanchez, Councilmember Campillo, Supervisor Montgomery

Steppe, Councilmember Moreno, Mayor White, Deputy Mayor Edson, and Councilmember Duncan.

No: None.

Abstain: None.

Absent: Port of San Diego.

## **7. San Diego LOSSAN Rail Realignment Project Update**

Regional Planning Program Manager Danny Veeh presented an update on the San Diego LOSSAN Rail Realignment Project.

Public Comments: Robert Germann, Alex Wong, and Blair Beekman.

Action: Information.

## **8. Adjournment**

The next meeting of the Transportation Committee is scheduled for Friday, June 21, 2024, at 9 a.m.

Chair Shu adjourned the meeting at 11:57 a.m.

DRAFT

## Attendance at Transportation Committee Meeting

Jurisdiction	Name	Member/ Alternate	Attend
San Diego County Regional Airport Authority	Mayor Esther Sanchez	Member	Yes 9:21
	Rafael Perez	Alternate	Yes
City of San Diego	Raul Campillo	Member	Yes
	Councilmember Marni von Wilpert	Alternate	No
County of San Diego	Supervisor Monica Montgomery Steppe	Member	Yes
	Supervisor Joel Anderson	Alternate	No
	Supervisor Nora Vargas	Alternate	No
East County	Chair Jack Shu	Member	Yes
	Vacant	Alternate	No
Metropolitan Transit System	Councilmember Vivian Moreno	Member	Yes
	Councilmember Marcus Bush	Alternate	No
North County Coastal	Vice Chair Tony Kranz	Member	Yes
	Councilmember David Zito	Alternate	Yes
North County Inland	Mayor Dane White	Member	Yes
	Councilmember Ed Musgrove	Alternate	Yes
North County Transit District	Councilmember Priya Bhat-Patel	Member	No
	Deputy Mayor Jewel Edson	Alternate	Yes
	Councilmember Corinna Contreras	Alternate	No
Port of San Diego	Chairman Frank Urtasun	Member	No
	Job Nelson	Alternate	No
South County	Councilmember John Duncan	Member	Yes
	Councilmember Jose Rodriguez	Alternate	No
Caltrans	Everett Townsend	Member	No
	Ann Fox	Alternate	No
	Roy Abboud	Alternate	Yes
Southern California Tribal Chairmen's Association	Erica Pinto	Member	No
	James Hill	Member	No

June 21, 2024

## Federal Transit Administration Section 5311 Program of Projects

### Overview

The Federal Transit Administration (FTA) provides funding for capital and operating assistance to agencies providing transportation services in rural areas through the Section 5311 Non-Urbanized Area Formula Program. On April 8, 2024, Caltrans published the estimated apportionments for the Federal Fiscal Year (FFY) 2024 and requested a call for projects. For the San Diego area, this program is divided between the Metropolitan Transit System (MTS) and the North County Transit District (NCTD) by a formula based on the rural population served by each agency.

### Key Considerations

FTA Section 5311 funds are initially apportioned to the state. The state, in turn, reapportions the funds to the regions based solely on the regional rural population as a share of the total state rural population. Consistent with an agreement with the transit agencies approved in FY 2007, the SANDAG Board of Directors allocates these federal funds based on service area rural population: 59% to NCTD and 41% to MTS. The applications from the transit agencies as well as the SANDAG-approved Section 5311 Program of Projects were due to the state by May 30, 2024.

Based on Caltrans estimate, there is \$1,063,345 available for San Diego County for FFY 2024. Of this amount NCTD will receive \$627,374 (59%) and MTS will receive \$435,971 (41%) in FFY 2024. MTS intends to use these funds for intercity bus operations, and NCTD will use these funds for operating costs associated with rural bus routes.

The projects also must be included in an approved Regional Transportation Improvement Program (RTIP). Projects from both agencies were included in [Amendment No. 11, to the 2023 RTIP](#), which was approved by the SANDAG Board of Directors at its May 24, 2024, meeting.

### Next Steps

Upon recommendation by the Transportation Committee, this item will be presented to the Board for approval. MTS and NCTD will then submit their FFY 2024 FTA Section 5311 applications prior to receiving the funds.

***Susan Huntington, Director of Financial Planning, Budget, and Grants***

#### Action: **Recommend**

The Transportation Committee is asked to recommend the Board of Directors approve the Federal Fiscal Year 2024 apportionments of Federal Transit Administration Section 5311 Non-Urbanized Area Formula Program funds for the San Diego region.

#### **Fiscal Impact:**

Caltrans estimates \$1,063,345 of FTA Section 5311 funds are available for the San Diego region.

#### **Schedule/Scope Impact:**

None

June 21, 2024

## Fiscal Year 2025 Transportation Development Act Unobligated Funds Reserve Release

### Overview

Each year the Board of Directors approves the annual apportionments for the Transportation Development Act (TDA) program based on estimates. The transit operators and other member agencies submit their annual TDA claims based on the approved annual apportionment and in compliance with [SANDAG Board Policy No. 027](#). However, past actual TDA revenues have come in over the estimated amounts that apportionments are based on, leaving an unobligated fund reserve. SANDAG would like to release a portion of the reserve amounts to the Consolidated Transportation Services Agency (CTSA), SANDAG, MTS and NCTD. This is distributed equitably among the agencies using the same formula requirements in the annual apportionment process.

Attachment 1 provides a summary of the allocation of the FY 2025 Unobligated Fund Reserve Release. Attachment 2 contains the required resolutions for the FY 2025 Unobligated Funds Reserve Release.

### Key Considerations

The TDA program is the major funding source that supports the region's public transit operators and nonmotorized transportation projects, like bicycle and pedestrian projects. TDA funds come from a quarter of a percent of state sales tax assessed in the region.

The total amount of unobligated reserve funds to be released is \$4,538,283 and will be used to support SANDAG administration and planning, MTS and NCTD operations and capital, CTSA operations, and SANDAG Bicycle and Pedestrian projects. Article 3 claims provide for the development of bicycle and pedestrian facilities and are allocated based on a regionwide priority list of projects.

### Next Steps

Pending approval of the TDA Reserve Release claims by the Board, the County Auditor would disburse TDA monies in accordance with the allocation instructions from SANDAG.

### **Kimberly Trammel, Director of Accounting and Finance**

Attachments:

1. Summary of claims for FY 2025 Transportation Development Act Unobligated Funds Reserve Release Claims
2. FACT CTSA FY 2025 Workplan for Reserve Release
3. Resolution Nos. 2024-20 through 2024-23 Approving the FY 2025 Transportation Development Act Unobligated Funds Reserve Release Claims

### Action: **Recommend**

The Transportation Committee is asked to recommend that the Board of Directors adopt Resolution Nos. 2024-20 through 2024-23, approving the release of TDA reserves as requested by the Metropolitan Transit System, North County Transit District, the Consolidated Transportation Services Agency, and SANDAG.

### Fiscal Impact:

The total Transportation Development Act (TDA) claim reserve release amount for San Diego County is \$4,538,283.

### Schedule/Scope Impact:

TDA funding may be used for various transit planning, programming, and administrative-related expenses; funding of bike and pedestrian facilities; and support of community transit services.

**TRANSPORTATION DEVELOPMENT ACT**  
**SUMMARY OF FY 2025 Reserve Release CLAIMS**

	Metropolitan Transit System	North County Transit District	SANDAG	Coordinated Transportation Services Agency	Bicycle and Pedestrian	County Auditor	Total*
FY 2025 Reserve Release	\$3,050,104	\$1,247,887	\$148,187	\$4,302	\$87,802	\$0	\$4,538,283
<b>Total Available to Claim</b>	<b>3,050,104</b>	<b>1,247,887</b>	<b>148,187</b>	<b>4,302</b>	<b>87,802</b>	<b>0</b>	<b>4,538,283</b>
<b>FY 2025 Reserve Release Claims</b>							
Article 3 - Non-Motorized (bicycle and pedestrian)					(87,802)		(87,802)
Article 4 - General Public Transit							0
Operations	(2,842,090)						(2,842,090)
Capital	0	(1,166,802)					(1,166,802)
Capital Transfer to SANDAG	0	0					0
Support of ADA Operations	0	0					0
Administrative/Planning Transfer to SANDAG	(58,409)	(19,877)					(78,286)
<b>Subtotal Article 4</b>	<b>(2,900,499)</b>	<b>(1,186,680)</b>					<b>(4,087,179)</b>
Article 4.5 - Community Transit Service (accessible service for the disabled)							
Operations	(149,605)	(61,208)		(4,302)			(215,115)
<b>Subtotal Article 4.5</b>	<b>(149,605)</b>	<b>(61,208)</b>		<b>(4,302)</b>			<b>(215,115)</b>
Article 8 - Special Provisions							
Express bus	0						0
Ferry service	0						0
<b>Subtotal Article 8</b>	<b>0</b>	<b>0</b>					<b>0</b>
Planning/Administration							
Administration			(12,411)			0	(12,411)
SANDAG Regional Planning			(135,776)				(135,776)
<b>Subtotal Planning/Administration</b>			<b>(148,187)</b>			<b>0</b>	<b>(148,187)</b>
<b>Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\* Totals may not add up due to rounding.

Full Access & Coordinated Transportation, Inc. (FACT)  
Consolidated Transportation Services Agency (CTSA) for San Diego County

Work Plan for Fiscal Year 2025

As defined in the Social Services Transportation Improvement Act (AB 120), the CTSA is a public entity responsible for improving transportation services required by social service recipients by promoting the consolidation and coordination of social service transportation services. The scope of CTSA activities include being the regional coordinator of social service transportation information, centralized administration and dispatching, identification and consolidation of funding sources, coordinated and consolidated training programs and combined purchasing of vehicles, supplies and equipment.

In 2006 San Diego Association of Governments (SANDAG) designated Full Access & Coordinated Transportation, Inc. (FACT) the Consolidated Transportation Services Agency (CTSA) for San Diego County. As the CTSA, FACT works to improve dedicated transportation services for people with disabilities, seniors, social service agencies, health care providers, various organizations and individuals within San Diego County. FACT is also the planning representative of the social service transportation community and works with the region to develop updates to the Coordinated Plan. FACT has begun the process to update the Business Plan (2025-2030 Business Plan Update) that forms the planning foundation for organizational development and the expansion of coordinated services in the region.

**Expenses:**

**1. One-call/one-click Mobility Center**

**Maintain FACT website**

- Maintain FACT website to keep content current, optimized for searching
- Use website for marketing and outreach

**Maintain transportation provider database**

- Update content of the provider database on an ongoing basis
- Conduct outreach with potential new providers
- Optimize website travel planner for finding suitable transportation

**Telephone Referrals**

- Respond to telephone requests for transportation information. Educate callers about transportation options from database.
- Provide enhanced in-person customer service where necessary to assist with ADA application process or take reservations for other providers, etc.

**2. Regional Coordination**

**Administer Council on Access and Mobility (CAM) and Other Meetings**

- Conduct Council on Access and Mobility (CAM) meetings (at least 4 annually) and other meetings related to regional coordination
- Continue outreach to providers

Full Access & Coordinated Transportation, Inc. (FACT)  
Consolidated Transportation Services Agency (CTSA) for San Diego County

Work Plan for Fiscal Year 2025

- Represent CAM during Level 3 or higher emergencies and coordinate disaster response as needed. Coordinate with the County Office of Emergency Services (OES) to ensure effective emergency preparedness planning. Assist OES to develop an emergency response plan.
- Conduct monthly FACT Board of Director Meetings and Board subcommittees as needed

**Training/Workshops**

- Facilitate a workshop/ training on issues of interest to CAM and partners
- Include guest speakers and educational items during CAM meetings

**Support for grantees**

- Provide letters of support to agencies applying for grants after verifying coordination efforts.
- Assist applicants in finding coordination opportunities
- Form partnerships to apply for grants where appropriate
- Offer compliance related information to grantees

**Coordinated Planning**

- Provide ongoing technical assistance and support to social service transportation providers and all other interested parties to find solutions to overcome identified barriers to coordination, consolidation and collaboration
- Coordinate and conduct surveys, and assessments, both formal and informal, to determine stakeholder transportation needs, vehicle and other relevant resources and barriers to coordination
- Make presentations to stakeholder groups
- Evaluate coordinated programs for pilot projects leading to regional deployment
- Market services through press releases, brochures, newsletters, newspaper articles, special events, workshops, and community trainings.
- Participation in Social Services Transportation Advisory Council (SSTAC), ADA Review Groups, Alliance for Regional Solutions (ARS), Volunteer Driver Coalition, and Age Well Meetings, etc.
- Attend SANDAG Transportation Committee, SANDAG Board, NCTD and MTS Board, City Council, and County Board of Supervisors meetings as needed.
- Provide input, data, and pictures for the SANDAG Coordinated Plan.

**Coordinated transportation and vehicle sharing**

- Partner with social service agencies, healthcare providers, cities, County of San Diego, and transit agencies to assist clients in need of transportation.
- Partner with social service agencies, specialized transportation providers, and brokerage partners to share accessible vehicles.

**3. Management of CTSA Activities**

- Disseminate quarterly CTSA FACT Newsletter to ensure ongoing awareness of current related events
- Maintain the CTSA Mailing List

Full Access & Coordinated Transportation, Inc. (FACT)  
Consolidated Transportation Services Agency (CTSA) for San Diego County

Work Plan for Fiscal Year 2025

- Complete all required reporting
- Maintain memberships in State and National organizations committed to coordinated transportation and non-profit corporation development: California Association for Coordinated Transportation (Cal-Act), American Public Transportation Association (APTA), etc.
- Travel to conferences and sponsored trainings.
- Annually update FACT's Business Plan covering the following areas: governance, regional needs assessment, integration of current CTSA work activities, technical assistance and coordination planning, information and marketing initiatives, service contracting and operations programs, policy development and advocacy, trip demand estimation and utilization projections, funding and financial projections.
- Maintain FACT's staff to ensure capacity to support ongoing programs and services and expansion as per the approved Business Plan.
- Participate in Annual TDA 4.5 Audit, Internal Agency Audit, and Triennial TDA 4.5 Audits
- Report Scope of Work deliverables to SANDAG quarterly

**4. Grant Support**

- Apply for Section 5310, Senior Mini-Grant, and other grant funding to support core CTSA activities
- Provide local match funds as needed to support awarded grant projects

**5. Transportation services**

- Provide RideFACT transportation for seniors, individuals with disabilities, and other underserved vulnerable populations in San Diego County.

All TDA 4.5 funding for FY 2025 will be used for CTSA activities. FACT was awarded 5310 funding to support these activities.

**FACT/CTSA  
TDA 4.5 Reserve Release Claim  
Expense Request  
FY 2025**

<b>1. One-call/One-click Mobility Center</b>		
Rent		0.00
Indirect Costs		0.00
Telephony, Software Development		0.00
Website Maintenance/Development		0.00
Outreach/Marketing		0.00
<b>2. Regional Coordination</b>		
CAM, Board, Trainings, and Other Meeting Expenses		0.00
<b>3. Management of CTSA Activities</b>		
Salaries and Benefits		4,302.00
<b>Total Request</b>		<b>\$ 4,302.00</b>



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**Resolution No. 2024-20**

**Approving the Allocation of FY 2025 Transportation Development Act Unobligated Funds Reserve Release Planning and Administration**

WHEREAS, the Transportation Development Act (TDA) claimants listed below have submitted claims for FY 2025 TDA Unobligated Funds Reserve Release pursuant to Chapter 4, Article 3 (PUC 99233.1 and 99233.2), of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments has determined that the claims are eligible pursuant to the provisions of the TDA, as amended; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. Pursuant to GC 29532, does hereby approve the allocation of TDA Unobligated Funds Reserve Release to the following claimants for purposes listed below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Allocation</b>
25051002	Administration	\$12,411
25051003	Regional Planning	<u>\$135,776</u>
<b>Total</b>		<b>\$148,187</b>

2. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of these claims.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.



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# Resolution No. 2024-21

## Approving the Allocation of FY 2025 Transportation Development Act Unobligated Funds Reserve Release Article 3 Bicycle and Pedestrian Facilities and Programs

WHEREAS, the Transportation Development Act (TDA) claim listed below is submitted for FY 2025 TDA Unobligated Funds Reserve Release pursuant to Chapter 4, Article 3, Section 99234 of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments (SANDAG) has analyzed the claim and determined that the claim conforms substantially to the provisions of the TDA of 1971, as amended; and

WHEREAS, SANDAG finds the claim to be consistent with the Regional Transportation Plan; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. That the Board of Directors, pursuant to GC 29532 and PUC 99234, does hereby approve the allocation of TDA Unobligated Funds Reserve Release for the following project in the amounts specified below:

Claim No.	Claimant	Allocation
25011001	SANDAG (Pershing Drive Bikeway)	\$ 87,802
<b>Total</b>		<b>\$ 87,802</b>

2. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of this claim.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.



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## **Resolution No. 2024-22**

### **Approving the Allocation of FY 2025 Transportation Development Act Unobligated Funds Reserve Release Article 4 Fixed Route General Public Transit Service**

WHEREAS, the Transportation Development Act (TDA) claimants listed below have submitted claims for FY 2025 TDA Unobligated Funds Reserve Release pursuant to Chapter 4, Article 4, of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments (SANDAG) has analyzed the claims and determined that the claims conform substantially to the provisions of the TDA of 1971, as amended; and

WHEREAS, pursuant to PUC Section 99244, SANDAG is required to annually identify, analyze, and recommend potential productivity improvements for the transit operators; and

WHEREAS, SANDAG finds these claims for FY 2025 to be in conformance with the Regional Transportation Plan; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. That the Board of Directors, pursuant to PUC Section 99244, finds that the claimants listed below have made a reasonable effort to implement the productivity improvement recommendations for FY 2024;
2. That the Board of Directors, at its June 28, 2024, meeting, approved eligibility of Metropolitan Transit System and North County Transit District to receive their FY 2025 allocations of Transportation Development Act Unobligated Funds Reserve Release, including consideration of these operators' FY 2024 Productivity Improvement Goals.
3. That the Board of Directors, pursuant to GC 29532, does hereby approve the allocation of TDA Unobligated Funds Reserve Release to the following claimants for purposes listed below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Allocation</b>
25031005	Metropolitan Transit System (MTS)	
	Operating (fixed route)	2,842,090
	Operating (ADA)	\$0
	Capital	\$0
		<b>\$2,842,090</b>
	<b>Total</b>	<b>0</b>
25041005	North County Transit District (NCTD)	
	Operating (fixed route)	\$0
	Operating (ADA)	\$0
		<u>\$1,166,80</u>
	Capital	<u>2</u>
		<b>\$1,166,80</b>
	<b>Total</b>	<b>2</b>
	SANDAG	
25031007	Admin/Planning Transfer from MTS	\$58,409
25041007	Admin/Planning Transfer from NCTD	<u>\$19,877</u>
	<b>Total</b>	<b>\$ 78,286</b>

4. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of these claims.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen's Association, and Mexico.



**Resolution No. 2024-23**

**Approving the Allocation of FY 2025 Transportation Development Act Unobligated Funds Reserve Release Article 4.5 Community Transit Service**

WHEREAS, the Transportation Development Act (TDA) claimants listed below have submitted claims for FY 2025 TDA Unobligated Funds Reserve Release pursuant to Chapter 4, Article 4.5, of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments (SANDAG) has analyzed the claims and determined that the claims conform substantially to the provisions of the TDA of 1971, as amended, including the provision of PUC 99275.5; and

WHEREAS, SANDAG finds these claims for FY 2025 to be in conformance with the Regional Transportation Plan; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. That the Board of Directors, pursuant to GC 29532, does hereby approve the allocation of TDA Unobligated Funds Reserve Release to the following claimants for purposes listed below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Allocation</b>
25031006	Metropolitan Transit System Operating	\$ 149,605
25041006	North County Transit District Operating	\$ 61,208
25061001	Coordinated Transportation Service Agency Operating	<u>\$4,302</u>
	<b>Total</b>	<b>\$ 215,115</b>

2. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of these claims.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.

June 21, 2024

## FY 2025 Transportation Development Act and State Transit Assistance Claims

### Overview

SANDAG, as the Regional Transportation Planning Agency, is responsible for apportionment of Transportation Development Act (TDA) funds each year in conformance with state statute. SANDAG is also responsible for submitting State Transit Assistance (STA) claims for North County Transit District (NCTD), while the Metropolitan Transit System (MTS) may receive its STA funds directly and adopt its own findings.

The County Auditor also receives an allocation based on estimates of its costs to administer the TDA program. Additionally, up to 2% of the total available funds under Article 4.5, the Community Transit Service program, is available to be claimed by the Consolidated Transportation Service Agency (CTSA). The remaining apportionment is available to be claimed by NCTD and MTS.

The transit operators and other member agencies submit their annual TDA claims based on the approved annual apportionment and in compliance with [SANDAG Board Policy No. 027](#).

On [February 16, 2024](#), the [Transportation Committee](#) recommended and on [February 23, 2024](#), the [Board of Directors](#) approved the TDA estimated apportionment of \$205.7 million for FY 2025.

Attachment 1 provides a summary of the TDA claims. Attachment 2 describes the TDA and STA claims that the funding would support in FY 2025, as well as the required resolutions for the FY 2025 requested claims.

### Key Considerations

The TDA program is the major funding source that supports the region's public transit operators and nonmotorized transportation projects, like bicycle and pedestrian projects. TDA comes from a quarter of a percent of state sales tax assessed in the region.

The STA program provides a second source of transit funding for transportation planning and mass transportation purposes, derived from the statewide sales tax on diesel fuel, and as specified by the Legislature.

### Action: **Recommend**

The Transportation Committee is asked to recommend that the Board of Directors:

1. adopt Resolution Nos. 2024-24 through 2024-29, approving the FY 2025 Transportation Development Act and State Transit Assistance (STA) claims in substantially the same form as the attached resolutions; and
2. approve the STA findings as certified by North County Transit District.

### Fiscal Impact:

The total Transportation Development Act (TDA) claim amount for San Diego County is \$205.7 million for FY 2025. An additional \$1 million is set aside annually for the Active Transportation Grant Program call for projects, per Board of Directors direction in 2013. The North County Transit District and Metropolitan Transit System State Transit Assistance (STA) allocation estimates for FY 2024 are \$14,208,695 and \$39,085,292, respectively.

### Schedule/Scope Impact:

TDA funding may be used for various planning, programming, and administrative-related expenses; funding of bike and pedestrian facilities; and support of community transit services. STA funding may be used for both capital projects and transit operations.

**Next Steps**

Pending approval of the TDA and STA claims by the Board, the County Auditor would disburse TDA and STA monies in accordance with the allocation instructions from SANDAG.

***Kimberly Trammel, Director of Accounting and Finance***

- Attachments:
1. Transportation Development Act: Summary of FY 2025 Claims
  2. Description of Transportation Development Act and State Transit Assistance Claims, including required Resolution Nos. 2024-24 – 2024-29 for the FY 2025 TDA/STA Claims

## Transportation Development Act Summary of FY 2025 Claims

	Metropolitan Transit System	North County Transit District	SANDAG	Coordinated Transportation Services Agency	Bicycle and Pedestrian*	County Auditor	Total
FY 2025 Apportionment	\$138,237,709	\$56,557,121	\$6,717,464	\$194,990	\$3,979,384	\$50,000	\$205,736,668
Prior Year Carryover					5,000,000		5,000,000
<b>Total Available to Claim</b>	<b>138,237,709</b>	<b>56,557,121</b>	<b>6,717,464</b>	<b>194,990</b>	<b>8,979,384</b>	<b>50,000</b>	<b>210,736,668</b>
<b>FY 2025 Claims</b>							
Article 3 - Non-Motorized (bicycle and pedestrian)					(2,979,384)		(2,979,384)
Article 4 - General Public Transit							0
Operations	(75,764,011)	(49,882,182)					(125,646,193)
Capital	(45,489,968)	0					(45,489,968)
Capital Transfer to SANDAG	(284,392)	0					(284,392)
Support of ADA Operations	(6,055,700)	(3,000,000)					(9,055,700)
Administrative/Planning Transfer to SANDAG	(2,647,252)	(900,866)					(3,548,118)
<b>Subtotal Article 4</b>	<b>(130,241,323)</b>	<b>(53,783,048)</b>					<b>(184,024,371)</b>
Article 4.5 - Community Transit Service (accessible service for the disabled)							
Operations	(6,780,428)	(2,774,073)		(194,990)			(9,749,491)
<b>Subtotal Article 4.5</b>	<b>(6,780,428)</b>	<b>(2,774,073)</b>		<b>(194,990)</b>			<b>(9,749,491)</b>
Article 8 - Special Provisions							
Express bus	(895,849)						(895,849)
Ferry service	(320,110)						(320,110)
<b>Subtotal Article 8</b>	<b>(1,215,959)</b>						<b>(1,215,959)</b>
Planning/Administration							
Administration			(563,777)			(50,000)	(613,777)
SANDAG Regional Planning			(6,153,687)				(6,153,687)
<b>Subtotal Planning/Administration</b>			<b>(6,717,464)</b>			<b>(50,000)</b>	<b>(6,767,464)</b>
<b>Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,000,000</b>	<b>\$0</b>	<b>\$6,000,000</b>

\*The SANDAG Board approved to set aside \$1 million per year for call for projects. The set aside amount is reflected in the apportionment and is not included in the claims.

\*\* Totals may not add up due to rounding.

## **Description of Transportation Development Act Claims**

Transportation Development Act (TDA) funding may be used for planning, programming, and administrative-related expenses, and as authorized under four separate articles of the law. Article 3 funds are designated for bicycle and pedestrian projects, Article 4 funds are used to provide general public transit services, Article 4.5 funds are designated for community transit services, and Article 8 funds support specialized services such as express bus and ferry services.

### ***Administration and Planning***

Provisions of the TDA (Public Utilities Code section 99233.2) allow SANDAG and the County of San Diego Auditor's office to claim funds to administer the program. In addition, SANDAG, as the Regional Transportation Planning Agency, can claim up to 3% of the annual apportionment to conduct regional transportation planning activities. Consistent with the FY 2025 Program Budget, it is recommended that SANDAG claim \$6,153,687 to carry out planning activities, such as transportation analysis and modeling, economic and demographic analysis and modeling, and other related planning activities, and \$563,777 for TDA program administration, including the TDA annual financial audits, triennial performance audits, and claim administration. The County of San Diego Auditor Controller is claiming \$50,000 for TDA administration costs.

### ***Article 3 - Non-Motorized Claims (Bicycle and Pedestrian Projects)***

Article 3 claims provide for the development of bicycle and pedestrian facilities and are allocated based on a regionwide priority list of projects. For FY 2025, there is \$3,979,384 million available for bicycle and pedestrian projects in the FY 2025 apportionment. There is currently \$5,000,000 in carryover funds set-aside for the regional Active Transportation Grant Program call for projects.

- Of the available funding, \$2,979,384 is proposed to fund the Pershing Drive Project (Capital Improvement Program [CIP] No. 1223057), which is included in the Board-approved Regional Bike Plan Early Action Program.
- Of the remaining amount, \$1 million represents the set-aside for the regional Active Transportation Grant Program call for projects for FY 2025, consistent with Board direction.

### ***Article 4 General Public (Fixed Transit Route)***

Article 4 funds the Metropolitan Transit System (MTS) and the North County Transit District (NCTD) operations, provides a local match for federally funded capital projects, and comprises the largest portion of the TDA claim. These funds provide the most flexible form of revenues and can be used for any purposes necessary to develop and operate the transportation system, including operations, capital purchases, payment of bond debt, and to augment specialized services.

The total Article 4 claim under MTS is \$127,309,679 while the NCTD total is \$52,882,182. Article 4 also reflects total \$3,832,510 for SANDAG including transfers to SANDAG, as well as additional support for services provided under Article 4. Use of this funding is consistent with the projects proposed for funding in the FY 2025 Transit Capital Improvement Program approved by the Board at its May 24, 2024, meeting.

**Article 4.5 Community Transit Service (Accessible Service for the Disabled)**

Article 4.5 funds are allocated in the San Diego region to support demand response transit services required by the Americans with Disabilities Act (ADA). SANDAG Board Policy No. 027, requires that after allocating 2% of these funds to the Consolidated Transportation Services Agency (CTSA), funds be distributed between the two transit agencies in the region based on service area population. ADA operations for MTS and NCTD also are augmented by annual transit revenues from the *TransNet* Program.

- MTS and NCTD are claiming \$6,780,428 and \$2,774,073, respectively, to provide operating support for the accessible paratransit services in their respective service areas, including Access and ADA Suburban services.
- Facilitating Access to Coordinated Transportation, as the CTSA, is claiming \$194,990 to assist seniors, persons with disabilities, and social service recipients in San Diego County to meet their transportation needs. Exhibit A provides the CTSA annual work program.

**Article 8 Special Provisions (Express Bus, Ferry)**

MTS is the only operator that claims this article for its express bus services (\$895,849), and to pass-through the funding to the City of Coronado that provides the ferry service (\$320,110). The total Article 8 claim is \$1,215,959.

**State Transit Assistance Claims**

Per State Transit Assistance (STA) requirements, SANDAG is responsible for submitting claims on behalf of NCTD while MTS may receive its funds directly. Of the \$14,208,695 available, NCTD is requesting to use \$12,480,677 available under STA for operations and \$1,728,018 for capital projects. State law requires operators to meet certain qualifying criteria to determine service efficiency to use STA funds for operations. SANDAG calculated the operating qualifications and determined that NCTD would meet the criteria, thereby allowing the funds to be used for operations. NCTD is also required to affirm certain findings under the STA statute. Attachment 2, Exhibit B provides these findings.

Attachment 2, Exhibit C includes the required resolutions for the FY 2025 requested TDA claims and Attachment 2, Exhibit D includes the FY 2025 STA claim.

Attachment 2 Exhibits:

- Exhibit A: Highlights of FY 2025 Consolidated Transportation Services Agency Work Plan
- Exhibit B: North County Transit District State Transit Assistance Findings
- Exhibit C: Draft Resolution Nos. 2024-24 through 2024-28 for FY 2025 Transportation Development Act Claims
- Exhibit D: Draft Resolution No. 2024-29 for FY 2025 State Transit Assistance Claim

Full Access & Coordinated Transportation, Inc. (FACT)  
Consolidated Transportation Services Agency (CTSA) for San Diego County

Work Plan for Fiscal Year 2025

As defined in the Social Services Transportation Improvement Act (AB 120), the CTSA is a public entity responsible for improving transportation services required by social service recipients by promoting the consolidation and coordination of social service transportation services. The scope of CTSA activities include being the regional coordinator of social service transportation information, centralized administration and dispatching, identification and consolidation of funding sources, coordinated and consolidated training programs and combined purchasing of vehicles, supplies and equipment.

In 2006 San Diego Association of Governments (SANDAG) designated Full Access & Coordinated Transportation, Inc. (FACT) the Consolidated Transportation Services Agency (CTSA) for San Diego County. As the CTSA, FACT works to improve dedicated transportation services for people with disabilities, seniors, social service agencies, health care providers, various organizations and individuals within San Diego County. FACT is also the planning representative of the social service transportation community and works with the region to develop updates to the Coordinated Plan. FACT has begun the process to update the Business Plan (2025-2030 Business Plan Update) that forms the planning foundation for organizational development and the expansion of coordinated services in the region.

**Expenses:**

**1. One-call/one-click Mobility Center**

**Maintain FACT website**

- Maintain FACT website to keep content current, optimized for searching
- Use website for marketing and outreach

**Maintain transportation provider database**

- Update content of the provider database on an ongoing basis
- Conduct outreach with potential new providers
- Optimize website travel planner for finding suitable transportation

**Telephone Referrals**

- Respond to telephone requests for transportation information. Educate callers about transportation options from database.
- Provide enhanced in-person customer service where necessary to assist with ADA application process or take reservations for other providers, etc.

**2. Regional Coordination**

**Administer Council on Access and Mobility (CAM) and Other Meetings**

- Conduct Council on Access and Mobility (CAM) meetings (at least 4 annually) and other meetings related to regional coordination
- Continue outreach to providers

Full Access & Coordinated Transportation, Inc. (FACT)  
Consolidated Transportation Services Agency (CTSA) for San Diego County

Work Plan for Fiscal Year 2025

- Represent CAM during Level 3 or higher emergencies and coordinate disaster response as needed. Coordinate with the County Office of Emergency Services (OES) to ensure effective emergency preparedness planning. Assist OES to develop an emergency response plan.
- Conduct monthly FACT Board of Director Meetings and Board subcommittees as needed

**Training/Workshops**

- Facilitate a workshop/ training on issues of interest to CAM and partners
- Include guest speakers and educational items during CAM meetings

**Support for grantees**

- Provide letters of support to agencies applying for grants after verifying coordination efforts.
- Assist applicants in finding coordination opportunities
- Form partnerships to apply for grants where appropriate
- Offer compliance related information to grantees

**Coordinated Planning**

- Provide ongoing technical assistance and support to social service transportation providers and all other interested parties to find solutions to overcome identified barriers to coordination, consolidation and collaboration
- Coordinate and conduct surveys, and assessments, both formal and informal, to determine stakeholder transportation needs, vehicle and other relevant resources and barriers to coordination
- Make presentations to stakeholder groups
- Evaluate coordinated programs for pilot projects leading to regional deployment
- Market services through press releases, brochures, newsletters, newspaper articles, special events, workshops, and community trainings.
- Participation in Social Services Transportation Advisory Council (SSTAC), ADA Review Groups, Alliance for Regional Solutions (ARS), Volunteer Driver Coalition, and Age Well Meetings, etc.
- Attend SANDAG Transportation Committee, SANDAG Board, NCTD and MTS Board, City Council, and County Board of Supervisors meetings as needed.
- Provide input, data, and pictures for the SANDAG Coordinated Plan.

**Coordinated transportation and vehicle sharing**

- Partner with social service agencies, healthcare providers, cities, County of San Diego, and transit agencies to assist clients in need of transportation.
- Partner with social service agencies, specialized transportation providers, and brokerage partners to share accessible vehicles.

**3. Management of CTSA Activities**

- Disseminate quarterly CTSA FACT Newsletter to ensure ongoing awareness of current related events
- Maintain the CTSA Mailing List

Full Access & Coordinated Transportation, Inc. (FACT)  
Consolidated Transportation Services Agency (CTSA) for San Diego County

Work Plan for Fiscal Year 2025

- Complete all required reporting
- Maintain memberships in State and National organizations committed to coordinated transportation and non-profit corporation development: California Association for Coordinated Transportation (Cal-Act), American Public Transportation Association (APTA), etc.
- Travel to conferences and sponsored trainings.
- Annually update FACT's Business Plan covering the following areas: governance, regional needs assessment, integration of current CTSA work activities, technical assistance and coordination planning, information and marketing initiatives, service contracting and operations programs, policy development and advocacy, trip demand estimation and utilization projections, funding and financial projections.
- Maintain FACT's staff to ensure capacity to support ongoing programs and services and expansion as per the approved Business Plan.
- Participate in Annual TDA 4.5 Audit, Internal Agency Audit, and Triennial TDA 4.5 Audits
- Report Scope of Work deliverables to SANDAG quarterly

**4. Grant Support**

- Apply for Section 5310, Senior Mini-Grant, and other grant funding to support core CTSA activities
- Provide local match funds as needed to support awarded grant projects

**5. Transportation services**

- Provide RideFACT transportation for seniors, individuals with disabilities, and other underserved vulnerable populations in San Diego County.

All TDA 4.5 funding for FY 2025 will be used for CTSA activities. FACT was awarded 5310 funding to support these activities.

**FACT/CTSA  
TDA 4.5 Claim  
Expense Request  
FY 2025**

<b>1. One-call/One-click Mobility Center</b>		
Rent		35,000.00
Indirect Costs		71,000.00
Telephony, Software Development		15,000.00
Website Maintenance/Development		25,000.00
Outreach/Marketing		3,990.00
<b>2. Regional Coordination</b>		
CAM, Board, Trainings, and Other Meeting Expenses		15,000.00
<b>3. Management of CTSA Activities</b>		
Salaries and Benefits		30,000.00
<b>Total Request</b>		<b>\$ 194,990.00</b>

**WHEREAS**, the North County Transit District (“Claimant”) hereby affirms the certifications and required findings as part of the Transportation Development Act (TDA) and State Transit Assistance (STA) Claims for FY2025 as follows:

Finding #1: The Claimant’s proposed expenditures are in conformance with the Regional Transportation Plan (RTP).

Finding #2: The Claimant is proposing a level of fare revenue sufficient to meet the fare revenue operating cost ratio requirements of Public Utilities Code (PUC) 99268.2, 99268.3, 99268.5 and 99268.9, as applicable.

Finding #3: The Claimant is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended.

Finding #4: The sum of the Claimant’s allocations from the STA Fund and the Local Transportation Fund do not exceed the maximum for which the Claimant is eligible.

Finding #5: Priority consideration has been given to offsetting unanticipated increases in the cost of fuel, enhancing existing public transportation services, and meeting high-priority regional needs.

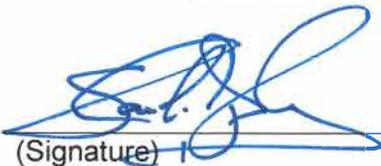
Finding #6: The Claimant has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC 99244.

Finding #7: The Claimant is not prevented by a labor contract entered into after June 28, 1979, from employing part-time drivers or from contracting with common carriers.

Finding #8: The Claimant has on file a certification by the Department of the California Highway Patrol verifying compliance with section 1808.1 of the Vehicle Code, pursuant to PUC 99251.

Finding #9: The Claimant is in compliance with the requirements of PUC 99314.6.

Authorized Representative/Contact:

  
(Signature)

Name: Shawn Donaghy  
Title: Chief Executive Officer



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**Resolution No. 2024-24**

**Approving the Allocation of FY 2025 Transportation Development Act Funds Planning and Administration**

WHEREAS, the Transportation Development Act (TDA) claimants listed below have submitted claims for FY 2025 TDA funds pursuant to Chapter 4, Article 3 (PUC 99233.1 and 99233.2), of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments has determined that the claims are eligible pursuant to the provisions of the TDA, as amended; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. Pursuant to GC 29532, does hereby approve the allocation of TDA funds to the following claimants for purposes listed below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Allocation</b>
25021000	County Auditor SANDAG	\$50,000
25051000	Administration	\$563,777
25051001	Regional Planning	<u>\$6,153,687</u>
	<b>Total</b>	<b>\$6,767,464</b>

2. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of these claims.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.



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**Resolution No. 2024-25**

**Approving the Allocation of FY 2025 Transportation Development Act Funds Article 3 Bicycle and Pedestrian Facilities and Programs**

WHEREAS, the Transportation Development Act (TDA) claim listed below is submitted for FY 2025 TDA funds pursuant to Chapter 4, Article 3, Section 99234 of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments (SANDAG) has analyzed the claim and determined that the claim conforms substantially to the provisions of the TDA of 1971, as amended; and

WHEREAS, SANDAG finds the claim to be consistent with the Regional Transportation Plan; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. That the Board of Directors, pursuant to GC 29532 and PUC 99234, does hereby approve the allocation of TDA funds for the following project in the amounts specified below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Allocation</b>
25011000	SANDAG (Pershing Drive Bikeway)	\$ 2,979,384
	<b>Total</b>	<b>\$ 2,979,384</b>

2. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of this claim.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.



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## **Resolution No. 2024-26**

# **Approving the Allocation of FY 2025 Transportation Development Act Funds Article 4 Fixed Route General Public Transit Service**

WHEREAS, the Transportation Development Act (TDA) claimants listed below have submitted claims for FY 2025 TDA funds pursuant to Chapter 4, Article 4, of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments (SANDAG) has analyzed the claims and determined that the claims conform substantially to the provisions of the TDA of 1971, as amended; and

WHEREAS, pursuant to PUC Section 99244, SANDAG is required to annually identify, analyze, and recommend potential productivity improvements for the transit operators; and

WHEREAS, SANDAG finds these claims for FY 2025 to be in conformance with the Regional Transportation Plan; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. That the Board of Directors, pursuant to PUC Section 99244, finds that the claimants listed below have made a reasonable effort to implement the productivity improvement recommendations for FY 2024;
2. That the Board of Directors, at its June 28, 2024, meeting, approved eligibility of Metropolitan Transit System and North County Transit District to receive their FY 2025 allocations of Transportation Development Act funds, including consideration of these operators' FY 2024 Productivity Improvement Goals.
3. That the Board of Directors, pursuant to GC 29532, does hereby approve the allocation of TDA funds to the following claimants for purposes listed below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Allocation</b>
25031000	Metropolitan Transit System (MTS)	
	Operating (fixed route)	\$75,764,011
	Operating (ADA)	\$6,055,700
	Capital	\$45,489,968
	<b>Total</b>	<b>\$127,309,679</b>
25041000	North County Transit District (NCTD)	
	Operating (fixed route)	\$49,882,182
	Operating (ADA)	\$3,000,000
	Capital	-\$0-
	<b>Total</b>	<b>\$52,882,182</b>
	SANDAG	
25031004	Admin/Planning Transfer from MTS	\$2,647,252
25031004	Capital Transfer from MTS	\$284,392
25041002	Capital Transfer from NCTD	-\$0-
25041002	Admin/Planning Transfer from NCTD	\$900,866
	<b>Total</b>	<b>\$3,832,510</b>

4. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of these claims.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen's Association, and Mexico.



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**Resolution No. 2024-27**

**Approving the Allocation of FY 2025 Transportation Development Act Funds Article 4.5 Community Transit Service**

WHEREAS, the Transportation Development Act (TDA) claimants listed below have submitted claims for FY 2025 TDA funds pursuant to Chapter 4, Article 4.5, of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments (SANDAG) has analyzed the claims and determined that the claims conform substantially to the provisions of the TDA of 1971, as amended, including the provision of PUC 99275.5; and

WHEREAS, SANDAG finds these claims for FY 2025 to be in conformance with the Regional Transportation Plan; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. That the Board of Directors, pursuant to GC 29532, does hereby approve the allocation of TDA funds to the following claimants for purposes listed below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Allocation</b>
25031001	Metropolitan Transit System Operating	\$6,780,428
25041001	North County Transit District Operating	\$2,774,073
25061000	Coordinated Transportation Service Agency Operating	\$194,990
<b>Total</b>		<b>\$9,749,491</b>

2. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of these claims.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.



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# Resolution No. 2024-28

## Approving the Allocation of FY 2025 Transportation Development Act Funds Article 8 Special Provisions

WHEREAS, the Transportation Development Act (TDA) claimant listed below has submitted claims for FY 2025 TDA funds pursuant to Chapter 4, Article 8, of the Public Utilities Code (PUC); and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), the San Diego Association of Governments (SANDAG) has analyzed the claims and determined that the claims conform substantially to the provisions of the TDA, as amended; and

WHEREAS, SANDAG finds these claims for FY 2025 to be in conformance with the Regional Transportation Plan; NOW THEREFORE

BE IT RESOLVED by the Board of Directors as follows:

1. That the Board of Directors, pursuant to GC 29532, does hereby approve the allocation of TDA funds for costs associated with the operation of express bus services (PUC 99400.6), and the operation of commuter ferry service (PUC 99400.7) as shown below:

Claim No.	Claimant	Allocation
	Metropolitan Transit System	
25031002	Operating for Express Bus Service	\$895,849
25031003	Operating for Ferry Service	<u>\$320,110</u>
	<b>Total</b>	<b>\$1,215,959</b>

2. That the Metropolitan Transit System is directed to pass-through to the City of Coronado its appropriate share of TDA funding for operation of Ferry Service; and

3. That the Board of Directors does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of these claims.

PASSED AND ADOPTED this 28th day of June 2024.

Attest:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.

## Approving the Allocation of FY 2025 State Transit Assistance Claim to the North County Transit District

WHEREAS, the North County Transit District (NCTD) has filed a claim for State Transit Assistance (STA) funds in the amount of \$14,208,695 for FY 2025 pursuant to Section 6730(a) of Title 21 of the California Code of Regulations (CCR); and

WHEREAS, NCTD has affirmed all certifications required by Section 6754 (NCTD Affirmation), attached as Attachment 2, Exhibit B; and

WHEREAS, the San Diego Association of Governments (SANDAG) Board of Directors (Board) has considered the NCTD Affirmation as Exhibit B to the Board Report supporting the Board's consideration of this Resolution; and

WHEREAS, at its June 28, 2024, meeting, the Board determined that NCTD was eligible to receive TDA funds, including satisfaction of the eligibility requirements outlined in PUC section 99314.6; NOW THEREFORE

BE IT RESOLVED.

1. That the Board finds that the above claim is in substantial conformance with the provisions of the Transportation Development Act of 1971, as amended, and meets the specific requirements of Section 6754 of Title 21 of the CCR; and
2. That the Board does hereby find valid all elements of the NCTD Affirmation and hereby adopts such Affirmation as though fully set forth herein; and
3. That the Board does hereby find NCTD's proposed expenditures are in conformity with the SANDAG 2021 Regional Transportation Plan; and
4. That the Board does hereby find that SANDAG has given priority consideration to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs; and
5. That, considering the improvements recommended to NCTD and the efforts by NCTD to implement such recommendations (such improvements and recommendations are included in the attachments to Item X, of the June 28, 2024 Board meeting, which are incorporated herein by reference), the Board does hereby find that NCTD has made a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code section 99244;
6. That the Board does hereby find that NCTD is in compliance with the eligibility requirements of Public Utilities Code section 99314.6.
7. That the Board does hereby approve the allocation of STA to the following claimants for purposes listed below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Allocation</b>
------------------	-----------------	-------------------

25041003	NCTD	
	Operating	\$12,480,677
	Capital	<u>1,728,018</u>
	<b>Total</b>	<b>\$14,208,695</b>

8. That the Board does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions to the San Diego County Auditor as are necessary and legal for payment of this claim.

PASSED AND ADOPTED this 28th of June 2024.

Attest:

\_\_\_\_\_

**Chair**

\_\_\_\_\_

**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen's Association, and Mexico.

DRAFT

June 21, 2024

**FY 2024 Transportation Development Act Claim Amendment****Overview**

Each year the Board of Directors approves the annual claims for the Transportation Development Act (TDA) program. Per [SANDAG Board Policy No. 001: Allocation of Responsibilities](#), the Transportation Committee is delegated the authority to approve TDA claim amendments. North County Transit District (NCTD) financial projections indicate that total FY 2024 operating expenditures will be under budget. Accordingly, NCTD is submitting an FY 2024 Article 4 claim amendment to reallocate operations funding to capital.

**Key Considerations**

The TDA program is the major funding source that supports the region’s public transit operators and nonmotorized transportation projects, like bicycle and pedestrian projects. TDA funds come from a quarter of a percent of state sales tax assessed in the region.

In February 24, 2023 ([Agenda Item No.11](#)), the Board approved the FY 2024 funding estimates for TDA. Subsequently, the Board approved the FY 2024 NCTD claim on June 23, 2023 ([Agenda Item No. 6](#)).

An allocation revision is required when estimates are revised or when an operator wishes to use the funds for a purpose other than the one for which they were originally allocated. An example of this would be the use of operating funds to support a capital project. Claim amendments require approval by the transit agency board and then approval by SANDAG.

Consistent with the above requirements, NCTD has submitted a FY 2024 TDA claim amendment (Attachment 1) for Transportation Committee adoption. The NCTD claim amendment reprograms \$8,656,261 from Operations (non-ADA) to Capital. The total NCTD claim amount remains unchanged.

**Next Steps**

Upon Transportation Committee approval, staff will submit the revised claim to the County Auditor to disburse monies in accordance with the approved allocation instructions.

**Kimberly Trammel, Director of Accounting and Finance**

- Attachments:
1. NCTD FY 2024 Article 4 Amended Annual TDA Claim Letter
  2. Resolution No. 2024-30: Resolution Approving the Revision to FY 2024 Transportation Development Act Funds Article 4 Fixed Route General Public Transit Service

**Action: Adopt**

The Transportation Committee is asked to adopt Resolution No. 2024-30, approving the FY 2024 Transportation Development Act claim amendment for the North County Transit District.

**Fiscal Impact:**

None. The total NCTD claim amount remains unchanged. The claim amendment seeks to reallocate operations funding to capital.

**Schedule/Scope Impact:**

TDA funding may be used for various transit planning, programming, and administrative-related expenses; funding of bike and pedestrian facilities; and support of community transit services.



810 Mission Avenue  
Oceanside, CA 92054  
(760) 966-6500  
(760) 967-2001 (fax)  
GoNCTD.com

May 1, 2024

Mr. Andre Douzdjian  
Chief Financial Officer  
San Diego Association of Governments  
401 B. Street, Suite 800  
San Diego, CA 92101-4231  
Sent Via Electronic Mail: [andre.douzdjian@sandag.org](mailto:andre.douzdjian@sandag.org)

Subject: FY2024 Amended Article 4 Transportation Development Act (TDA) Claim Form

Dear Mr. Douzdjian:

Under the North County Transit District's (NCTD) Board Policy No. 19, which establishes the delegation of authority from the NCTD Board of Directors (Board) to the Chief Executive Officer, the Chief Executive Officer can execute all documents required by any local, state, or federal agency that provides operating or capital funds for NCTD's use, including Transportation Development Act (TDA) claims.

On February 24, 2023, the San Diego Association of Governments (SANDAG) Board of Directors approved the allocation of NCTD's Fiscal Year 2024 (FY2024) Article 4 TDA Claim Form, which allocated \$49,716,261 to support non-ADA operations and \$3,000,000 to support ADA operations (total claim of \$ \$52,716,261).

NCTD's preliminary financial projections indicate that total FY2024 expenditures will be under budget. NCTD is hereby submitting an FY2024 Amended Annual Article 4 TDA Claim Form that reprograms \$8,656,261 from non-ADA operations to Capital in support of NCTD's ongoing state of good repair capital needs (total claim remains unchanged at \$52,716,261).

If you have any questions or need additional information, please contact Eun Park-Lynch, Chief Financial Officer, at (760) 967-2858.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn Donaghy".

Shawn Donaghy  
Chief Executive Officer

Attachment: FY2024 Amended Annual Article 4 TDA Claim Form

cc: Susan Huntington, Director Financial Planning Budgets and Grants, SANDAG  
Zara Sadeghian, Senior Financial Programming and Project Control Analyst,  
SANDAG  
Marcus Pascual, Senior Accountant, SANDAG  
Wanbin Jiang, Accountant II, SANDAG  
Eun Park-Lynch, Chief Financial Officer, NCTD  
Pete Kovacevic, Accounting Manager - Projects, and Grants, NCTD

**AMENDED ANNUAL TDA CLAIM FORM**

FY 2024

A. CLAIMANT: North County Transit District

- B. TYPE OF CLAIM: (check one)
- ( ) Article 3 - Bicycle and Pedestrian Facilities (99234)
  - ( X ) Article 4 - Support Public Transportation Systems (99260)
  - ( ) Article 4.5 - Community Transportation Services (99275)
  - ( ) Article 8 - Multimodal Transportation Terminals (99400.5)
  - ( ) Article 8 - Express Bus Services/Vanpool Services (99400.6)
  - ( ) Article 8 - Local Street and Road Projects (99400)
  - ( ) Article 8 - Commuter Ferry Service (99400.7)

<u>C. AMOUNT OF CLAIM</u>	<u>Previous Claim</u>	<u>Amendment</u>	<u>Revised Claim</u>
Operations (Non-ADA)	\$49,716,261	(\$8,656,261)	\$41,060,000
Operations (ADA)	\$3,000,000		\$3,000,000
Capital		\$8,656,261	\$8,656,261
Debt Service			\$0
Planning			\$0
Administration			\$0
<b>TOTAL:</b>	<b>\$52,716,261</b>	<b>\$0</b>	<b>\$52,716,261</b>

D. CONDITIONS OF APPROVAL:  
 It is understood by this Claimant that payment of the claim is subject to approval by SANDAG and to such monies being on hand and available for distribution, and to the provision that such monies and the interest earned on such monies subsequent to allocation will be used only for the purposes for which the claim is approved and in accordance with the terms of the allocation instructions.

E. AUTHORIZED REPRESENTATIVE/CONTACT

DocuSigned by:  
  
 2CF376D0CB094B4...  
 (Signature)  
Shawn Donaghy  
 (Print of type name)  
Chief Executive Officer  
 (Title)  
810 Mission Avenue, Oceanside, CA 92054  
 (Address)  
760-967-2869  
 (Phone)

F. PAYMENT RECIPIENT

North County Transit District  
 (Claimant)  
810 Mission Avenue  
 (Mailing Address)  
Oceanside, CA 92054  
 (City and zip code)  
Eun Park-Lynch  
 (Name)  
Chief Financial Officer  
 (Title)  
 \_\_\_\_\_  
 (Date Signed)

\*\*\*\*\*

- SANDAG USE ONLY:
1. Claim number \_\_\_\_\_
  2. Date Approved \_\_\_\_\_
  3. Resolution No. \_\_\_\_\_
  4. Amount Approved for Payment \_\_\_\_\_
  5. Amount approved for Reserve \_\_\_\_\_
- If Required:
6. Date Approved by MTDB \_\_\_\_\_
  7. MTDB Resolution Number \_\_\_\_\_



San Diego, CA 92101  
Phone (619) 699-1900  
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sandag.org

## **Resolution No. 2024-30**

# **Resolution Approving the Revision to FY 2024 Transportation Development Act Funds Article 4 Fixed Route General Public Transit Service**

WHEREAS, the Transportation Development Act (TDA) claimants listed below have submitted claims for FY 2024 TDA funds as listed below pursuant to Chapter 4, Article 4, of the Public Utilities Code (PUC);

WHEREAS, on June 23, 2023, the San Diego Association of Governments (SANDAG) approved allocations of TDA funds in accordance with such claims via Resolution 2023-18; and

WHEREAS, pursuant to Section 29532 of the Government Code (GC), SANDAG has analyzed the revised claims and determined that the claims conform substantially to the provisions of the TDA of 1971, as amended; and

WHEREAS, pursuant to Section 99235(d) of the California PUC, SANDAG may revise its allocation and related instructions when the financial needs of the claimant differ from those at the time of the allocation due to changed circumstances;

WHEREAS, the NCTD letter dated May 1, 2024 (Attachment 1) identify that NCTD's current FY 2024 financial needs differ from their original FY 2024 TDA claim as more specifically described in that letter; and

WHEREAS, SANDAG finds these revised claims for FY 2024 to be in conformance with the Regional Transportation Plan; NOW THEREFORE

BE IT RESOLVED by the Transportation Committee as follows:

1. That the Transportation Committee, pursuant to SANDAG Board Policy No. 001, Section 4.1.4, as well as GC 29532 and PUC 99235(d), does hereby approve the revisions of TDA fund allocations to the following claimants for purposes listed below:

<b>Claim No.</b>	<b>Claimant</b>	<b>Original Allocation</b>	<b>Adjustment +(-)</b>	<b>Revised Allocation</b>
24031000	Metropolitan Transit System (MTS)			
	Operating (fixed route)	\$80,205,444	-\$0-	\$80,205,444
	Operating (ADA)	\$4,430,875	-\$0-	\$4,430,875
	Capital	<u>\$42,656,085</u>	<u>-\$0-</u>	<u>\$42,656,085</u>
	<b>Total</b>	<b>\$127,292,404</b>	<b>-\$0-</b>	<b>\$127,292,404</b>
24041000	North County Transit District (NCTD)			
	Operating (fixed route)	\$49,716,261	(\$8,656,261)	\$41,060,000
	Operating (ADA)	\$3,000,000	-\$0-	\$3,000,000
	Capital	<u>-\$0-</u>	<u>\$8,656,261</u>	<u>\$8,656,261</u>
	<b>Total</b>	<b>\$52,716,261</b>	<b>\$0</b>	<b>\$52,716,261</b>
	SANDAG			
24031004	Admin/Planning Transfer from MTS	\$2,651,202	-\$0-	\$2,651,202
24031004	Capital Transfer from MTS	\$278,570	-\$0-	\$278,570
24041002	Capital Transfer from NCTD	-\$0-	-\$0-	-\$0-
24041002	Admin/Planning Transfer from NCTD	<u>\$898,040</u>	<u>-\$0-</u>	<u>\$898,040</u>
	<b>Total</b>	<b>\$3,827,812</b>	<b>\$0</b>	<b>\$3,827,812</b>

2. That the Transportation Committee does hereby authorize the Chief Executive Officer to prepare and transmit allocation instructions and payment schedules to the San Diego County Auditor as are necessary and legal for payment of these claims.

PASSED AND ADOPTED this 21<sup>st</sup> day of June 2024.

Attest:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen's Association, and Mexico.

June 21, 2024

### 2023 Regional Transportation Improvement Program Amendment No. 13 and Air Quality Conformity Re-determination

#### Overview

The Regional Transportation Improvement Program (RTIP) is a five-year document that reflects funding sources, project phases, and fiscal years of implementation for all transportation-related projects in the San Diego region that: (1) use federal, state, or TransNet funds; (2) increase capacity of the transportation system; or (3) are regionally significant. SANDAG develops the RTIP based on projects included in the 2021 Regional Plan, as submitted by member agencies (local jurisdictions, transit agencies, Caltrans).

The [2023 RTIP](#) covers FY 2023 – FY 2027 and is fiscally constrained, meaning that enough revenue is committed or reasonably assumed to be available from local, state, and/or federal sources for each phase of the project that is included in the RTIP. Amendments are made to the RTIP on a quarterly (or as-needed) basis to reflect funding or scope changes.

#### Key Considerations

Four agencies have requested revised open to traffic dates for their respective projects that are included in the 2023 RTIP and Amended 2021 Regional Plan. Amendment No. 13 to the 2023 RTIP incorporates those revised open to traffic dates. In addition, SANDAG is required to determine consistency of the RTIP with the latest update to the Regional Plan, which was amended by the Board on October 13, 2023. Amendment No. 13 also establishes that consistency and re-determines conformity for the Amended 2021 Regional Plan.

Amendment No. 13, including the financial capacity analysis and air quality conformity analysis, can be found at: [2023 RTIP Amendment No. 13](#). Attachment 1 includes Resolution 2024-31. Attachment 2 highlights the projects in Amendment No. 13 with updated Open to Traffic dates. The 2023 RTIP can be found in its entirety at [sandag.org/RTIP](http://sandag.org/RTIP).

#### Next Steps

Pending Transportation Committee action, the Board of Directors will be asked to adopt Resolution No. 2024-31 at its meeting on June 28, 2024.

**Susan Huntington, Director of Financial Planning, Budgets and Grants**

- Attachments:
1. Resolution No. 2024-31
  2. Table 1 – Summary of Changes Report – Amendment No. 13

#### Action: Recommend

The Transportation Committee is asked to recommend that the Board of Directors adopt Resolution No. 2024-31, approving Amendment No. 13 to the 2023 Regional Transportation Improvement Program and adopting the air quality conformity re-determination.

#### Fiscal Impact:

There are no changes to funding in this amendment.

#### Schedule/Scope Impact:

Amendment No. 13 includes changes to the Open to Traffic dates on six projects in the program being completed by four agencies.



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## **Resolution No. 2024-31**

### **Approving Amendment No. 13 to the 2023 Regional Transportation Improvement Program and Adopting the Air Quality Conformity Re-determination**

WHEREAS, the San Diego Association of Governments (SANDAG) is the federally designated Metropolitan Planning Organization (MPO), pursuant to Title 23 United States Code (USC) Sections 135(a) and (g), for the San Diego County region; and

WHEREAS, Title 23, Part 450 and Title 49, Part 613 of the Code of Federal Regulations (CFR) require SANDAG, as the MPO, to prepare and update a long-range regional transportation plan and regional transportation improvement program; and

WHEREAS, on December 10, 2021, SANDAG adopted the 2021 Regional Plan, which serves as the region's regional transportation plan; and found the 2021 Regional Plan in conformance with the applicable State Implementation Plan (SIP), and with the 2016 Regional Air Quality Strategy (RAQS), in accordance with California law; and

WHEREAS, on January 28, 2022, the U.S. Department of Transportation (U.S. DOT) determined the 2021 Regional Plan to be in conformance to the applicable SIP in accordance with the provisions of 40 CFR Parts 51 and 93; and

WHEREAS, on September 23, 2022, SANDAG adopted the 2023 Regional Transportation Improvement Program (RTIP) and found the 2023 RTIP in conformance with the applicable SIP, and with the 2016 RAQS, in accordance with California law; and

WHEREAS, on December 16, 2022, the U.S. DOT determined the 2023 RTIP to be in conformance to the applicable SIP in accordance with the provisions of 40 Code of Federal Regulations (CFR) Parts 51 and 93; and

WHEREAS, on October 13, 2023, SANDAG adopted the Amendment to the 2021 Regional Plan (Amended 2021 Regional Plan) and found the 2021 Regional Plan in conformance with the applicable SIP and with the 2022 RAQS, in accordance with California law; and

WHEREAS, certain jurisdictions have requested revised open to traffic dates for their respective projects included in the Amended 2021 Regional Plan and the 2023 RTIP; and

WHEREAS, the 2023 RTIP programs funding for projects each year over five years while the Amended 2021 Regional Plan organizes projects into phases spanning several years; and

WHEREAS, no revisions to the Amended 2021 Regional Plan are necessary because the revised open to traffic dates do not move the projects into a different phase, however, the revised dates require modifications to the 2023 RTIP which have been incorporated into Amendment No. 13; and

WHEREAS, the 2023 RTIP Amendment No. 13 projects have been developed from the Amended 2021 Regional Plan and satisfy the transportation conformity provisions of 40 CFR 93.122(g) and all applicable metropolitan transportation planning requirements per 23 CFR Part 450, including the performance-based planning requirements; and

WHEREAS, the regionally significant, capacity increasing projects have been incorporated into the quantitative air quality emissions analysis and conformity findings conducted for the amended 2021 Regional Plan and the 2023 RTIP Amendment No. 13; and

WHEREAS, 2023 RTIP Amendment No. 13 continues to provide for timely implementation of transportation control measures contained in the adopted RAQS/SIP for air quality and a quantitative emissions analysis demonstrates that the implementation of the RTIP projects and programs meet all the federally required emissions budget targets; and

WHEREAS, projects in Amendment No. 13 satisfy the transportation conformity provisions of 40 CFR 93.122(g) and all applicable transportation planning requirements per 23 CFR Part 450 including all performance-based planning requirements; and

WHEREAS, all other projects in Amendment No. 13 are either non-capacity increasing or exempt from the requirements to determine conformity; and

WHEREAS, the 2023 RTIP Amendment No. 13 is fiscally constrained as shown in Chapter 2 of Amendment No. 13; and

WHEREAS, the public and affected agencies have been provided notice of and an opportunity to comment on the 2023 RTIP Amendment No. 13 and its air quality conformity determination and the redetermination of the Amended 2021 Regional Plan; and

NOW THEREFORE BE IT RESOLVED that the SANDAG Board of Directors finds the 2023 RTIP, including Amendment No. 13, is consistent with the Amended 2021 Regional Plan, is in conformance with the applicable SIP and with the 2022 RAQS for the San Diego region, is consistent with SANDAG Intergovernmental Review Procedures, and was developed consistent with the SANDAG Public Participation Plan; and

BE IT FURTHER RESOLVED that the SANDAG Board of Directors finds Amended 2021 Regional Plan is in conformance with all applicable SIP requirements for air quality, and the emissions budgets included in the 2020 Plan for Attaining the National Ambient Air Quality Standards for Ozone in San Diego County (October 2020), in accordance with the transportation conformity requirements contained in 40 CFR Part 51 and Part 93, as required by Section 176(c) of the federal Clean Air Act (42 U.S.C. Sec 7506) as amended, and the 2015 revisions to the National Ambient Air Quality Standards for ground-level ozone pursuant to Sections 108 and 109 of the Clean Air Act (42 U.S.C. Sec 7408 and Sec 7409) as amended, as well as the 2022 RAQS, in accordance with California law; and

BE IT FURTHER RESOLVED that the SANDAG Board of Directors does hereby approve Amendment No. 13 to the 2023 RTIP and its air quality conformity determination, and the redetermination of conformity for the Amended 2021 Regional Plan.

PASSED AND ADOPTED this \_\_\_ day of June 2024.

Attest:

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen's Association, and Mexico.

DRAFT

**Table 1 - Summary of Changes Report (\$000)  
2023 RTIP Amendment No. 13**

LEGEND:  
 ↑ Increase  
 ↓ Reduce  
 ↔ Revise  
 + Add new

Project ID	Lead Agency	Project Title	Total Programmed Before	Total Programmed Revised	Cost Difference	Percent Change	Change Description
CAL68	Caltrans	SR 94/125 Interchange and Arterial Operational Improvements	\$34,240,000	\$34,240,000	\$0	0%	Changed OTT date, no change to funding, no change to scope
CAL114	Caltrans	I-5/SR 56 Interchange	\$38,621,952	\$38,621,952	\$0	0%	Changed OTT date, no change to funding, no change to scope
CB32	Carlsbad, City of	El Camino Real Widening - Poinsettia to Camino Vida Roble	\$4,595,000	\$4,595,000	\$0	0%	Changed OTT date, no change to funding, no change to scope
CB59	Carlsbad, City of	El Camino Real Widening - Sunny Creek to Jackspar	\$5,010,000	\$5,010,000	\$0	0%	Changed OTT date, no change to funding, no change to scope
ESC08	Escondido, City of	Felicita Ave/Juniper Street	\$4,721,760	\$4,721,760	\$0	0%	Changed OTT date, no change to funding, no change to scope
SM31	San Marcos, City of	San Marcos Creek Specific Plan - Discovery St. Widening and Flood Control Improvements #88265	\$13,529,207	\$13,529,207	\$0	0%	Changed OTT date, no change to funding, no change to scope

June 21, 2024

## Annual Public Transit Report

### Overview

Assembly Bill 805 (Gonzalez, 2017) requires the Board of Directors to provide a report, developed through the Transportation Committee, to the State Legislature on or before July 1 of each year that outlines the region's public transit needs, transit funding criteria, recommended transit funding levels, additional work on public transit, and funds spent explicitly on public transportation.

### Key Considerations

This report reflects the status of the San Diego region's public transportation system in place during Fiscal Year 2023 (July 1, 2022 through June 30, 2023). As San Diego continued to recover from the COVID-19 pandemic, SANDAG began implementing transit projects from the 2021 Regional Plan and continued popular services and programs countywide.

In 2022, SANDAG celebrated the first anniversary of the Mid-Coast Trolley Extension. The Blue Line continues to host the highest ridership of any transit line in the region and remains a top performer compared to other light rail lines nationally.

In partnership with MTS, NCTD, and local community-based organizations, SANDAG extended the Youth Opportunity Pass pilot program, providing two additional years of free public transit service to anyone in the region 18 and under. This investment in our region's youth is already paying off, with over 9 million rides provided in Fiscal Year 2023 and a culture of transit continuing to take shape.

SANDAG broke ground on the Border to Bayshore Bikeway, which will connect the San Ysidro Port of Entry with the Imperial Beach segment of the Bayshore Bikeway and completed 75% of the Pershing Bikeway. The bikeways will provide nine new miles of safe connections for people using bicycles and other active transportation options.

This report also contains information regarding regional needs for public transit and active transportation and regionwide annual expenditures. These figures are compiled from SANDAG's 2021 Regional Plan, the Regional Transportation Improvement Program, and SANDAG, MTS, and NCTD reports.

### Next Steps

Pending the recommendation of the Transportation Committee, the Board of Directors is scheduled to consider this report at its June 28, 2024, meeting for submission to the State Legislature. In accordance with amendments in Senate Bill 891 (2023), the report for Fiscal Year 2024 and subsequent years will be completed earlier, with a due date of December 31, following the conclusion of the fiscal year.

### **Antoinette Meier, Senior Director of Regional Planning**

Attachment: 1. Annual Report on Public Transit in the San Diego Region, FY 2023 (with appendices)

#### Action: **Recommend**

The Transportation Committee is asked to recommend that the Board of Directors approve the report for submission to the state legislature.

**Fiscal Impact:** Staff effort on this report is funded through existing funding in OWP 3320100.

**Schedule/Scope Impact:** The report must be submitted to the state legislature by July 1, 2024.

## **Fiscal Year 2023 Annual Report to the Legislature on Public Transit in the San Diego Region**

Assembly Bill 805 (Gonzalez, 2017) requires the SANDAG Board of Directors to provide an annual report, developed through the Transportation Committee, to the State Legislature that outlines the region's efforts to support public transportation. The legislation, its criteria, and all required data are detailed in this report's appendices.

### **Implementing the 2021 Regional Plan**

Throughout Fiscal Year 2023, SANDAG has taken steps to implement the Regional Plan's vision for providing convenient and timely transit options. In FY 2023, SANDAG began planning for three new Next Generation *Rapid* routes identified in the Regional Plan. *Rapid* routes provide fast and frequent connections to regional destinations, transit connections, education opportunities, and healthcare. SANDAG finalized this study at the end of Fiscal Year 2024.

The 2021 Regional Plan identified the concept of "Flexible Fleets," offering new options for getting to and from transit and for short trips within the community via shared mobility services. New flexible fleet services launched in the summer of 2023, improving transit access to our popular beach communities. SANDAG continues to work with local jurisdictions and community organizations to increase the availability of flexible fleet services across the region.

This year, SANDAG began advanced planning for the Purple Line—a new high-speed transit line from the U.S.-Mexico border to Sorrento Mesa via National City, City Heights, and Kearny Mesa. The Purple Line will provide vital service to disadvantaged and marginalized communities and significantly reduce travel times within the surrounding areas.

Building a robust network of active transportation will help make our region safer, more sustainable, and healthier for all. In 2023, SANDAG continued construction work on regional bikeways in the cities of San Diego and Imperial Beach: the Pershing Bikeway through Balboa Park, the Barrio Logan segment of the Bayshore Bikeway, and the Border to Bayshore Bikeway connecting the San Ysidro Port of Entry to the regional bikeway network. These bikeways are slated to open in the coming years and will improve safety and connectivity throughout the region.<sup>1</sup>

SANDAG's Youth Opportunity Pass completed its first year, providing free public transit access to all youth 18 and under throughout the San Diego region. This partnership with our local transit operators, MTS and NCTD, has been extremely successful. In Fiscal Year 2023, the Youth Opportunity Pass provided over 9 million rides to San Diego youth, taking them to school, to internships, to the beach, and to visit friends and family. SANDAG has approved funding to continue the Youth Opportunity Pass program for at least two more years and will continue working with our local and state partners to provide this program permanently for the youth of San Diego.

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<sup>1</sup> [SANDAG TransNet Regional Bike Projects](#)

## Looking Forward

In October 2023 the SANDAG Board approved funding to advance planning for six *Rapid* routes, new Flexible Fleet pilots, and ongoing construction of regional bikeways.

The Blue Line trolley and the transit center in San Ysidro are also slated for improvements. The future San Ysidro Mobility Hub will be able to host an enhanced Blue Line Trolley, the new Purple Line, and improved local and *Rapid* bus service. These improvements are designed to enhance the experience of people traveling throughout our binational region.

## Fiscal Cliff

Like other transit agencies around the state MTS and NCTD are still recovering from the impact of the pandemic and rely on funding from federal and state sources. Sustainable sources of funding are needed to both provide high-quality service and continue to deliver planned improvements. SANDAG and our operating partners in the region are actively working with partner agencies around the state to advocate for funding for transit operations, including participating in statewide listening sessions, coordinating on funding allocation discussions, and maintaining a strong presence in Sacramento.

Transit operators in San Diego estimate that their federal funding will dry up by 2027, just three years from now.<sup>2</sup> With local revenue still reduced from recovering ridership and costs increasing due to inflation, MTS and NCTD have started to make contingency plans for their operations should that deadline arrive without a viable replacement in place. Options include reducing existing transit service, delaying planned capital projects and increasing fares.

In 2023, new state transit assistance was approved through SB 125, providing relief to transit agencies across the state and signaling a willingness from the state government to ensure that transit service remains active throughout California. However, due to recent budget issues, this funding has been placed on hold, and our transit operators are once again unsure of their fiscal position. MTS had plans to use SB 125 funding to shore up operations for several more years while also delivering long-awaited capital improvements on the Orange Line trolley and enhancements to frequencies and spans of service systemwide. San Diego will need assistance to continue providing the transit service that our residents and visitors rely on.

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<sup>2</sup> [MTS Board of Directors](#), March 16, 2023, Item 14

## Appendix A

### Reporting Requirements

Consistent with Section 9795 of the California State Government Code:

(a)(1) Any report required or requested by law to be submitted by a state or local agency to the Members of either house of the Legislature generally, shall instead be submitted as a printed copy to the Secretary of the Senate, as an electronic copy to the Chief Clerk of the Assembly, and as an electronic or printed copy to the Legislative Counsel. Each report shall include a summary of its contents, not to exceed one page in length. If the report is submitted by a state agency, that agency shall also provide an electronic copy of the summary directly to each member of the appropriate house or houses of the Legislature. Notice of receipt of the report shall also be recorded in the journal of the appropriate house or houses of the Legislature by the secretary or clerk of that house.

(2) In addition to and as part of the information made available to the public in electronic form pursuant to [Section 10248](#), the Legislative Counsel shall make available a list of the reports submitted by state and local agencies, as specified in paragraph (1). If the Legislative Counsel receives a request from a member of the public for a report contained in the list, the Legislative Counsel is not required to provide a copy of the report and may refer the requester to the state or local agency that authored the report, or to the California State Library as the final repository of public information.

(b) No report shall be distributed to a Member of the Legislature unless specifically requested by that Member.

(c) Compliance with subdivision (a) shall be deemed to be full compliance with [subdivision \(c\) of Section 10242.5](#).

(d) A state agency report and summary subject to this section shall include an Internet website where the report can be downloaded and telephone number to call to order a hard copy of the report.

A report submitted by a state agency subject to this section shall also be posted at the agency's Internet website.

(e) For purposes of this section, "report" includes any study or audit.

## **Regional Identified Public Transit Needs**

A comprehensive list of transit projects identified by SANDAG and the region's transit operators that would meet the transit needs of the San Diego region is included in the 2021 Regional Plan. The 2021 Regional Plan presents the overall vision for how the San Diego region will grow through 2050, including all the transportation-related investments that will be needed to support that vision.

Each year, the Metropolitan Transit System (MTS) and North County Transit District (NCTD) are required to submit a Service Implementation Plan (SIP) to SANDAG in advance of the budget approval process. The SIPs list the operational changes each transit operator implemented or plans to implement to balance proposed fiscal year budgets.

### *Regional Public Transit Needs*

The 2021 Regional Plan identifies 56 public transit projects across a variety of modes and jurisdictions. These projects include Next Generation Rapid bus, new light rail, new regional rail, streetcar, ferry, mobility hubs, and an airport transit connection. The full list of identified projects is available in [Appendix A of SANDAG's 2021 Regional Plan](#).

The 2021 Regional Plan also identifies 124 active transportation projects that support the regional transit network. These projects include on-street and off-street facilities for bicycles, scooters, pedestrians, and more. The full list of identified projects is available in [Appendix A of SANDAG's 2021 Regional Plan](#).

### *Operator-Identified Service Area Needs*

MTS identified 42 projects for transit service improvements in its latest Service Implementation Plan, an element of its annual budgeting process. These improvements include frequency enhancements on bus and rail services, adjustments of certain bus route schedules, and realigned rail service patterns. The full list of identified projects is available in [MTS's 2024 Adopted Fiscal Year Budget](#).

NCTD identified 9 projects for transit service improvements in its latest Service Implementation Plan, an element of its annual budgeting process. These improvements include frequency enhancements on bus and rail services, implemented capital investment plans, bus service modifications, and new paratransit and microtransit service. The full list of identified projects is available in [NCTD's FY 2024 Service Implementation Plan](#).

## **Transit Project Evaluation Criteria**

SANDAG prioritizes projects and their phasing through the development of project evaluation criteria and network-based performance measures as part of the 2021 Regional Plan, among other factors. Input for the criteria is received through public workshops, as well as from the region's planning directors, the transit operators, SANDAG policy committees, and the Board of Directors.

The project evaluation criteria for the 2021 Regional Plan are organized within the three goals established by the Board of Directors: (1) Environment & Quality of Life; (2) Mobility & Safety; and (3) Economy. Each individual criterion is nested into one of the three goals. The full list of criteria is available in [Appendix T of SANDAG's 2021 Regional Plan](#).

## **Additional Work on Public Transit**

In addition to the regular work that SANDAG undertakes as part of its core mission to develop transportation programs and projects, there are a variety of additional efforts that are undertaken at the direction of the SANDAG Board of Directors which are transit supportive. The transit supportive studies and work that SANDAG implemented in FY 2023 total \$29.9 million. The full list of expenditures is available in Chapters 2 and 5 of [SANDAG's Fiscal Year 2024 Budget](#).

## **Recommended Transit Funding Levels**

SANDAG, as the Metropolitan Planning Organization and the Regional Transportation Planning Agency, is required by state and federal laws to develop and adopt a Regional Transportation Improvement Program (RTIP). The RTIP is a multi-billion-dollar, multi-year program of proposed projects for major transportation improvements in the San Diego Region. All public transit funding that is recommended for expenditure in the five-year period covered by the RTIP is SANDAG Board approved as part of the FY 2023 Transit CIP. The RTIP includes committed funds of \$4.3 million by the region through as far as FY 2033. The full list of expenditures and funding levels is available in [the latest update to the Regional Transportation Improvement Program](#).

## **Funds Spent Specifically on Public Transit**

Each year, SANDAG expends funding on transit-specific projects. Examples of transit-specific projects include the Mid-Coast Trolley, South Bay *Rapid*, and double tracking of the COASTER corridor. MTS and NCTD also expend transit-specific funding, including for operation of transit services, vehicles, and facility replacements. SANDAG's Expenditures total \$138.1 million. MTS expenditures total \$368.6 million. NCTD's expenditures total \$146.6 million. The full list of expenditures is available in [SANDAG's Fiscal Year 2024 Budget](#), as well as the Annual Comprehensive Financial Reports for [MTS](#) and [NCTD](#).

June 21, 2024

## 2025 Regional Plan: Public Health and Safety

### Overview

On June 22, 2022, the Board of Directors adopted [Resolution No. 2023-02](#) directing staff to develop a regional Vision Zero Action Plan (VZAP) to improve traffic safety. On September 22, 2023, the Board also adopted Resolution No. 2024-04 (Attachment 1) directing staff to prioritize “healthy communities and environment for everyone” in the 2025 Regional Plan. As a result, both health and safety were added as goals and policy areas to the initial concept for the 2025 Regional Plan.

### Key Considerations

#### **Public Health and Safety Panel**

Since the adoption of Resolution No. 2024-04, a health policy was incorporated into the initial concept for the 2025 Regional Plan. The policy focuses on health impacts on disadvantaged communities that have historically borne a disproportionate share of pollution caused by transportation sectors. Staff will describe how the health policy would be implemented through the proposed investments in the Regional Plan.

Additionally, a panel of experts on air quality and public health will discuss regional air quality issues and the associated public health challenges. The panel will also discuss the relationship between health, safety, and our built environment and opportunities to improve health and safety through projects and programs that reduce pollution and increase physical activity.

#### **Vision Zero Update**

Since the adoption of [Resolution No. 2023-02](#), staff has made significant progress on developing a regional Vision Zero Action Plan (VZAP). With grant funding from the US DOT, SANDAG convened an expert taskforce to guide the development of a VZAP; collected and analyzed traffic safety data; developed a public facing dashboard to guide regional and local planning; and developed a framework for the VZAP that will be finalized later this year and incorporated into the 2025 Regional Plan. Projects in the VZAP will be eligible for competitive federal and state funding programs. The VZAP is being developed in close partnership with local jurisdictions, Caltrans, and simultaneous development of a local and tribal safety action plan with the City of Vista and La Jolla Band of Luiseño Indians, respectively.

### Next Steps

[Health](#) and [safety](#) will continue to be prioritized through the development of the 2025 Regional Plan. The VZAP will be finalized in fall 2024 and projects, programs, and policies that support safe and healthy communities are being integrated into the development of the 2025 Regional Plan.

#### **Antoinette Meier, Senior Director of Regional Planning**

Attachment: 1. SANDAG Resolution No. 2024-04

#### **Action: Information**

Staff and expert panelists will discuss opportunities to address public health and safety through the 2025 Regional Plan. Staff will also present an update on its work related to safety in the Vision Zero Action Plan.

#### **Fiscal Impact:**

Development of the 2025 Regional Plan is funded under Overall Work Program Project Nos. 3103000 and 3100406. The Vision Zero Action Plan is funded through a Safe Streets for All grant and OWP 3102700.

#### **Schedule Impact:**

The Vision Zero Action Plan is scheduled to be completed in Fall 2024. The 2025 Regional Plan is being developed and is expected to be brought to the Board of Directors for consideration in late 2025.



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## **Resolution No. 2024-04**

### **A Resolution of the SANDAG Board of Directors Relating to the 2025 Regional Plan**

WHEREAS, SANDAG is preparing the 2025 Regional Plan (2025 RP) that is the long-term blueprint for transportation in the San Diego region that reimagines how people, goods and services move in the 21st century; and

WHEREAS, Assembly Bill 617 (C. Garcia, 2017) resulted in the establishment of the San Diego County Air Pollution Control District's (APCD) 2021 Community Emissions Reduction Plan for Portside Environmental Justice Neighborhoods (CERP) that contains information and strategies intended to reduce both air pollution emissions and community exposure to air pollution in the Portside Community with specific goals by 2031; and

WHEREAS, the California Office of Environmental Health Hazard Assessment (OEHHA) has developed a screening/mapping tool to identify California communities that are most affected by many sources of pollutants called the California Communities Environmental Health Screening Tool (CalEnviroScreen); and

WHEREAS, any new regional vision should consider reducing the health impacts caused by the transportation sector with goals within a reasonable time especially in the most affected communities; and

WHEREAS, small particulate pollution, less than 2.5 microns, referred to as PM 2.5 can travel deep into the lungs and cause various health problems including heart and lung disease with the most harm to children, the elderly, and people suffering from heart or lung disease, asthma or chronic illness; and

WHEREAS, diesel particulate material (Diesel PM) is the smaller part of PM 2.5 that is a carcinogen-laden soot that deposits deep in the lungs, and it is estimated that about 70% of total known cancer risk related to air toxics in California is attributable to Diesel PM.; and

WHEREAS, experts are concerned about people living and working near ports, warehouse distribution centers and other freight corridors, where asthma rates and cancer risk there can be so elevated that physicians have labeled them the "diesel death zone"; and

WHEREAS, CalEnviroScreen maps have identified Diesel PM by census tracts and that those with 75th percentile scores or higher include residential neighborhoods to places for employment in, San Diego, Chula Vista, National City, Coronado, Carlsbad, Escondido, Encinitas, Solana Beach, San Marcos, La Mesa, Lemon Grove El Cajon and unincorporated portions of San Diego County; and

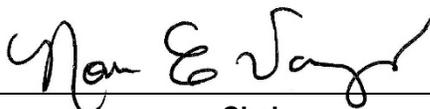
WHEREAS, the California Air Resources Board has estimated that the Diesel PM reduction policies in place so far will save hundreds of lives, thousands of hospital visits resulting in billions of dollars in health care savings in the years ahead; and

WHEREAS, Will Barrett, National Director of the American Lung Association has stated, “We found 735 billion dollars in public health benefits is on the table if we make strong investments in cleaning up the truck sector, partnering that with clean energy and really making a strong push to zero emission technology,” and The American Lung Association’s “Delivering Clean Air” report estimates nearly 67,000 premature deaths can be avoided if diesel pollution is eliminated, which would mean 1.75 million fewer asthma attacks and 8.5 million fewer missed workdays linked to pollution related illnesses.

NOW THEREFORE BE IT RESOLVED that the SANDAG Board of Directors directs its staff to consider the following when preparing the draft 2025 RP:

- (1) Prioritize the goal of “Healthy communities and environment for everyone” through the reductions of harmful air pollutants from on-road transportation through programs, policies and pilot projects in the census tracts identified with Diesel PM scores in the 75th percentile or higher per the current CalEnviroScreen maps and data;
- (2) The health impacts, with an emphasis on disadvantaged communities that have historically borne a disproportionate share of pollution caused by transportation; and
- (3) Support goals 1-6 of the [APCD CERP](#) as they relate to the 2025 RP; and

NOW THEREFORE BE IT FURTHER RESOLVED that nothing in this resolution is intended to mandate the contents of the 2025 RP or its Environmental Impact Report or otherwise establish SANDAG policy prior to consideration and adoption of the 2025 RP or certification of its Environmental Impact Report by the Board of Directors.

  
\_\_\_\_\_  
**Chair**

Attest:

  
\_\_\_\_\_  
**Secretary**

**Member Agencies:** Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

**Advisory Members:** California Department of Transportation, Metropolitan Transit System, North County Transit District, Imperial County, U.S. Department of Defense, Port of San Diego, San Diego County Water Authority, Southern California Tribal Chairmen’s Association, and Mexico.

June 21, 2024

## 2025 Regional Plan: Flexible Fleet

### Overview

Flexible Fleets are a key strategy in the Regional Plan for improving mobility and access. Flexible Fleets are on-demand shared transportation services that are typically reserved through a mobile application. Staff will share how SANDAG is collaborating with agencies across the region to implement the Flexible Fleet vision in the Regional Plan.

An emerging Flexible Fleet model that SANDAG is evaluating is Advanced Air Mobility (AAM). AAM is a rapidly developing sector of the aerospace industry focused on providing highly autonomous aerial services for goods and passengers. While AAM is regulated by the Federal Aviation Administration, the potential impacts of these services on local communities must be considered. In 2022 SANDAG received a Caltrans Planning Grant to proactively plan for AAM. Staff will provide an update on this effort.

### Key Considerations

#### *Flexible Fleets Pilot Program*

Over the past few years, SANDAG has partnered with member agencies and Community Based Organizations to implement Flexible Fleets pilots. The Beach Bug is a partnership with the City of San Diego, connecting the beach community to the Mid Coast Trolley Station. The service recently celebrated the milestone of 65,000 riders. In addition, the City of Oceanside, Visit Oceanside, and SANDAG partnered to re-launch the gO'side service, which is serving an average 890 rides per month. SANDAG also successfully partnered with Urban Collaborative Project (UCP) on a grant application that will fund a four-year microtransit pilot in Southeast San Diego using clean air vehicles.

SANDAG also coordinates with member agencies to provide technical assistance and share best practices. The North County Transit District (NCTD) recently launched its new NCTD+ Microtransit service, with the first pilot in San Marcos. Details of the additional proposed services are included in the [February 15, 2024, NCTD Board of Directors Staff Report](#). SANDAG and NCTD staff will provide an overview of current pilots. Additionally, staff will share the proposed approach for the evaluation and selection of Flexible Fleets pilot projects for the programmed \$5 million that the SANDAG Board of Directors approved on [October 27, 2023](#). This funding will be made available through a competitive process with a solicitation for pilot projects expected in late 2024.

A Flexible Fleet [Open Data Portal](#) has also been developed to provide a centralized location for flexible fleet data and enable ongoing monitoring and evaluation as more services are launched.

### Action: Information

Flexible fleets are a core component of the 2025 Regional Plan. Staff from SANDAG and NCTD will present on current pilot projects, a new Flexible Fleets funding program that is under development, and efforts to proactively plan for the next generation of flexible fleets: Advanced Air Mobility.

### Fiscal Impact:

Development of the 2025 Regional Plan is funded under Overall Work Program Project Nos. 3501000, 3103000 and 3100406. The AAM project is funded by a Caltrans planning grant under the Overall Work Program Project Number: 3401800.

### Schedule Impact:

The 2025 Regional Plan is being developed and is expected to be brought to the Board of Directors for consideration in late 2025. The AAM project is expected to be completed with all final deliverables by mid-2025.

## ***Advanced Air Mobility***

While AAM is an emerging industry, in the U.S. alone, the market is anticipated to reach \$115 billion annually by 2035<sup>1</sup>. Without proper regulatory intervention at the local and regional level, an industry driven deployment could result in poor outcomes for our region's residents. The swift adoption of on-demand shared micromobility (e.g., bikeshare, scootershare, etc.) last decade left little time for public agencies to respond, resulting in safety and accessibility concerns. Similarly, the rapidly growing AAM industry has the potential to significantly impact the built environment and transportation. Planners and policymakers need to prepare for AAM now to maximize the benefits and minimize adverse impacts on communities.

SANDAG is working in coordination with industry experts and regional stakeholders to develop a framework to prepare our region for equitable and responsible AAM integration. The draft guiding principles for the framework are provided as Attachment 1. The framework will provide guidance and tools for jurisdictions to enable a more seamless deployment of AAM infrastructure. This work will also inform how AAM is considered in the next Regional Plan.

### **Next Steps**

Staff will incorporate comments from today's meeting into the Flexible Fleet competitive pilot program. It is anticipated that the proposed guidelines and evaluation criteria will be brought to the Transportation Committee later this year for consideration.

The AAM framework and strategy will be brought periodically to the Mobility Working Group and Sustainable Communities Working Group for local agency input. Staff will return to the Transportation Committee early next year to share key deliverables.

### ***Antoinette Meier, Senior Director of Regional Planning***

Attachment: 1. SANDAG AAM Collaborative Guiding Principles

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<sup>1</sup> (Aijaz Hussain, 2021)

# Guiding Principles

**AAM in the San Diego Region**  
Developing a Comprehensive Framework

# Advanced Air Mobility in the San Diego Region: Developing a comprehensive framework

The San Diego region is primarily focused on achieving regional readiness for Advanced Air Mobility (AAM) as opposed to early adoption of the technology. This approach considers AAM as part of a multi-modal network and emphasizes cross-jurisdictional collaboration for infrastructure investments. The framework will focus on achieving a connected, equitable, and safe AAM ecosystem, leveraging the collective insight and expertise of various stakeholders.

## Early-Stage Planning

### Focus Areas for AAM in San Diego Region

These emerging guiding principles will support the development of a comprehensive and scalable framework for integrating AAM in the region.



Equity, Public Benefit,  
and Engagement



Operational  
Efficiency



Safety and  
Security



Environmental Sustainability  
and Economic Viability



Infrastructure, Demand  
Capacity, and Technology  
Scalability





## Equity, Public Benefit, and Engagement

### Emergency Services and Public Safety

Utilize AAM for faster and more efficient emergency response, including medical evacuations and wildfire control.

### Public Awareness and Acceptance

Conduct public outreach programs with transparency to educate communities about the benefits and challenges of AAM.

### Stakeholder Collaboration

Prioritize a community first approach throughout ongoing dialogue with stakeholders.

### Inclusive and Equitable Mobility

Develop strategies to make AAM services accessible and affordable for various communities, including low-income and underserved populations.



## Safety and Security

### Comprehensive Safety and Security Framework

Consider a multi-faceted approach to safety and security that encompasses safe vehicle design and operation, robust physical and digital infrastructure, secure operational protocols, and a strong focus on personal safety for passengers and operators.

### Crawl-Walk-Run

Adopt a "Crawl-Walk-Run" methodology in alignment with FAA guidelines to facilitate Entry into Service (EIS) operations building on existing services and infrastructure, while integrating AAM technologies, capabilities, and interoperability throughout regional projects to prepare for increasing scale and automation.



## Operational Efficiency

### Seamless Multi-modal Connectivity

Integrate with existing transportation modes, offering hassle-free transitions between AAM and ground-based services such as micro-mobility, public transit, and ride sharing.

### Optimal Airspace Management

Collaborate with relevant regional authorities and stakeholders to create a shared understanding of airspace management and minimize conflicts with other air traffic.



## Environmental Sustainability and Economic Viability

### Low Emissions

Promote energy-efficient technologies and practices consistent with climate friendly priorities.

### Noise Abatement

Understand potential noise impacts at the source and recommend noise reduction technologies and initial operational procedures.

### Financial Sustainability

Consider sustainable business models that attract investments and maintains operational viability over the long term.

### Workforce Development

Foster local employment opportunities in various AAM domains, including operations, maintenance, and administrative roles.



## Infrastructure, Demand Capacity and Technology Scalability

### **Vertiport Infrastructure**

Update local government land development codes to facilitate a model vertiport permitting process.

### **Grid and Fuel Sustainability**

Address future demand on the electrical grid with infrastructure improvements and supporting policies.

### **Demand Capacity Building (DCB)**

Provide a foundation that can support DCB from market entry to scalable operations and usage.

### **Flexible and Scalable Technology Development**

Prioritize architecture for AAM services that is flexible and scalable with a focus on future-proofing investment.

## Collaborative Outcomes

The insights and outcomes generated by the collaborative will inform the following deliverables:

**Task 4: Public Outreach and Education Strategy:** Develop a comprehensive plan to inform and educate the public about the benefits and challenges of AAM.

**Task 5: AAM Regional Policy Framework:** Formulate and refine regional policy guidelines that cater to the unique needs and constraints of the San Diego region.

**Task 6: Regional AAM Implementation Strategy:** Create a roadmap for regional implementation of AAM, keeping in view the broader transportation network.

# Attachment

SANDAG Borders Committee  
meeting agenda 6/28/24



## Borders Committee Agenda

Friday, June 28, 2024,  
1 p.m.

Welcome to SANDAG. The Borders Committee meeting scheduled for Friday, June 28, 2024, will be held in person in the SANDAG Board Room. While Committee members will attend in person, members of the public will have the option of participating either in person or virtually.

For public participation via Zoom webinar, click the link to join the meeting: <https://us02web.zoom.us/j/84620909111>

Webinar ID: 846 2090 9111

To participate via phone, dial a number based on your current location in the US:

+1 (669) 900-6833      +1 (929) 205-6099      International numbers available: <https://us02web.zoom.us/j/84620909111>

All in-person attendees at SANDAG public meetings other than Board of Directors, Policy Advisory Committee members, and SANDAG staff wearing proper identification are subject to screening by walk-through and handheld metal detectors to identify potential hazards and prevent restricted weapons or prohibited contraband from being brought into the meeting area consistent with section 171(b) of the California Penal Code. The SANDAG [Public Meeting Screening Policy](#) is posted on the [Meetings & Events](#) page of the SANDAG website.

**Public Comments:** Members of the public may speak to the Borders Committee on any item at the time the Committee is considering the item. Public speakers are generally limited to three minutes or less per person.

Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at [clerkoftheboard@sandag.org](mailto:clerkoftheboard@sandag.org) (please reference Borders Committee meeting in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. the business day before the meeting will be provided to members prior to the meeting. All comments received prior to the close of the meeting will be made part of the meeting record.

If you desire to provide in-person verbal comment during the meeting, please fill out a speaker slip, which can be found in the lobby. If you have joined the Zoom meeting by computer or phone, please use the "Raise Hand" function to request to provide public comment. On a computer, the "Raise Hand" feature is on the Zoom toolbar. By phone, enter \*9 to "Raise Hand" and \*6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those in person and joining via a computer, and by the last three digits of the phone number of those joining via telephone. Should you wish to display media in conjunction with your comments, please inform the Clerk when called upon. The Clerk will be prepared to have you promoted to a position where you will be able to share your media yourself during your allotted comment time. In-person media sharing must be conducted by joining the Zoom meeting on the personal device where the content resides. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other "housekeeping" matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made in writing via email or speaker slip, or verbally per the instructions above.

In order to keep the public informed in an efficient manner and facilitate public participation, SANDAG provides access to all agenda and meeting materials online at [sandag.org/meetings](http://sandag.org/meetings). Additionally, interested persons can sign up for email notifications at [sandag.org/subscribe](http://sandag.org/subscribe). A physical copy of this agenda may be viewed at the SANDAG Toll Operations Office, 1129 La Media Road, San Diego, CA 92154, at any time prior to the meeting.

To hear the verbatim discussion on any agenda item following the meeting, the [audio/video](#) recording of the meeting is accessible on the SANDAG website.

SANDAG agenda materials can be made available in alternative languages. To make a request, call (619) 699-1900 at least 72 hours in advance of the meeting.

Los materiales de la agenda de SANDAG están disponibles en otros idiomas. Para hacer una solicitud, llame al (619) 699-1900 al menos 72 horas antes de la reunión.

# SANDAG

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This meeting will be conducted in English, and simultaneous interpretation will be provided in Spanish. Interpretation in additional languages will be provided upon request to [ClerkoftheBoard@sandag.org](mailto:ClerkoftheBoard@sandag.org) at least 72 business hours before the meeting.

Esta reunión se llevará a cabo en inglés, y se ofrecerá interpretación simultánea en español. Se ofrecerá interpretación en otros idiomas previa solicitud a [ClerkoftheBoard@sandag.org](mailto:ClerkoftheBoard@sandag.org) al menos 72 horas antes de la reunión.

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Бесплатная языковая помощь | Assistència lingüística gratuita | मुफ्त भाषा सहायता | Assistance linguistique gratuite |  
ជំនួយភាសាឥតគិតថ្លៃ | ఉచిత భాషా సహాయం | ການຊ່ວຍເຫຼືອດ້ານພາສາອາວຸໂສ | Kaalmada Luqadda ee Bilaashka ah |  
Безкоштовна мовна допомога | [sandag.org/LanguageAssistance](http://sandag.org/LanguageAssistance) | (619) 699-1900**

### Closed Captioning is available

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**Vision Statement:** Pursuing a brighter future for all

**Mission Statement:** We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.

**Our Commitment to Equity:** We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. The SANDAG equity action plan will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.

# Borders Committee

Friday, June 28, 2024

## Comments and Communications

### 1. Non-Agenda Public Comments/Member Comments

Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of Borders Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Public comments under this agenda item will be limited to five public speakers. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Borders Committee members and SANDAG staff also may present brief updates and announcements under this agenda item.

## Consent

### +2. Approval of Meeting Minutes

*Francesca Webb, SANDAG*

Approve

The Borders Committee is asked to approve the minutes from its March 22, 2024, meeting.

[Meeting Minutes](#)

### +3. Overview of June 2024 Elections in Mexico

*Hector Vanegas, SANDAG*

Information

This report provides a general overview of the results of Mexico's 2024 federal elections, held on June 2, 2024.

[Overview of 2024 Elections in Mexico](#)

## Reports

### +4. SR 11/Otay Mesa East Port of Entry: Binational Agreements

*Dr. Andrea Hoff, Betsy Blake, SANDAG; Nikki Tiongco, Caltrans*

Recommend

The Borders Committee is asked to recommend that the Board of Directors adopt Resolution No. 2024-32, approving and authorizing the execution and delivery of the Amended and Restated Toll Allocation Agreement with Mexico's Ministry of Infrastructure, Communications, and Transportation (SICT), the Toll Governance Agreement with SICT, and the Custodial Agreement with the North American Development Bank and SICT.

***Attachments and Supporting Materials for this item were not ready at the time of posting and will be posted when complete.***

[SR 11 OME Port of Entry Binational Agreements](#)

### 5. Adjournment

The next Borders Committee meeting is scheduled for Friday, July 26, 2024, at 1 p.m.

+ next to an agenda item indicates an attachment

April 26, 2024

## March 22, 2024, Meeting Minutes

### [View Meeting Video](#)

Chair Jesus Eduardo Escobar (Imperial County) called the Borders Committee meeting to order at 1:08 p.m.

#### **1. Public Comments/Communications/Member Comments**

Public Comments: Truth, Blair Beekman, and The Original Dra.

Member Comments: Vice Chair Carolina Chavez (South County).

#### **Consent**

#### **2. Approval of Meeting Minutes**

The Borders Committee was asked to approve the minutes from its January 26, 2024, meeting.

Public Comments: The Original Dra.

Action: Upon a motion by Vice Chair Chavez, and a second by Councilmember Laura Koval (East County), the Borders Committee voted to approve the Consent Agenda.

The motion passed.

Yes: Chair Escobar, Vice Chair Chavez, Councilmember Koval, and Mayor Dane White (North County Inland).

No: None.

Abstain: None.

Absent: City of San Diego, County of San Diego, and North County Coastal.

#### **Reports**

#### **3. Tijuana River Valley U.S. – Mexico Transborder Pollution Environmental Crisis**

City of Imperial Beach Mayor Paloma Aguirre presented an overview of the status of the Tijuana River Valley emergency, the comprehensive plan to address the issue, and current implementation challenges.

Public Comments: The Original Dra and Blair Beekman.

Action: Information.

#### **4. Public Health Report on Exposure Risks from Contaminated Water in the Tijuana River Valley**

San Diego State University Professor Paula Stigler-Granados discussed how public health impacts may extend far further than beach closures due to sewage and toxic spill on the Tijuana River estuary.

Public Comments: The Original Dra and Blair Beekman.

Action: Discussion.

## **5. Cross Border Xpress Update**

Jorge Goytortua, Cross Border Xpress, presented an overview of Cross Border Xpress operations, crossing volumes, and plans to meet future demand.

Public Comments: The Original Dra and Blair Beekman.

Action: Information.

## **6. Adjournment**

The next Borders Committee meeting is Friday, February 23, 2024, at 1 p.m.

Chair Escobar adjourned the meeting at 2:39 p.m.

DRAFT

## Confirmed Attendance at Borders Committee Meeting

Jurisdiction	Name	Member/ Alternate	Attended
South County	Carolina Chavez, Vice Chair	Member	Yes
	Luis Plancarte	Alternate	No
East County	Laura Koval	Member	Yes
	Patricia Dillard	Alternate	No
City of San Diego	Vivian Moreno	Member	No
	Sean Elo-Rivera	Alternate	No
County of San Diego	Joel Anderson	Member	No
	Nora Vargas	Alternate	No
Imperial County	Jesus Eduardo Escobar, Chair	Member	Yes
	Mitch McKay	Alternate	No
North County Coastal	Terry Gaasterland	Member	No
	Ryan Keim	Alternate	No
North County Inland	Dane White	Member	Yes
	Joe Garcia	Alternate	No
Riverside County	Crystal Ruiz	Member	No
	Yxstian Gutierrez	Alternate	No
Republic of Mexico	Alicia Kerber-Palma	Member	No
	Gilberto Luna	Alternate	Yes
Southern California Tribal Chairmen's Association	Raymond Welch	Member	No
	Cody Martinez	Alternate	No
Caltrans	Everett Townsend	Member	No
	Roy Abboud	Alternate	Yes
San Diego County Water Authority	Valentine Macedo, Jr.	Member	No
	Steve Casteneda	Alternate	No
Southern California Association of Governments	Naresh Amatya	Member	No
	David C. Salgado	Alternate	No
Orange County	Vacant	Member	N/A
	Vacant	Alternate	N/A

June 28, 2024

## Overview of June 2024 Elections in Mexico

### Overview

On June 2, 2024, Mexico held federal elections to elect the president and the Lower and Upper Chamber members that constitute the Union Congress (500 federal deputies and 128 senators) and the concurrence of the 32 federative entities, including 8 governorships, the head of government of Mexico City, as well as local congresses, city councils, municipal councils and mayors' offices. In total more than 19 thousand positions were elected. The new president of Mexico, Claudia Sheinbaum, will be sworn in on October 1, 2024, for the 2024–2030 term of office. The federal legislators will start their terms on September 1, 2024. In the State of Baja California, voters also elected mayor and city councils of the seven municipalities, as well as 25 seats of the local legislature.

#### Action: Information

This report provides a general overview of the results of Mexico's 2024 federal elections, held on June 2, 2024.

#### Fiscal Impact

N/A

#### Schedule/Scope Impact

N/A

### Discussion

The 1917 Mexican Constitution defines three branches of government – executive, legislative, and judicial, while defining responsibilities and specific term limits for elected officials. The president of Mexico, senators, and state governors are elected for six-year terms, while federal diputados (the equivalent of United States congressional representatives), mayors, city councilmembers, and state legislators are elected for a three-year term. The 2014 political reform amended the Constitution to allow consecutive reelections for senators, diputados, mayors, and state legislators to serve up to 12 consecutive years, beginning in 2018.

The elections are organized by the National Electoral Institute (Instituto Nacional Electoral or INE), an independent public organization, functioning autonomously to, among other responsibilities, perform the official count of the electoral votes and report the results of the official winners.

A separate judicial entity, the Electoral Court of the Federal Judiciary Power (Tribunal Electoral del Poder Judicial de la Federación or TEPJF), qualifies and sanctions the elections results.

For this year's elections, seven political parties, which grouped themselves into two coalitions, as well as one party alone, registered three candidates for the presidency. The majority of votes were for the "Juntos Haremos Historia (Together We'll Make History)" coalition, which was formed by the ruling party Morena, the Labor Party (Partido del Trabajo or PT), and the Green Party of Mexico (Partido Verde Ecologista Mexicano or PVEM). Receiving the second highest percentage of votes was the coalition "Fuerza y Corazón por México (Force and Heart for Mexico)," formed by the National Action Party (Partido Acción Nacional or PAN), the Institutional Revolutionary Party (Partido Revolucionario Institucional or PRI), and the Party of the Democratic Revolution (Partido de la Revolución Democrática or PRD), followed by Citizens Movement (Movimiento Ciudadano or MC).

The new federal administration will start on October 1, 2024, for the 2024-2030 term.

According to INE, as of the date of this report, the election turnout was about 61% of registered voters.

Voters also elected a new federal Congress. The 500 diputados are elected for a three-year term, forming the Lower Chamber (or Cámara de Diputados). Three hundred diputados are directly elected within the 300 districts that cover the national territory on a geographic and demographic base. Two hundred more

are assigned from lists previously provided by the parties following a formula based on proportional election results. Below are the results of those diputados that were directly elected:

Morena	157
PVEM	57
PT	37
PAN	34
PRI	10
PRD	2
MC	2
Indep.	<u>1</u>
	300

The Chamber of Senators (or Cámara de Senadores) has 128 members – 64 of which are elected directly (two per each of the winning party/coalition of the 31 states and Mexico City), another 32 senate seats are given to the party with the second most votes and another 32 become senators from partisan lists, using a formula that follows proportional election results. Below are the results of the senatorial election:

Morena	44
PVEM	9
PT	7
PAN	4
PRI	0
PRD	0
MC	<u>0</u>
	64

The new legislature will begin sessions as of September 1, 2024.

Voters also elected governors in eight states and Mexico City and filled 32 local congressional as well as municipal council seats.

Directly south of our border, in the State of Baja California, voters also elected mayor and city councils of the seven municipalities, as well as 25 seats of the local legislature. Morena won in the seven municipalities and the majority in local legislature.

All election results are expected to be validated and ratified by the Electoral Court of the Federal Judiciary Power by September 6, 2024.

***Robyn Wapner, Director of Public Affairs***

June 28, 2024

## SR 11/Otay Mesa East Port of Entry: Binational Agreements

### Overview

This report details three proposed binational agreements for the SR 11/Otay Mesa East Port of Entry Project: 1) the Amended and Restated Toll Allocation Agreement with Mexico's Ministry of Infrastructure, Communications and Transportation (SICT), 2) the Toll Governance Agreement with SICT, and 3) the Custodial Agreement with SICT and the North American Development Bank (NADBank).

High-level terms of these agreements were presented for information to the SANDAG Board of Directors (BOD) on May 10, 2024. The Borders Committee is asked to recommend that the BOD approve execution of the agreements, which are necessary for the Project's financing and operation.

### Key Considerations

The SR 11/Otay Mesa East Project (OME or Project) is a joint venture between SANDAG and Caltrans, in collaboration with state and federal partners in the U.S. and Mexico, to create a 21st century border crossing and supportive facilities that will enhance regional mobility, improve border security, reduce air pollution, fuel economic growth, and bolster binational trade.

### Recent OME Binational Agreements

On June 28, 2021, binational Project stakeholders signed a Memorandum of Understanding (2021 MOU) (Attachment 7), which envisioned an innovative, collaborative toll collection process whereby SANDAG, through its toll operations center, would impose a single, dynamically priced toll for both northbound and southbound traffic through the Otay Mesa East Land Port of Entry Project (OME POE), and allocate the collected toll revenues equitably with Mexico. This approach is different than a traditional border crossing toll arrangement, where each country is entitled to collect a toll upon an individual's departure. To support the proposed tolling structure, Mexico has agreed not to impose any tolls for northbound traffic, which represents about 80% of the anticipated OME POE revenue.

On October 24, 2022, with the Borders Committee's recommendation and the BOD's approval, SANDAG signed a historic and binding Toll Revenue Sharing Agreement with SICT (2022 Toll Agreement), which memorialized the innovative toll collection process noted above and also provided that the OME POE tolls be shared equitably between the Parties. Table 1 summarizes other key terms of the 2022 Toll Agreement:

#### Action: **Recommend**

The Borders Committee is asked to recommend that the Board of Directors adopt Resolution No. 2024-32, approving and authorizing the execution and delivery of the Amended and Restated Toll Allocation Agreement with Mexico's Ministry of Infrastructure, Communications, and Transportation (SICT), the Toll Governance Agreement with SICT, and the Custodial Agreement with the North American Development Bank and SICT.

#### Fiscal Impact:

The Toll Allocation Agreement and related agreements can result in \$6.8 billion in revenues over 40 years split between both Parties.

**Schedule/Scope Impact:** None.

**Table 1: Other Significant Terms of the 2022 Toll Agreement**

<b>Topic</b>	<b>Summary of Term</b>
<b>Agreement's Duration</b>	From January 1, 2023, until the later of January 1, 2063, or the date SANDAG pays the Project bonds, TIFIA loan, and other obligations under the 2022 Toll Agreement in full.
<b>Toll Setting and the Binational Working Group</b>	The BOD shall set the toll rates in accordance with California law, with the advice of a Binational Working Group, which will be made up of SANDAG and SICT representatives. SICT will sit as an advisory member to the BOD when it considers SR 11/Otay Mesa East toll setting matters. Mexico's Secretariat of Foreign Affairs ( <b>SRE</b> ) currently has an advisory seat on the BOD, which will remain unchanged.
<b>Custodian</b>	Once tolls are collected, they shall be deposited in a SANDAG account ( <b>Toll Revenues Fund</b> ) at NADBank.
<b>Operations &amp; Maintenance (O&amp;M) Expenses</b>	SANDAG will pay costs for certain approved tolling operations and maintenance expenses ( <b>Tolling O&amp;M</b> ) from the Toll Revenues Fund in accordance with the Operations and Maintenance Expenses Budget ( <b>Tolling O&amp;M Budget</b> ), which is approved by the Binational Working Group and ratified by the BOD annually. Remaining Toll Revenues will be deposited monthly into a joint SANDAG and SICT account ( <b>Net Revenues Fund</b> ) at NADBank. NADBank will split the funds in the Net Revenues Fund between SANDAG and Mexico monthly, as described below.
<b>Allocation of Toll Revenues</b>	Once toll collections begin, amounts in the Net Revenues Fund will be split 50/50 except that, in the early years of tolling operations to generate investment-grade debt service coverage to fund necessary reserves, Mexico is allowing SANDAG to keep an additional 10% (60/40) during the year (this split is referred to as the <b>Modified 50/50</b> ). Once such reserves are sufficiently funded, SANDAG will repay Mexico such 10% annually (from remaining toll revenues, if available); any shortfall would incur interest at the Secured Overnight Financing Rate ( <b>SOFR</b> ) if not repaid annually. The Parties will transition from the Modified 50/50 split to a pure 50/50 split once, after ten years from Commencement of Tolling Operations, certain metrics are satisfied that demonstrate that <i>if</i> the Parties were sharing Net Toll Revenues on a pure 50/50 basis, SANDAG would receive \$2 for every \$1 in Annual Debt Service obligations that it has on its bonds and any TIFIA loan.
<b>Dispute Resolution</b>	Disputes will be resolved under a process similar to the dispute resolution process contained in United States-Mexico-Canada Agreement (also known as NAFTA 2.0) (i.e., a non-adjudicatory, progressive process).

The 2021 MOU and the 2022 Toll Agreement contemplated that the Parties would execute several other technical agreements including:

1. A Custodial Agreement with SICT and NADBank, to designate NADBank as the Custodian of the Toll Revenues and define NADBank's role;
2. Toll Governance Agreement with SICT to create and structure the Binational Working Group, which will make recommendations to the BOD regarding toll setting, toll policy, toll operations, and other matters;
3. An Operations and Maintenance Agreement regarding the Parties' obligations to operate and maintain Project components to support tolling; and
4. The Intelligent Transportation System Agreement relating to the procurement, construction, ownership, deployment, data management, operation, maintenance, and repair of the ITS Infrastructure.

The first two agreements are presently ready for the BOD's consideration and approval; the latter two are expected to be brought for consideration and approval in late 2024.

SANDAG and SICT also identified amendments to the 2022 Toll Agreement that will be beneficial to the Project's financing and operation. The most significant of those amendments include agreeing that the tolling arrangement will: 1) be completely electronic (i.e., cashless); and 2) rely on primary toll readers on the Mexico-side of the border with a secondary redundant system on the U.S.-side of the border. Implementing a pure cashless system will help streamline toll collections and increase efficiency through the crossing, which will help achieve the Project's goal of maintaining a 20 to 30-minute average wait time. The use of Mexico-side toll readers will permit greater flexibility in the use of collected tolls. SANDAG, Caltrans, and FHWA have recently finalized a Memorandum of Understanding that confirms that tolls collected from the Mexico-side equipment will not be subject to certain federal use restrictions and can be shared with Mexico.

The Borders Committee is asked to recommend that the BOD approve and authorize the execution and delivery of the Custodial Agreement, Toll Governance Agreement, and the Amended and Restated Toll Revenues Allocation Agreement, pursuant to Board Policy 6.1, which empowers Borders to recommend border infrastructure financing strategies to the BOD and advise the BOD on binational policy-level issues. These agreements (referred to collectively in this report as the **Binational Agreements**) have been under development for nearly two years and have been reviewed by SANDAG's legal and financial teams.

#### **Amended and Restated Toll Revenues Allocation Agreement (Toll Allocation Agreement or Amendment)**

The Amended and Restated Toll Revenues Allocation Agreement amends and restates the 2022 Toll Agreement. The most significant changes include:

- The Parties will collect tolls exclusively through a cashless system. Under the 2022 Toll Agreement, the Parties had agreed to accept cash payments.
- SANDAG's tolling center will act as the exclusive Toll Transaction Location for the Project. It will rely on primary toll readers located on the Mexico-side of the border for information concerning vehicle entrance to and/or use of SR 11. Toll readers will exist on SR 11 to provide redundancy in case the Mexico-side equipment experiences technical difficulties or needs to be taken offline for repairs; any funds collected when SR 11 readers act as the primary toll readers will be placed into a Restricted Toll Revenues Account at NADBank, to be used generally for eligible, "off-the-top" Tolling O&M Expenses. However, if there are excess Restricted Toll Revenues, they may be transferred to SANDAG's bond trustee to pay Debt Service (a **Restricted Toll Revenues Transfer**), which would be offset in NADBank's split of Net Revenues for the month to ensure that, accounting for the Restricted Toll Revenues Transfer, the agreed split percentage would be achieved in effect. Several definitions have been added to the agreement to support this structure.
- Under the Modified 50/50, SANDAG was required to repay SICT the extra 10% at the end of each fiscal year or accrue interest on unpaid amounts at SOFR. The proposed amendment would change that structure to require that SICT receive earnings on such amount (either via actual investment earnings or as interest obligations payable by SANDAG). Specifically, the proposed amendment provides that SICT would receive any investment earnings actually generated on the 10% *during the year* while the bond trustee holds such amount in a newly created Indenture fund (the **Coverage Fund**) and does not otherwise use it to make Debt Service payments or fund-up required reserve accounts under the Indenture. If SANDAG does use any portion of such 10% *during the year* to make Debt Service payments or fund up reserve accounts under the Indenture, SANDAG would be responsible to pay SICT interest on such amounts at SOFR. Several definitions have been added to the agreement to support this structure.

**Table 2: Other Significant Changes to the Toll Revenues Allocation Agreement**

<b>Topic</b>	<b>Summary of Term</b>
<b>Binational Working Group</b>	The Binational Working Group ( <b>BWG</b> ) was previously referred to as a “non-governmental administrative body.” The Parties were considering a structure whereby the BWG would not be subject to California’s Brown Act. Under the Amendment and related Toll Governance Agreement, the BWG will be treated as an “advisory and administrative body,” subject to California’s Brown Act.
<b>Title</b>	References to “sharing” toll revenues have been changed to “allocating” toll revenues to be in better accord with FHWA’s view of relevant laws and regulations.
<b>Custodian</b>	References to NADBank include its successor under the Custodial Agreement, if a successor is ever appointed. Previously, there was no means for a successor custodian to be appointed.
<b>Bond Issuances</b>	Clarified that SANDAG may issue one or more bond series to finance the project. This clarifies that SANDAG is permitted to issue various types of bonds (e.g., taxable bonds, private activity bonds, and tax-exempt bonds); such flexibility will support the Project’s financing strategy.
<b>Definition of Operations and Maintenance Expenses</b>	The definition of Tolling O&M Expenses was expanded to include SANDAG’s costs for administration, processing, accounting, collection, enforcement, and marketing related to the Roadway Toll Collection System and/or Toll Revenues. Tolling O&M Expenses continue to be taken “off-the-top” from the Toll Revenues Fund prior to NADBank splitting the funds. The Parties continue to have flexibility to add additional costs in future agreements as the concept of Tolling O&M Expenses is further refined through development of the ITS Agreement.
<b>TIFIA Loan</b>	Updates were made throughout the agreement to note that the TIFIA loan is a possibility rather than a certainty. The financial team has not yet determined whether a TIFIA loan will be necessary.
<b>True-Up Fund</b>	A new custodial fund to be known as the “True-Up Fund” is created through which SANDAG pays Mexico all liabilities (e.g., the 10% at the end of the year, applicable interest, etc.). The fund will assist the parties in accounting for payment of such liabilities.
<b>Trustee</b>	The definition of SANDAG’s bond trustee has been expanded. Previously U.S. Bank Trust Company, National Association was listed. SANDAG plans to conduct a competitive procurement of the trustee and the new definition reflects that. The new definition includes a requirement (requested by Mexico) that any chosen trustee has capital stock and surplus aggregating at least half a billion dollars. SANDAG’s financial advisors indicate that this request comports with the stocks and surplus of past SANDAG bond trustees.
<b>Exhibit A</b>	Exhibit A is updated to reflect the current status of the Parties’ respective projects.

**NADBank Custodial Agreement**

The Custodial Agreement will be a binding agreement among SANDAG, SICT, and NADBank. Its purpose is to designate NADBank as the Custodian of the toll revenues and define NADBank’s role as the Custodian. The Custodial Agreement will have the same duration as the Toll Allocation Agreement (40+ years) and create the various funds that will need to be maintained pursuant to the Toll Allocation Agreement (i.e., the Toll Revenues Fund; Restricted Toll Revenues Account; Net Revenues Fund; and the True-Up Fund). It also defines: the flow of such Funds, the process for payment or reimbursement of eligible Tolling O&M Expenses to SANDAG, the process for NADBank to split toll revenues, and the process for repayment of the 10% to SICT during the Modified 50/50 agreement (60/40). These funds and the related flow of toll revenues through the funds is described visually in Attachment 6. All funds will be held in a single account, owned by NADBank, at the U.S. Federal Reserve Bank. Table 3 shows other significant terms of the Custodial Agreement.

**Table 3: Other Significant Terms of the Custodial Agreement**

<b>Topic</b>	<b>Summary Term</b>
<b>Toll Revenues Fund</b>	Every Business Day that SANDAG receives toll revenues, they are deposited into the Toll Revenues Fund. SANDAG requisitions funds from the Toll Revenues Fund to pay Tolling O&M in accordance with the annual Tolling O&M Budget that is approved by the Binational Working Group and ratified by the SANDAG Board. These “off-the-top” Tolling O&M Expenses are paid before NADBank splits revenues monthly between SICT and SANDAG. SANDAG is the beneficial owner of this fund.
<b>Restricted Toll Revenues Account</b>	An account within the Toll Revenues Fund where any <b>Restricted Toll Revenues</b> (i.e., revenues generated from SR 11/U.S.-side readers when/if the Mexico-side readers are unable to properly do so) are held. Restricted Toll Revenues are primarily used to pay eligible O&M Expenses but may be transferred to SANDAG’s bond trustee if: 1) all eligible O&M Expenses have been paid during the month; and 2) excess Restricted Toll Revenues remain (such a transfer is referred to as a <b>Restricted Toll Revenues Transfer</b> ). Any Restricted Toll Revenues Transfer will be offset in NADBank’s split of Net Revenues for the month to ensure that, accounting for the Restricted Toll Revenues Transfer to SANDAG’s bond trustee, the agreed split percentage was achieved on net. SANDAG is the beneficial owner of this fund.
<b>Net Revenues Fund</b>	By the second to the last Business Day of every month, NADBank will move amounts in the Toll Revenues Fund to the Net Revenues Fund (less amounts needed for next month’s Tolling O&M), which NADBank will split (either 60/40 or 50/50, depending on the current instruction from SICT and SANDAG). SANDAG and Mexico are the joint, beneficial owners of this fund.
<b>True-Up Fund</b>	All of SANDAG’s transfers to make Mexico whole for the 10% (i.e., Coverage Fund annual transfers, monthly investment earnings on the Coverage Fund, Coverage Fund Shortfall Interest payments, Cumulative Shortfall Interest payments) will flow into this Fund for NADBank to account for and transmit to Mexico in accordance with SICT’s instructions. SICT is the beneficial owner of this fund.
<b>Investments</b>	All funds are invested in accordance with both NADBank’s and SANDAG’s respective investment policies (e.g., Treasury Repos).
<b>Account Information</b>	NADBank will generate detailed monthly account statements related to the various funds and SANDAG and SICT will have the right to audit these documents.
<b>Removal/ Resignation of NADBank</b>	NADBank may not be removed or resign until a successor custodian is in place. The Parties will confer, at least every five years, to consider replacing the Custodian.
<b>Compensation</b>	NADBank’s Custodial Fee will be \$25,000/year subject to annual adjustment, which is being finalized. NADBank will also be paid a \$25,000 fee for its initial costs to establish the Funds. NADBank may be paid for other reasonable expenses that are approved in the annual Tolling O&M Budget.
<b>Indemnification</b>	SANDAG agrees to indemnify NADBank concerning liabilities, etc., to third parties that arise out of the Custodial Agreement, except where such liabilities, etc. relate to or arise out of Custodian’s negligence, willful misconduct, or lack of good faith. SANDAG also agrees to indemnify NADBank for any Requisition from the Toll Revenues Fund that is not in accordance with the annual Tolling O&M Budget.
<b>Dispute Resolution</b>	Disputes between NADBank and SANDAG will be subject to resolution in California Federal District Court (Southern District). Disputes that are between NADBank and SICT will be subject to Mexican law and resolved in Mexican Federal Courts in Mexico City. All other disputes (i.e., disputes among NADBank, SICT, and SANDAG, or between SANDAG and SICT) will be subject to a process similar to the dispute resolution process contained in United States-Mexico-Canada Agreement (also known as NAFTA 2.0) (i.e., a non-adjudicatory, progressive process).

## Toll Governance Agreement

The Toll Governance Agreement will be a binding agreement between SANDAG and SICT with the same duration as the Toll Allocation Agreement (40+ years). This Toll Governance Agreement is unique in that it would create and structure a Binational Working Group (BWG), which would make recommendations to the BOD regarding toll setting and toll policy. Table 4 shows terms proposed in the Toll Governance Agreement.

**Table 4: Other Significant Toll Governance Terms**

<b>Topic</b>	<b>Summary of Term</b>
<b>BWG Membership</b>	Six voting members: three from SANDAG (one of whom will be appointed by Caltrans) and three from SICT. Each party may designate two alternates. Advisory members may be appointed in accordance with future bylaws but will not vote. Members to be appointed based on expertise and knowledge that each Party deems relevant (e.g., expertise in toll operations, finance, border capital planning, etc.).
<b>Meetings: Location, Applicable Law, and Travel</b>	Meetings to take place in San Diego County, in accordance with the Brown Act. SICT voting members and up to two SICT advisory members will be reimbursed for their travel expenses to meetings from the Tolling O&M Budget, in accordance with SANDAG travel policies.
<b>Officers</b>	A Chair and Vice-Chair will be elected by and from BWG voting members and will alternate 2-year terms between SANDAG and SICT. Additional officers may be established by the BWG through its bylaws. BWG members may not hold more than one office at a time.
<b>Agenda</b>	The Chair and Vice Chair set the agenda.
<b>Meeting Frequency</b>	Meetings will happen at least twice each year unless the BWG agrees to meet less frequently. The Chair and Vice Chair may call meetings more frequently. The first meeting must happen no less than six months prior to Commencement of Toll Road Operations and with sufficient time to approve the initial Tolling O&M Budget, and make any necessary recommendations related to Toll Setting and Toll Policy.
<b>BWG Voting</b>	A quorum of 4 or more voting members of the BWG is required to conduct meetings. An affirmative vote of a majority of BWG members present at the meeting is required to take action. The BWG shall adopt bylaws and other policies or rules to carry out their responsibilities. Roberts Rules of Order shall apply to the conduct of the BWG meetings, unless different procedures are adopted.
<b>BWG Responsibilities</b>	The BWG's responsibilities include: approval of annual Tolling O&M Budget; advising the BOD on toll setting and toll policy at least every two years; making recommendations and conducting evaluations related to toll operations, including development of traffic congestion performance metrics; conducting audits, studies, and analysis related to toll operations; and evaluating the performance of NADBank as Custodian of the toll revenues.
<b>Tolling O&amp;M Budget</b>	SANDAG submits the proposed Tolling O&M Budget to the BWG by Sept. 15 preceding the applicable Fiscal Year (July to June). The BWG reviews that budget and submits the approved Tolling O&M Budget to SANDAG's BOD by January 15 for ratification. SANDAG's BOD has the power to amend such budget for unforeseen expenses or inaccurate assumptions (up to 7.5% increase in any Fiscal Year) and also to avoid default under the Indenture or potential TIFIA Loan Agreement.

<b>Toll Policy</b>	The Project's Toll Policy will address issues such as hours of operations, eligible vehicles, violations and enforcement, toll discounts, promotions, and exemptions, interoperability, etc. The initial Toll Policy will be attached to the future ITS Agreement and adopted by the BOD. The BWG makes recommendations to the BOD at least every two years on the Project's Toll Policy.
<b>Toll Setting</b>	The BOD is required by law to review the Project's tolls every two years. The BWG will advise the BOD on such toll setting through a report. Pursuant to the Toll Allocation Agreement, SICT will sit as an advisory member to the BOD when it considers SR 11/Otay Mesa East toll setting matters.
<b>Dispute Resolution</b>	Disputes would be handled the same way as they are in the Toll Allocation Agreement: pursuant to provisions similar to the USMCA, which provides for a non-adjudicatory, progression resolution process.

**Next Steps**

The Binational Agreements are currently in final reviews within the Mexican government and, in the case of the Custodial Agreement, also with NADBank. If such reviews are successful and the BOD also approves the Agreements, the Binational Agreements would then be executed.

The Project team is also pursuing the following activities:

- Updating the SR 11/OME Investment Grade Traffic and Revenue Study to enable the Project to obtain indicative ratings and finalize the Project's financing strategy.
- Finalizing the remaining binational technical agreements with SICT related to:
  - The Intelligent Transportation System
  - POE Operations and Maintenance
- Preparation of the Request for Qualifications for the procurement of the CM/GC services for the OME POE and ancillary facilities.
  - On October 27, 2023, the Board, upon recommendation by the Transportation Committee, authorized use of the Construction Manager/General Contractor alternative project delivery method. Pending concurrence of the United States General Services Administration and Customs and Border Protection, the team anticipates returning to the Board next month to request release of the CM/GC solicitation package.

**John Kirk, General Counsel**

- Attachments:
1. Draft Toll Allocation Agreement
  2. Draft NADBank Custodial Agreement
  3. Draft Toll Governance Agreement
  4. Resolution No. 2024-32 approving and authorizing the execution and delivery of the relevant agreements.
  5. October 14, 2022 [Board Report](#): Toll Revenue Sharing Agreement
  6. NADBank Flow of Funds Visuals



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** TUMF Program Activities Update: Approval of One TUMF Credit Agreement  
**Contact:** Brian Piche-Cifuentes, Transportation Analyst I, [bpiche-cifuentes@wrcog.us](mailto:bpiche-cifuentes@wrcog.us), (951) 405-6705  
**Date:** August 5, 2024

### **Recommended Action(s):**

1. Authorize the Executive Director to execute a TUMF Credit Agreement between WRCOG, the City of Temecula, and SB Altair, LLC, for the construction of Western Bypass Road from Rancho California Road to SR-79 (1.48 miles) and the construction of the Western Bypass Bridge with a maximum credit of \$32,935,000.

### **Summary:**

The City of Temecula is requesting to enter into a TUMF Credit Agreement with WRCOG. This initiative involves an investment of \$32M, which will be directed towards significant enhancements in roads and transportation systems within the City of Temecula. This investment will improve the infrastructure, stimulate economic growth, reduce traffic congestion, and enhance the overall quality of life for residents and businesses in the area.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to request approval of one TUMF Credit Agreement. This effort supports WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

### **Discussion:**

### **Background**

WRCOG's TUMF Program is a subregional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in western Riverside County. A Reimbursement Agreement is a document between WRCOG and a member agency that allows WRCOG to provide funding for TUMF expenses incurred for the Planning, Design, Engineering, and/or Construction phase(s) of a TUMF project. To enter into a Reimbursement Agreement, the funding for the project must first be allocated in the appropriate TUMF Zone Transportation Improvement Program (TIP). TUMF Agreements and Amendments are initiated by their respective agencies when that agency is ready for the infrastructure development.

A TUMF Credit Agreement is a document between WRCOG, a member agency, and a developer, and allows WRCOG to provide credit towards TUMF fees. This credit is established by work completed for the Planning, Design, Engineering, and/or Construction Phase(s) of a TUMF facility. To enter into a Credit Agreement, the project must have eligible funding identified in WRCOG's current TUMF Nexus Study. TUMF Credit Agreements give credit for eligible infrastructure built as part of new development. Developers contribute to the TUMF Program through direct work on facilities. The maximum amount of credit a developer can receive is determined through the TUMF Nexus Study project list.

**Present Situation**

TUMF Credit Agreement:

1. The TUMF Credit Agreement between WRCOG, the City of Temecula, and SB Altair, LLC, will have project work done for the construction of Western Bypass Road (a regional, four-lane arterial roadway) from Rancho California Road to SR-79 (1.48 miles) and the construction of the Western Bypass Bridge (which connects the Western Bypass Road to Temecula Parkway and the Interstate 15 freeway) with a maximum available credit amount of \$32,935,000 for TUMF-eligible work. The developer has an estimated TUMF obligation of \$7,119,560 for the development of 1,082 single family and multi-family homes.

**Prior Action(s):**

None.

**Financial Summary:**

TUMF liabilities with respect to Credit Agreements are recognized when the developer's credit exceeds the developer's obligation and creates projected liability. These liabilities are reflected as fiduciary fund long-term debt in WRCOG's financials under the TUMF Fund. These potential liabilities are subject to reimbursement based on the availability of funding in their respective TUMF Zones.

**Attachment(s):**

[Attachment 1 - TUMF Credit Agreement - Western Bypass Road](#)

# Attachment

TUMF Improvement and  
Credit Liability Agreement –  
Construction of Western  
Bypass Road and Western  
Bypass Bridge

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (the “Effective Date”) by and between the City of Temecula, a California municipal corporation (“AGENCY”), and SB Altair, LLC, a Delaware Limited Liability Company, with its principal place of business at 3200 Park Center Drive, Suite 1000, Costa Mesa, California (“Developer”). AGENCY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

**RECITALS**

**WHEREAS**, Developer owns 251.41 acres of real property located within the AGENCY of Temecula, California, which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

**WHEREAS**, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as the Altair Specific plan located within Tentative Tract Map No. 36959 which allows for the development of up to 1,082 single-family and multi-family homes, (“Project”);

**WHEREAS**, the AGENCY 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. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

**WHEREAS**, as part of the TUMF Program, the AGENCY has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2016 Update” (“2016 Nexus Study”)

**WHEREAS**, as a condition to AGENCY’s approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance (“TUMF Improvements”);

**WHEREAS**, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer’s fair share of the costs to deliver those TUMF Improvements that help mitigate the Project’s traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the “TUMF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

**WHEREAS**, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

**WHEREAS**, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by

which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:**

## **TERMS**

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **the construction of Western Bypass Road (a regional, four-lane arterial roadway) from Rancho California Road to SR-79 (1.48 miles) and the construction of the Western Bypass Bridge (which connects the Western Bypass Road to Temecula Parkway and the Interstate 15 freeway),** and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its

contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the

expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY’s issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY’s demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below (“Security”). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement (“Estimated Costs”). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer’s compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer’s indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of

Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, WRCOG, their elected officials, board members, employees, or agents.

### 13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurrence limit of Two Million Dollars (\$2,000,000) and aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials,

officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY and WRCOG in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY. If such notice of cancellation endorsements are unavailable, Developer shall provide such thirty (30) days' written notice of cancellation.

13.7 Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY pursuant to Chapter 15.08 of the Temecula Municipal Code as part of the TUMF Program is **Seven Million**

**One Hundred Nineteen Thousand Five Hundred Sixty dollars** (\$7,119,560) (“TUMF Obligation”). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the Project. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Chapter 15.08 of the Temecula Municipal Code.

14.3 Credit Offset Against TUMF Obligation. Pursuant to Chapter 15.08 of the Temecula Municipal Code and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation (“Credit”) subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG (“Unit Cost Assumptions”).

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as “Estimated Credit”. At no time will the Credit exceed the Developer’s TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit “C”. The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement (“Verified Costs”). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement (“Actual Credit”). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer’s estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed (“TUMF Balance”) and Developer shall pay the TUMF Balance in accordance with Chapter 15.08 of the Temecula Municipal Code to fully satisfy the TUMF Obligation (see Exhibit “F” - Example “A”).

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit “F” - Example “B”).

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation (“TUMF Overpayment”), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY’s Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with Chapter 15.08 of the Temecula Municipal Code (see Exhibit “F” - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Chapter 15.08 of the Temecula Municipal Code), and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement Agreement”). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between or among AGENCY, WRCOG and Developer. Developer’s contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: CITY OF TEMECULA  
Attention: City Manager  
41000 Main Street  
Temecula, CA 92590

To Developer: SB Altair, LLC  
Attention: Colin Koch  
3200 Park Center Drive, Suite 1000  
Costa Mesa, CA 92626

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

15.9.1 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9.2 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.9.3 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.9.4 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.9.5 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.9.6 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.9.7 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.9.8 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.**

DEVELOPER  
SB Altair, LLC, a Delaware limited liability company  
By: Brookfield Temecula LLC, a Delaware limited liability company,

\_\_\_\_\_  
Nicole Burdette  
Title: \_\_\_\_\_

ATTEST:

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

CITY OF TEMECULA:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter M. Thorson, City Attorney

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

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

ATTEST:

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Real property in the City of Temecula, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 940-310-047-2)

PARCEL 1 AND THAT PORTION OF PARCEL 2 OF PARCEL MAP 23969 IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY PARCEL MAP ON FILE IN BOOK 169 PAGES 11 THROUGH 13 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 2;

THENCE NORTH 24° 54' 38" WEST, 332.99 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 TO THE TRUE POINT OF BEGINNING;

THENCE, NORTH 41° 48' 41" EAST, 523.91 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2;

THENCE, NORTH 33° 58' 25" WEST, 313.49 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCELS 1 AND 2;

THENCE, NORTH 53° 45' 28" WEST, 270.12 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1 TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE, NORTH 85° 13' 55" WEST, 122.84 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 1 TO THE WESTERLY RIGHT-OF-WAY LINE OF RIDGE PARK WAY, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 189.00 FEET A RADIAL LINE TO SAID BEGINNING BEARS NORTH 83° 17' 34" EAST;

THENCE, SOUTHWESTERLY, 252.14 FEET ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 76° 26' 08";

THENCE, SOUTH 24° 54' 38" EAST, 684.70 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCELS 1 AND 2 TO THE TRUE POINT OF BEGINNING.

NOTE: SAID LAND IS ALSO SHOWN AS ADJUSTED PARCEL "A" OF LOT LINE ADJUSTMENT NO. 17, A COPY OF WHICH WAS RECORDED JUNE 3, 1992 AS INSTRUMENT NO. 202396, OFFICIAL RECORDS.

PARCEL B: (APN: 940-310-044-9 and 940-310-048-3)

THAT PORTION OF PARCEL 2 OF PARCEL MAP 23969, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 169 PAGES 11 THROUGH 13 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 2; THENCE, NORTH 24° 54' 38" WEST, 332.99 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2;

THENCE, NORTH 41° 48' 41" EAST, 523.91 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2;

THENCE, SOUTH 33° 58' 25" EAST, 35.08 FEET ALONG SAID NORTHEASTERLY LINE;

THENCE, SOUTH 45° 27' 33" EAST, 18.02 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PUJOL STREET, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 47.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 82° 36' 47" WEST;

THENCE SOUTHERLY, 31.32 FEET ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 38° 04' 20";

THENCE, SOUTH 45° 27' 33" EAST, 253.96 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINES OF PUJOL TO THE MOST EASTERLY CORNER OF SAID PARCEL 2;

THENCE, SOUTH 44° 24' 40" WEST, 623.21 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 TO THE POINT OF BEGINNING.

NOTE: SAID LAND IS ALSO SHOWN AS ADJUSTED PARCEL "B" OF LOT LINE ADJUSTMENT NO. 17, A COPY OF WHICH WAS RECORDED JUNE 3, 1992 AS INSTRUMENT NO. 202396, OFFICIAL RECORDS.

PARCEL C: (APN: 940-310-045-0 and 940-310-046-1)

PARCELS 3 AND 4 OF PARCEL MAP 23969, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON FILE IN BOOK 169 PAGES 11, 12, AND 13, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D: (APN: 940-310-015-3 and 940-310-016-4)

PARCELS 20 AND 21, AS SHOWN BY PARCEL MAP 18254 IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON FILE IN BOOK 116, PAGES 69 THROUGH 78 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL E: (APN: 940-310-013-1 AND 940-320-001-1 THROUGH 940-320-007-7)

PARCELS 23 THROUGH 29 INCLUSIVE OF PARCEL MAP 18254, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 116, PAGES 69 THROUGH 78, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL F: (APN: 922-210-049-3)

THAT PORTION OF PARCEL 4 OF PARCEL MAP 10814, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 78 PAGES 5, 6, 7 AND 8 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHEASTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 4 AND THE BEGINNING OF THE LINE BEING HEREBY DESCRIBED:

THE FOLLOWING THREE (3) COURSES ARE ALONG THE WESTERLY LINE OF SAID PARCEL 4;

THENCE SOUTH 39° 28' 35" EAST, A DISTANCE OF 543.70 FEET;

THENCE SOUTH 39° 45' 41" EAST, A DISTANCE OF 408.24 FEET;

THENCE SOUTH 49° 04' 03" EAST, A DISTANCE OF 760.59;

THENCE NORTH 40° 55' 57" EAST, A DISTANCE OF 60 FEET;

THENCE SOUTH 49° 04' 03" EAST, PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 768.22 FEET;

THENCE NORTH 60° 43' 38" EAST, A DISTANCE OF 432.05 FEET TO AN ANGLE POINT IN THE NORTHEASTERLY LINE OF SAID PARCEL 4, AND THE END OF THE LINE BEING DESCRIBED.

**EXHIBIT “B”**

**FORMS FOR SECURITY**

**[ATTACHED BEHIND THIS PAGE]**

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**PERFORMANCE BOND**

WHEREAS, the [INSERT "City" OR "County"] of \_\_\_\_\_ ("AGENCY") has executed an agreement with \_\_\_\_\_ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated \_\_\_\_\_, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be

performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE §1189**

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Notary Public Signature

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Corporate Officer – Title(s): _____   | <input type="checkbox"/> Corporate Officer – Title(s): _____   |
| <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                    | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                    |

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as principal in the attached bond, that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**LABOR & MATERIAL BOND**

WHEREAS, the [INSERT "City" OR "County"] of \_\_\_\_\_ ("AGENCY") has executed an agreement with \_\_\_\_\_ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated \_\_\_\_\_, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his

subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE §1189**

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Corporate Officer – Title(s): _____   | <input type="checkbox"/> Corporate Officer – Title(s): _____   |
| <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                    | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                    |

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as principal in the attached bond, that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

## **EXHIBIT “C”**

### **DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS**

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer’s civil engineer’s cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

**EXHIBIT “D”**

**REIMBURSEMENT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

**THIS REIMBURSEMENT AGREEMENT** (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the [INSERT “City” OR “County”] of \_\_\_\_\_, **[\*\*INSERT “a California municipal corporation” FOR CITY OR “a subdivision of the State of California” FOR COUNTY\*\*]** (“AGENCY”), and \_\_\_\_\_, a California **[\*\*INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity\*\*]**, with its principal place of business at **[\*\*ENTER ADDRESS\*\*]** (“Developer”). AGENCY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

**RECITALS**

WHEREAS, AGENCY and Developer are parties to an agreement dated \_\_\_\_\_, 20\_\_\_, entitled “Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program” (hereinafter “Credit Agreement”);

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:**

## TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement”). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] (“Reimbursement Amount”). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit “D” to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.**

DEVELOPER

AGENCY  
CITY OF TEMECULA, a municipal  
corporation

\_\_\_\_\_

\_\_\_\_\_

Zak Schwank, Mayor

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

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter M. Thorson, City Attorney

## **EXHIBIT “E”**

### **TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS**

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

- (a) Prepare a separate bid package for the TUMF Improvements.
- (b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
- (c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.
- (d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY’s requirements and guidelines.
- (e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:

- (a) Copies of all information listed under Item 1 above.
- (b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the AGENCY’s acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

- (a) Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
- (b) Developer shall have satisfied the AGENCY’s inspection punch list.
- (c) After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.

(d) AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.

(f) Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(iii) Invoices from all vendors and service providers.

(iv) Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.

(v) Final lien releases from each contractor and vendor (unconditional waiver and release).

(vi) Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.

(vii) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** I-REN Monthly Activities Update  
**Contact:** Casey Dailey, Director of Energy & Environmental Programs, [cdailey@wrcog.us](mailto:cdailey@wrcog.us), (951) 405-6720  
**Date:** August 5, 2024

---

### **Recommended Action(s):**

1. Receive and file.
- 

### **Summary:**

The Inland Regional Energy Network (I-REN) is a coalition of three councils of government: the Western Riverside Council of Governments (WRCOG), the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG), encompassing San Bernardino and Riverside Counties, and all their respective jurisdictions within the region. These organizations have joined together to establish locally administered, designed, and delivered energy efficiency (EE) programs. This report will be provided each meeting to inform the Committee on I-REN's progress.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to provide regular updates on I-REN activities. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

### **Discussion:**

### **Background**

In February 2021, I-REN applied for REN program administrator status to offer a portfolio of programs serving the Public, Codes & Standards, and Workforce Education & Training Sectors, with governance from WRCOG as the lead agency. In November 2021, I-REN was approved in Decision (D.) 21-11-013, Approval of Inland Regional Energy Network Energy Efficiency Business Plan, which funded I-REN to offer EE programs through program year 2027.

### **Present Situation**

**Public Sector (PS) Programs:** I-REN will focus on two PS programs - the Technical Assistance and Strategic Energy Planning (TA) Program, and the Normalized Metered Energy Consumption (NMEC)

Incentive Program. The TA Program helps agencies secure funding and financing to implement projects and supports through construction and project close-out. The NMEC Program (publicly known as Cash for Kilowatts) provides technical support such as eligibility screening and measurement and verification as well as incentives for meter-based energy savings. Combined with technical assistance and reinforcement of operations and management best practices, public agencies will experience maximized savings for their communities. The attachments to this staff report show the various activity levels of I-REN's agencies in the Public Sector programs.

Codes & Standards (C&S) Programs: The shared goal of I-REN's C&S Programs is to work closely with local building departments and the building industry to support, train, and enable long-term streamlining of energy code compliance. I-REN's programs will nurture the confidence, skills, and existing C&S knowledge of local building department staff, provide technical assistance to jurisdictions pursuing reach codes and local ordinances, and support building and construction industry actors to foster increased compliance. Below are some updates for the C&S programs.

- In 2023, I-REN drew a total of 131 attendees across 13 trainings. In 2024 so far, across six trainings and a forum, I-REN has drawn 118 attendees. Based on survey responses from the trainings, 97.6% of attendees strongly agreed or agreed that the training increased their knowledge of the Energy Code.
- In May 2024, I-REN successfully hosted its first three-hour virtual forum on Demystifying the Energy Code, which drew 29 attendees.
- Developed a partnership with IHACI to schedule a Spanish, no-cost HVAC module which participants earned College Education Units in September / October. This will be the first time a Regional Energy Network has offered a training delivered in Spanish.
- Responded to inquiries submitted to I-REN's Ask a Code Question service. The program's first two inquiries were received 5/31/24 and 6/27/24, indicating increasing awareness of I-REN resources.
- Reviewed proposed language, drafted, and submitted comments to CEC on proposed 2025 Building Energy Efficiency Standards (aka "Energy Code" or Title 24, Part 6) and California Green Building Standards (aka "CALGreen" or Title 24, Part 11) language. I-REN comments generally supported proposed code changes, with some feedback on code exceptions for I-REN climate zones. After the final language is adopted, I-REN will support with education and outreach in 2025, leading up to full code adoption on January 1, 2026.

Workforce Education & Training (WET) Programs: The goal of I-REN's WET cross-cutting sector activities is to ensure there is a trained workforce to support and realize EE savings goals across all market sectors. I-REN is committed to identifying the most effective and accessible ways to increase the number of skilled EE workers, especially those within underserved, hard-to-reach (HTR), tribal, and disadvantaged communities (DAC). Below are some updates for our WET programs.

- I-REN Energy Fellowship
  - Year 1 Fellowship is wrapping up and will end in the month of August.
  - Year 2 is ramping up. Host Site Application and Fellow Candidate Application are closed as of June 2024.
    - 15 I-REN member agencies have applied for a Fellow to work on Public Sector energy initiatives.
  - Staff have participated in 18 local university and community events (e.g., job / career fairs, community resources fair, etc.) since the beginning of 2024 to garner interest from local job

seekers and upcoming graduates to participate in the Energy Fellowship.

- 440+ interested job seeker forms were received.
- Nearly 50 Fellow applications were received from recent graduates from local universities (UCR, CBU, CSUSB, and 12 community colleges) to participate in the Fellowship.
- Energy Workforce Needs Survey - To expand workforce opportunities in the energy industry, I-REN has created an employer survey ([I-REN Energy Workforce Needs Survey](#)) to better understand employers' needs and identify gaps or challenges when hiring a skilled energy workforce. The survey feedback from employers is essential in providing program and training recommendations for the future of I-REN energy workforce program deployment.

I-REN Events / Activities Around the Region: In the coming reports, I-REN will include member agency updates and spotlights on successes from throughout the I-REN territory.

**Table 1: Upcoming I-REN events/activities/sponsored events, etc.**

Codes & Standards Fall Forum (virtual)	September 18, 2024, 9:00 a.m. - 11:00 a.m.	Online link TBD
I-REN Public Sector Workshop (virtual)	September 25 or 26, 2024 (tentatively)	Online link TBD

Other Activities: [Sign up for I-REN updates](#) and learn more about all the programs, services and resources I-REN has to offer by visiting [www.iren.gov](http://www.iren.gov) or emailing [info@iren.gov](mailto:info@iren.gov).

**Prior Action(s):**

None.

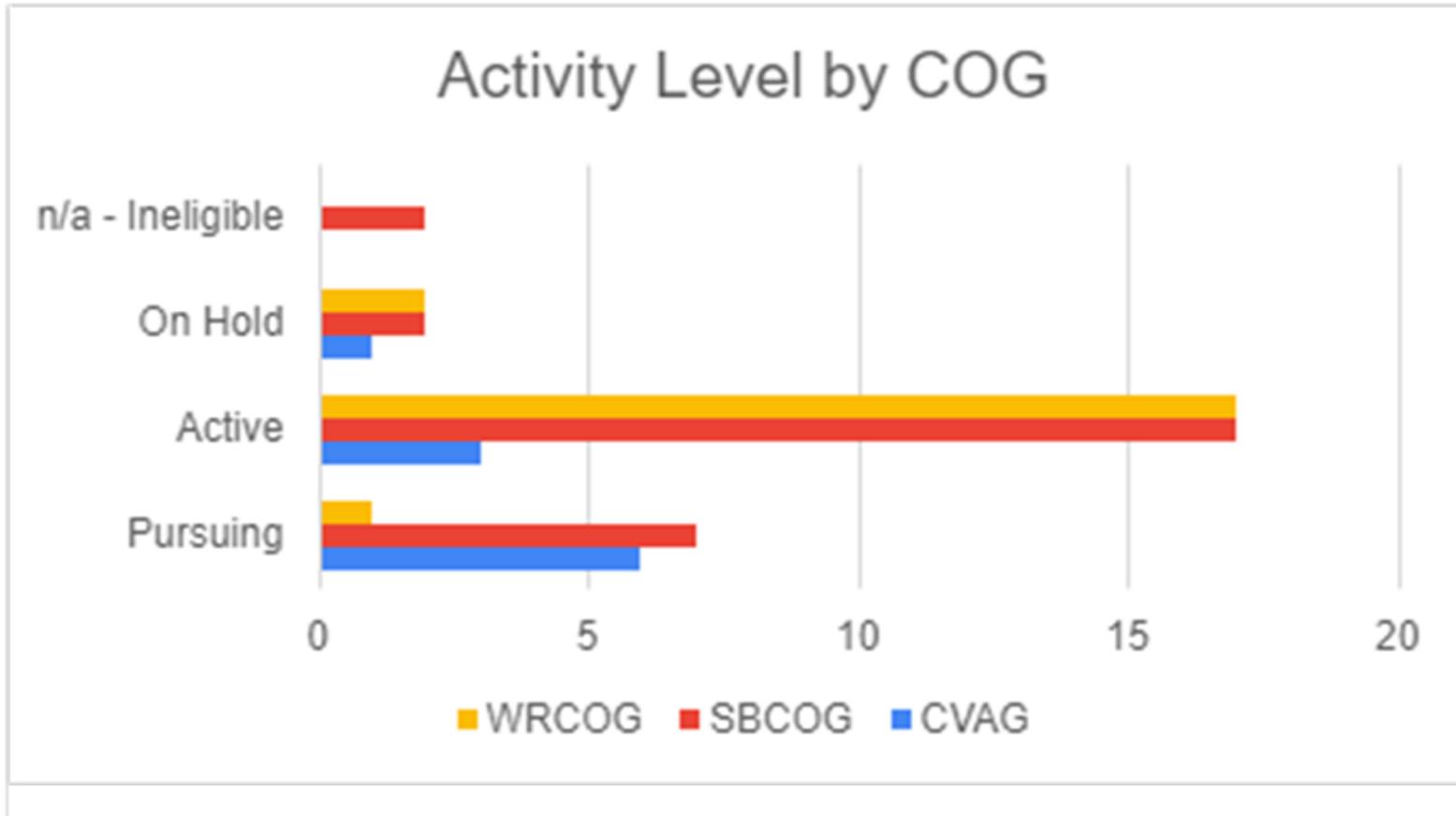
**Financial Summary:**

All costs associated with I-REN program activities are included in WRCOG's adopted Fiscal Year 2024/2025 Agency Budget under I-REN Program (Fund 180) in the Energy & Environmental Department.

**Attachment(s):**

[Attachment 1 - I-REN Monthly Activities Updates](#)

# This chart illustrates the various levels of participation from I-RENs member agencies.



**Ineligible** – Agencies that are not served by Southern California Edison or SoCal Gas.

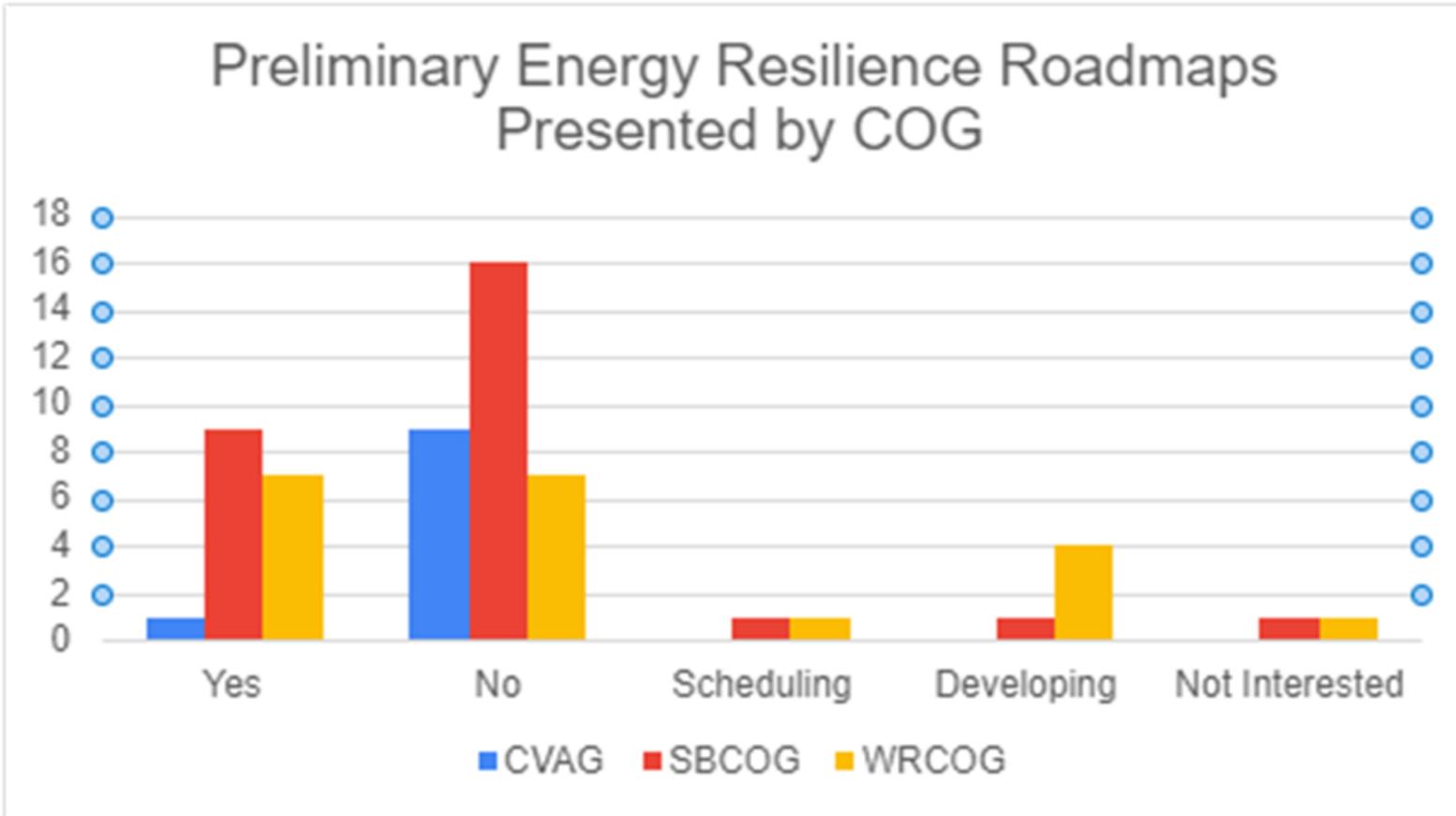
**On Hold** – Public agencies that are not member agencies or those who have indicated there are no support needs currently.

**Active** – Public agencies I-REN is actively providing program services for in some capacity.

**Pursuing** – Public agencies I-REN is engaging with to onboard or re-establish contact with.



# This chart illustrates the number of Energy Resilience Roadmaps completed and presented to I-REN member agencies.



**Yes:** Agency has received its Preliminary Energy Resilience Roadmap.

**No:** Agency has not received its Preliminary Energy Resilience Roadmap (dependent on engagement level and having agency energy data).

**Scheduling:** A Preliminary Energy Resilience Roadmap has been developed, and I-REN is working to schedule a date to present it to the agency or to confirm a date in the future.

**Developing:** Preliminary Energy Resilience Roadmap is being developed.

**Not Interested:** Agency has indicated they are not interested in receiving a Preliminary Energy Resilience Roadmap at this time.





# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** PACE Programs Activities Update: Purchase and Sale Agreement with First National Assets

**Contact:** Casey Dailey, Director of Energy & Environmental Programs, [cdailey@wrcog.us](mailto:cdailey@wrcog.us), (951) 405-6720

**Date:** August 5, 2024

### **Recommended Action(s):**

1. Adopt Resolution Number 24-24; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.
2. Authorize the Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

### **Summary:**

Staff seeks adoption of Resolution Number 24-24 and authorization for the Executive Director to enter into a Purchase and Sale Agreement with First National Assets (FNA). This Agreement prevents judicial foreclosure on delinquent property owners and ensures timely bond payments, avoiding negative credit impacts. Only the delinquent amounts are assigned to FNA, which covers the funds needed to pay the bonds in full.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to request adoption of a resolution and to seek authorization for the Executive Director to enter into a Purchase and Sale Agreement with First National Assets. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

### **Discussion:**

### **Background**

WRCOG's PACE Programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements. Improvements installed utilizing PACE financing are secured by placing a lien on the underlying property which is paid back through a line-item charge on the secured property tax bill. The Program was initiated in December 2011 and was

expanded in 2014 to allow jurisdictions throughout the state to join and allow property owners in these jurisdictions to participate.

**Present Situation:**

**Purchase and Sale Agreement for Delinquent Parcels**

FNA has offered to purchase the delinquencies from residential and commercial parcels of all PACE providers for Tax Year 2023/2024. FNA was initially selected through sole source, as they had unique experience providing this financing as a backstop for other public entities. After WRCOG experienced a shortfall of funds needed to pay the bonds in 2017, FNA was brought back in Tax Year 2018/2019. Consistent with prior years, staff is seeking adoption of a resolution and authorization for the Executive Director to enter into a Purchase and Sale Agreement (Attachment 1).

The Agreement with FNA accomplishes two essential policy goals of the PACE Program. First, it ensures that WRCOG will not be required to initiate a judicial foreclosure proceeding on property owners with PACE assessments who have not paid their property tax payments on time. Second, it ensures that the PACE bond investors are paid on time, thus avoiding any negative credit or bond rating impacts to WRCOG.

There is a link between non-payment and foreclosure; if a property owner fails to make regular payments on their PACE assessment, they could be subject to a judicial foreclosure action. However, the Executive Committee made a policy to not be the cause of foreclosures on residential property owners. This policy places the financial burden on WRCOG to ensure that bonds are paid in full, regardless of where the funds come from. In the early years of the Program, Renovate America would pay the difference between what was received through the payments of the assessments and what was owed on the bonds. However, in 2017, Renovate America refused to fill that gap, leaving WRCOG responsible for paying approximately \$350,000 on behalf of delinquent property owner to ensure bond payments were made in full. That was not sustainable, so FNA was brought in to fill the gap left by Renovate America.

It should be noted that it is only the delinquent amount that is assigned to FNA, not the entire amount of the assessment. In practice, FNA provides the funds so bonds can be paid in full. Since FNA provides the funds to ensure the funds are paid, as individual property owners come current on their taxes, any fees or penalties associated with those late payment are assigned to FNA.

As of July 2024, there were 485 delinquent residential assessments totaling \$1,031,147.55, and six delinquent commercial assessments (20 parcels) totaling \$1,607,351.47 (Attachment 2). WRCOG will receive updated delinquent assessment numbers by August 12, 2024. These will be included in the final Purchase and Sale Agreement, to be executed on August 15, 2024, ensuring bond holders are paid by the bond closing date of September 1, 2024.

Entering into the Purchase and Sale Agreement would allow WRCOG to pay debt service payments in a timely manner to bond holders. According to the various indentures governing the series of PACE Bonds, WRCOG must determine whether any single participating parcel is delinquent in payment of any assessment installments by October 1, 2024, and within 60 days from such date, must either elect to defer or commence foreclosure proceedings.

**Prior Action(s):**

**September 12, 2023:** The Executive Committee adopted Resolution Number 27-23; A Resolution of the Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings.

**August 7, 2023:** The Executive Committee 1) adopted Resolution Number 26-23; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables; and 2) authorized the Executive Director to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

**Financial Summary:**

WRCOG will receive a 7.5% fee as revenue as a result of this agreement, which will be booked under HERO Administration revenue. The exact amount is not known at this time; however an estimated amount of revenue of approximately \$100k was included in the FY 2023/2024 budget under the General Fund (Fund 110) under the HERO Program.

**Attachment(s):**

[Attachment 1 - Resolution Number 24-24 approving a purchase and sale agreement for the sale of assessment installment receivables](#)

[Attachment 2 - WRCOG Delinquency Detail for FY 2023-2024 with Assessed Values as of 7-10-2024](#)

# Attachment

Resolution Number 24-24;  
A Resolution of the  
Executive Committee of the  
Western Riverside Council  
of Governments Approving  
a Purchase and Sale  
Agreement for the Sale of  
Assessment Installment  
Receivables

**RESOLUTION NUMBER 24-24**

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
APPROVING A PURCHASE AND SALE AGREEMENT FOR THE SALE OF  
ASSESSMENT INSTALLMENT RECEIVABLES**

**WHEREAS**, the Western Riverside Council of Governments (“WRCOG”) has levied assessments under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.) (“Chapter 29”). Such assessments are payable in installments under the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code (“1915 Act”) on residential and commercial properties participating in the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act (collectively, the “WRCOG Program”), which are collected on the secured property tax roll of the County of Riverside; and

**WHEREAS**, certain installments of such assessments are delinquent; and

**WHEREAS**, WRCOG and FNA California, LLC, desire to enter into that certain Purchase and Sale Agreement (the “Agreement”) pursuant to which WRCOG will sell to FNA California, LLC, certain rights WRCOG is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Purchase and Sale Agreement attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, WRCOG has determined that it is in the best interests of WRCOG at this time to enter into the Agreement in substantially similar form to that attached hereto as Exhibit “A” and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Executive Committee of the Western Riverside Council of Governments as follows:

Section 1. The above recitals are true and correct.

Section 2. The Executive Committee of the Western Riverside Council of Governments hereby approves as to form the Agreement attached hereto as Exhibit "A" and incorporated herein by reference and authorizes the Executive Director to make any changes he deems necessary in consultation with Best Best & Krieger as bond counsel and DTA, as assessment administrator.

**PASSED AND ADOPTED** at a meeting of the Executive Committee of the Western Riverside Council of Governments held on August 5, 2024.

---

Rita Rogers, Chair  
WRCOG Executive Committee

---

Dr. Kurt Wilson, Secretary  
WRCOG Executive Committee

Approved as to form:

---

Best Best & Krieger LLP  
WRCOG Bond Counsel

AYES: \_\_\_\_\_      NAYS: \_\_\_\_\_      ABSENT: \_\_\_\_\_      ABSTAIN: \_\_\_\_\_

EXHIBIT "A"

Purchase and Sale Agreement

---

**PURCHASE AND SALE AGREEMENT**

**Dated as of August 15, 2024**

**between**

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS,**

**as Seller**

**and**

**FNA CALIFORNIA, LLC,**

**as Purchaser**

**Regarding  
Assessment Installment Receivables  
for the 2023-2024 Tax Year**

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of August 15, 2024, between Western Riverside Council of Governments, a joint exercise of powers authority and existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date ("WRCOG"), and FNA California, LLC, an Illinois limited liability company ("Company").

### BACKGROUND

WRCOG has levied assessments under Chapter 29 (as defined below) payable in installments under the 1915 Act (defined below) on residential and commercial properties participating in the WRCOG Program (as defined below) which are collected on the secured property tax roll of the County (as defined below) in which the participating properties are located.

Certain installments of such assessments are delinquent (the "Assessment Installment Receivables") as of the Cut-off Date (as defined below).

WRCOG has determined that it is in the best interests of WRCOG at this time to sell to the Company the Assessment Installment Receivables it is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in this Agreement, upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

## Article I Definitions

**Section 1.01 Definitions.** Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“1915 Act” means the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code.

“Agreement” means this Purchase and Sale Agreement, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with the provisions hereof.

“Assessment” means each “Assessment” as defined in an Assessment Contract and levied pursuant to such Assessment Contract against a Property (as defined below) to which such Assessment Contract is subject.

“Assessment Administrative Fee” means, as to each Property, the assessment administrative fee due and payable pursuant to the applicable Assessment Contract that shall be collected on the property tax bill pertaining to such Property.

“Assessment Administrator” means David Taussig & Associates, and its successors, or any financial consultant or firm of such financial consultants judged by WRCOG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

“Assessment Contract” shall have the meaning given such term in the applicable Master Indenture.

“Assessment Installment” means, as to each Property, the portion of the principal amount of an Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill for a particular Tax Year pertaining to such Property.

“Assessment Installment Receivable” means, with respect to a Property for a particular Tax Year, the Assessment Installment and the related Assessment Administrative Fee on the secured tax roll of the County that:

(i) was levied by WRCOG on one of the Properties listed on the Assessment Installment Receivables Schedule for such Tax Year in accordance with the Chapter 29, the 1915 Act and the applicable Assessment Contract and is payable to WRCOG if and when collected,

(ii) was levied on account of the applicable Purchased Tax Year, was delinquent as of the Cut-off Date and was shown as such on the Delinquent Tax Roll maintained by the County for the applicable Purchased Tax Year,

(iii) had not been received by WRCOG or the Trustee, on behalf of WRCOG, as of the Cut-off Date,

(iv) is due and owing to WRCOG in an amount equal to the amount of such Assessment Installment and Assessment Administrative Fee, penalties and accrued interest set forth on the Assessment Installment Receivables Schedule,

(v) includes, to the extent permitted by law and the terms of the applicable Master Indenture, all penalties and accrued interest thereon to the date of collection, and

(vi) has not become a Defective Assessment Installment Receivable.

“Assessment Installment Receivable Balance” means, with respect to an Assessment Installment Receivable as of a particular date, the sum of

(i) an amount equal to the delinquent Assessment Installments and Assessment Administrative Fees levied by or on behalf of WRCOG and payable to the WRCOG with respect to such Assessment Installment Receivable as shown on the Assessment Installment Receivables Schedule,

(ii) to the extent permitted by law and the applicable Master Indenture, the ten percent (10%) penalty payable on the Assessment Installment Receivable in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code, and

(iii) to the extent permitted by law and the applicable Master Indenture, interest accrued on the amount in clause (A) from the July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent through the date of determination at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code.

“Assessment Installment Receivables Schedule” means the schedule attached as (or incorporated by reference in) EXHIBIT A hereto, as such schedule may be amended from time to time in accordance with Section 3.01(e) hereof, with respect to the Assessments levied on the Properties described on EXHIBIT A hereto.

“Assessment Installments Purchased” has the meaning set forth in Section 2.01(a) hereof.

“Assessment Lien” means any lien that attaches, by operation of Section 2187 of the California Revenue and Taxation Code, to the fee interest in real property.

“Associate Member” any Associate Member of WRCOG that is participating in the California HERO Program.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to public financing in the State.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York or California are authorized or obligated by law or executive order to be closed.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.)

“Closing Date” means August 15, 2024.

“Collections” means, with respect to an Assessment Installment Receivable, the amount collected by the County (whether as payments by the related Property Owner in a lump sum, payments by the related Property Owner pursuant to an installment payment plan, as proceeds of sale of the related tax-defaulted Property, or otherwise) on the Assessment Installment Receivable. Collections include but are not limited to the following:

- (i) the delinquent Assessment Installments payable for the Tax Year to which the Assessment Installment Receivable is related,
- (ii) the ten percent (10%) penalty payable thereon in accordance with Sections 2617 and 2618 of the California Revenue and Taxation Code,
- (iii) interest accruing at the rate of one and half percent (1.5%) per month in accordance with Section 4103 of the California Revenue and Taxation Code, and
- (iv) all Assessment Administrative Fees levied in connection therewith that are distributable to WRCOG, if any.

“Company” means FNA California, LLC, a limited liability company organized and existing under the laws of the state of Illinois or any successor thereto.

“County” means the County of Riverside, California, and each county of the Associate Members, which could include the unincorporated area of any county which is an Associate Member.

“Cut-off Date” means August 12, 2024.

“Defective Assessment Installment Receivable” has the meaning set forth in Section 3.01(c) hereof.

“Defective Assessment Installment Receivable Purchase Amount” means, as to any Defective Assessment Installment Receivable, an amount equal to the Purchase Price and Premium of such Defective Assessment Installment Receivable set forth on the Assessment Installment Receivables Schedule reduced by the amount, if any, of Collections on such Defective Assessment Installment Receivable which have been applied to the recovery of such Purchase Price and Premium and paid to the Company as of the date of calculation.

“Delinquent Tax Roll” means the delinquent tax roll which is delivered by the Treasurer-Tax Collector of the County to the Auditor-Controller of the County pursuant to Section 2627 of the Revenue and Taxation Code of the State, or such other report, file or data of the Treasurer-Tax Collector or Auditor-Controller of the County as may be available from the County and mutually satisfactory to WRCOG and the Company.

“Master Indenture” means, as applicable, each of the master indentures listed on EXHIBIT B, incorporated herein by reference.

“Opinion of Counsel” means one or more written opinions of counsel, who may be an employee of or counsel to WRCOG, which counsel shall be acceptable to the recipient of such opinion or opinions.

“Person” any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental body or other entity.

“Premium” has the meaning set forth in Section 2.01(a) hereof.

“Property” means, with respect to an Assessment Installment Receivable, either a residential or commercial parcel of real property that is encumbered by the Assessment Lien of such Assessment Installment Receivable.

“Property Owner” means, with respect to an Assessment Installment Receivable, the fee owner or owners of the related Property.

“Purchase Price” has the meaning set forth in Section 2.01(a) hereof.

“Purchased Tax Year” means, for a given Assessment Installment Receivable, the Tax Year ending on June 30 of the applicable calendar year, as set forth in EXHIBIT A hereto.

“Purchased Receivables” means the Assessment Installment Receivables listed on the Assessment Installment Receivables Schedule and purchased by the Company pursuant to this Agreement.

“Responsible Officer” means, with respect to WRCOG, the Executive Director, the Chief Financial Officer, Director of Energy and Environmental Programs of WRCOG or any other official of WRCOG customarily performing functions similar to those performed by any of the above designated officials, and also with respect to a particular matter, any

other official of WRCOG to whom such matter is referred because of such official's knowledge of and familiarity with the particular subject.

"State" means the State of California.

"Tax Year" means the 12-month period beginning on July 1 in any year and ending on the following June 30. Whenever in this Agreement reference is made to the Tax Year of a certain year, such reference is to the Tax Year ending June 30 of that year.

"Trustee" shall mean Wilmington Trust, National Association, a national banking association or The Bank of New York Mellon Trust Company, N.A., each duly organized and existing under the laws of the United States of America, acting as trustee or successor trustee and not in its individual capacity, its successors and assigns, and any other corporation or association which may be at any time substituted in its place, as provided in the applicable Master Indenture.

"Twain Commercial Assessment" means that certain Agreement to Pay Assessment and Finance Improvements by and among WRCOG, Temecula Hotel Partners Old Town Holding Company LLC and Twain Financial Partners Holding LLC dated as of December 18, 2019, as amended from time to time.

"WRCOG" means Western Riverside Council of Governments, a joint exercise of powers authority organized and existing under the laws of the State, including any entity with which it may be consolidated or which otherwise succeeds to the interests of WRCOG.

"WRCOG Program" means the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act.

## **Section 1.02 Other Definitional Provisions.**

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

### **Section 1.03 Term of this Agreement.**

This Agreement shall remain in full force and effect for the period during which any of the Assessment Installment Receivables purchased under this Agreement remains outstanding.

## **Article II**

### **Purchase and Sale of Assessment Installment Receivables**

#### **Section 2.01 Purchase and Sale of Assessment Installment Receivables; Assignment of Rights.**

(a) *Purchase and Sale.* In consideration of the Company’s promise to deliver on the Closing Date to or upon the order of WRCOG the sum of \$\_\_\_\_\_ (the “Purchase Price”), which is equal to the principal amount of \$\_\_\_\_\_ of the delinquent Assessment Installments included in Assessment Installment Receivables to be purchased (“Assessment Installments Purchased”), plus a premium equal to seven and a half percent (7.5%) of the Assessment Installments Purchased (the “Premium”) in the amount of \$\_\_\_\_\_, WRCOG does hereby sell, transfer, assign, set over and otherwise convey to the Company, without recourse (but subject to the obligations herein), all right, title and interest of WRCOG on the Closing Date, free and clear of all liens, claims and interest, whether now owned or hereinafter acquired, in and to:

- (i) the Assessment Installment Receivables;
- (ii) all Collections in respect of the Assessment Installment Receivables since the Cut-off Date; and
- (iii) the proceeds of any and all of the foregoing.

(b) *Collections.* The Company shall be entitled, from and after the Closing Date, to receive all Collections with respect to the Assessment Installment Receivables.

(c) *Payment and Application of Purchase Price.* On the Closing Date, the Company shall pay or cause to be paid the Purchase Price, together with the Premium thereon, in immediately available funds by federal funds wire to or upon the order of WRCOG. WRCOG covenants that (i) it shall treat the Purchase Price as Assessments or Assessment Administrative Fees, as applicable, for all purposes under the terms of the applicable Master Indenture or other document by which any bonds, notes or other evidences of indebtedness were issued and secured by the Assessments to which the Assessment Installment Receivables relate, and (ii) it shall apply the Purchase Price to the payment of the bonds secured by the Assessments to which the Assessment Installment Receivables relate, and to the other authorized purposes to which the Assessments or the Assessment Administrative Fees may be applied (including without limitation replenishment of reserve funds and payment of administrative expenses), to the same extent that the proceeds of the Assessments and Assessment Administrative Fees constituting the Assessment Installment Receivables would have been required to be applied had they been paid by the respective property owner before delinquency and received by WRCOG.

**Section 2.02 Closing Conditions.** The obligation of the Company to purchase the Assessment Installment Receivables and pay the Purchase Price, together with the Premium thereon, will be subject to the accuracy of the representations and warranties of WRCOG herein, to the accuracy of statements to be made by or on behalf of WRCOG, to the performance by WRCOG of its obligations hereunder and to the following additional conditions precedent:

(a) *Executed Agreement.* At the Closing Date, this Agreement must have been authorized, executed and delivered by the respective parties thereto, and this Agreement and all official actions of WRCOG relating thereto must be in full force and effect and not have been amended, modified or supplemented.

(b) *Closing Documents.* The Company must receive the following opinions and certificates (which may be consolidated into a single certificate for convenience), dated the Closing Date and acceptable to the Company:

(i) *Legal Opinion of Bond Counsel.* An approving opinion of Bond Counsel to the effect that the obligations of WRCOG under this Agreement are valid, binding and enforceable, and as to certain other matters, addressed to, and in form and substance satisfactory to, WRCOG and the Company.

(ii) *Certificate of WRCOG.* A certificate signed by an appropriate official of WRCOG to the effect that:

(A) WRCOG is duly organized and validly existing as a joint exercise of powers authority under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date,

(B) the representatives of WRCOG who executed this Agreement have been duly authorized to do so on behalf of WRCOG,

(C) the representations, agreements and warranties of WRCOG herein are true and correct in all material respects as of the Closing Date,

(D) WRCOG has complied with all the terms of this Agreement which are required to be complied with by WRCOG prior to or concurrently with the Closing Date, and

(E) the execution and delivery of this Agreement have been approved by the governing board of WRCOG, which approval was duly and regularly adopted in accordance with all applicable legal requirements.

**Section 2.03 Right to Terminate.** If WRCOG is unable to satisfy the conditions set forth in Section 2.02(a) and (b) hereof, as reasonably determined by the Company, this Agreement may be canceled either in part or in its entirety by the Company at any time. Notice of such cancellation shall be given to WRCOG in writing, or by telephone call confirmed in writing. Upon receipt of a notice of cancellation pursuant to this Section 2.03, WRCOG shall remit the full Purchase Price, together with the Premium thereon, to and upon the order of the Company.

**Section 2.04 Pledge.** Although the parties hereto intend that the sale of the Assessment Installment Receivables by WRCOG to the Company be characterized as an absolute sale rather than a secured borrowing, if the sale of the Assessment Installment Receivables is deemed to be a secured borrowing, then in order to secure WRCOG's obligations to the Company hereunder, WRCOG takes the actions set forth below.

(a) WRCOG hereby pledges, assigns and grants a lien to the Company on the following (the "Collateral"):

- (i) the Assessment Installment Receivables;
- (ii) the Collections; and
- (iii) all proceeds of the foregoing.

- (b) WRCOG represents and warrants to the Company that:
- (i) this Agreement creates a valid and continuing lien on the Collateral in favor of the Company, which is prior to all other liens, and is enforceable as such as against creditors of and purchasers from WRCOG;
  - (ii) WRCOG owns and has good and marketable title to the Collateral free and clear of any lien, claim or encumbrance of any person subject to the provisions of the applicable Master Indenture;
  - (iii) other than the lien granted to the Company pursuant to this Agreement, WRCOG has not pledged, assigned, sold, granted a lien on, or otherwise conveyed any of the Collateral; and
  - (iv) WRCOG is not aware of any judgment or tax lien filings against WRCOG.

These representations and warranties shall survive the Closing and may not be waived.

**Section 2.05 Release of Collateral upon Repurchase of Assessment Installment Receivables.** Any Assessment Installment Receivable that is repurchased by WRCOG in accordance with this Agreement shall be released from the Collateral when the required payment is made pursuant to Section 3.01(e) of this Agreement. Promptly upon such release, the Company shall amend the Assessment Installment Receivables Schedule to reflect the release of such Assessment Installment Receivable from the terms of this Agreement. Such Assessment Installment Receivable shall cease to be a part of the Collateral and be released from, and no longer be subject to, the pledge of this Agreement. The Company agrees to take or cause to be taken such actions and to execute, deliver and record such instruments and documents as may be set forth in a written request of WRCOG to release such Assessment Installment Receivable from the lien of this Agreement.

### **Article III**

#### **The Assessment Installment Receivables**

**Section 3.01 Representations, Warranties and Covenants as to the Assessment Installment Receivables.**

(a) *Representations and Warranties.* WRCOG hereby represents and warrants to the Company that to WRCOG's knowledge (1) as of the Closing Date for the Assessment Installment Receivables, the information set forth in the Assessment Installment Receivables Schedule will be correct in all material respects, and (2) as to each Assessment Installment Receivable transferred hereunder, as of the Closing Date:

- (i) WRCOG was the sole owner of such Assessment Installment Receivable;

(ii) WRCOG has full right and authority to sell such Assessment Installment Receivable as provided in this Agreement;

(iii) WRCOG sold such Assessment Installment Receivable free and clear of any and all liens, pledges, charges, security interests or any other statutory impediments to transfer created by or imposed upon WRCOG encumbering such Assessment Installment Receivable (but subject to the right of redemption by the related Property Owner), except for liens that will be discharged by the application of the proceeds of the sale thereof;

(iv) the sale of such Assessment Installment Receivable by WRCOG did not contravene or conflict with any laws, rules or regulations applicable to WRCOG;

(v) the Assessment Installments and Assessment Administrative Fees of which the Assessment Installment Receivable constitutes a portion were validly levied by WRCOG and, to the best knowledge of WRCOG and its agents and representatives, also validly levied and collected by the County on the secured property tax roll on behalf of WRCOG, in accordance with all applicable provisions of the laws, rules and regulations of the State, the County and of the United States;

(vi) the amount of the Assessment Installment Receivable includes Assessment Installments and Assessment Administrative Fees on the secured tax roll which have been levied by WRCOG and by the County on the secured property tax roll on behalf of WRCOG during the applicable Purchased Tax Year which were delinquent as of the Cut-off Date;

(vii) the Assessment Installment Receivable was secured by a legal, valid, binding and enforceable lien on the related Property;

(viii) the lien of the Assessment Installment Receivable represented a valid, proper and enforceable lien on the related Property, the priority of which was subject only to other Assessment Liens on such Property and to certain other priorities prescribed by statute;

(ix) the amount of such Assessment Installment Receivable includes a ten percent (10%) penalty imposed pursuant to Revenue & Taxation Code Section 2617 and/or 2618 on the portion of such Assessment Installment Receivable consisting of the delinquent Assessment Installment(s) and the delinquent Assessment Administrative Fee(s);

(x) interest payable by the related Property Owner has accrued and will continue to accrue on the delinquent Assessment Installments and Assessment Administrative Fees of which the Assessment Installment

Receivable constitutes a portion from July 1 of the Tax Year following the Tax Year in which such Assessment Installment Receivable first became delinquent to the date of payment of such Assessment Installments Receivable at the rate of one and a half percent (1.5%) per month (not compounded) as provided in California Revenue and Taxation Code Section 4103;

(xi) such Assessment Installment Receivable had not been discharged or disallowed (in whole or in part) in a bankruptcy proceeding;

(xii) such Assessment Installment Receivable had not been compromised, adjusted or modified (including by the granting of any discounts, allowances or credits, but not including installment payment plans in accordance with law);

(xiii) such Assessment Installment Receivable was not subject to a foreign government's diplomatic immunity from enforcement or treaty with the United States of America;

(xiv) there existed no fact, condition or circumstance that would prevent the County from being able to sell the related Property in a tax sale upon the expiration of a period of five years from July 1 of the Tax Year after the Tax Year in which the Assessment Installments became delinquent;

(xv) no right of rescission, setoff, counterclaim or defense had been asserted with respect to such Assessment Installment Receivable;

(xvi) WRCOG has not received notice that such Assessment Installment Receivable relates to a Property owned by a Property Owner that is subject to any bankruptcy proceeding commenced prior to the Closing Date;

(xvii) such Assessment Installment Receivable does not relate to a Property owned by a federal, state, or local governmental entity;

(xviii) WRCOG had not waived any penalties or interest with respect to such Assessment Installment Receivable;

(xix) each of the requirements included in the definition of "Assessment Installment Receivable" is satisfied with respect to such Assessment Installment Receivable; and

(xx) none of the exclusion criteria set forth in EXHIBIT C are applicable to such Assessment Installment Receivable unless, as of the Closing Date, any such criteria has been expressly waived in writing by the Company.

(b) Survival of Representations and Warranties; Liability of WRCOG.

(i) It is understood and agreed that the representations and warranties set forth in this Section 3.01, Section 2.04, Section 4.01 and Section 4.02 shall survive the consummation of the sale of the Assessment Installment Receivables on the Closing Date and shall inure to the benefit of the Company.

(ii) It is understood and agreed that the representations and warranties made by WRCOG in Section 3.01(a) hereof are made solely for the purpose of determining the existence of a Defective Assessment Installment Receivable, and in no case shall WRCOG or any of its officers or employees have any liability if it was subsequently discovered that such representations and warranties were in fact false at the time they were made, other than the obligation of WRCOG to repurchase Defective Assessment Installment Receivables as provided in this Agreement.

(c) *Defective Assessment Installment Receivables.* Upon discovery by WRCOG or the Company (based on information provided by the County, examination of the Delinquent Tax Roll, or otherwise) of a breach of any of the foregoing representations and warranties (without regard to any knowledge qualifier) that materially and adversely affects the value of any Assessment Installment Receivable (such Assessment Installment Receivable, a "Defective Assessment Installment Receivable"), the party making such discovery shall immediately notify WRCOG or the Company of such discovery and describe in reasonable detail the representations and warranties that were breached.

The Company may, at its option, require WRCOG to repurchase the Defective Assessment Installment Receivable. Under no circumstances will WRCOG have the right to require the resale of a Defective Assessment Installment Receivable to the Company. WRCOG shall have no right to substitute another Assessment Installment Receivable for a Defective Assessment Installment Receivable.

If the Company elects to require WRCOG to repurchase a Defective Assessment Installment Receivable, the Company shall give written notice to WRCOG. Such notice must (i) identify the Defective Assessment Installment Receivable, (ii) if the Assessment Installment Receivable Balance as of the Closing Date is determined to be less than the amount thereof shown on the Assessment Installment Receivables Schedule, state the amount of such deficiency and (iii) be accompanied by documentation from the County which reasonably establishes the factual basis for the determination of the breach. WRCOG shall fully cooperate (at its own expense), or utilize all reasonable efforts to cause the County to cooperate, as reasonably requested by the Company in the investigation and reporting of the foregoing matters.

For purposes of clause (ii) of the preceding paragraph, if the adjustments to the Assessment Installment Receivable Balance result from adjustments to the Delinquent Tax Roll provided by the County, the Company will use its best reasonable efforts to obtain the reason(s) for the adjustments from the County, but if the Company is unable

to obtain such reasons despite using its best reasonable efforts to do so, such inability shall not be grounds for rejection or disallowance of the adjustment.

(d) *Effect of Reduced Assessment Installment Receivable Amount.* If any Assessment Installment Receivable becomes a Defective Assessment Installment Receivable solely as a result of the determination that the Assessment Installment Receivable Balance as of the Closing Date (or applicable repurchase date) was less than the amount set forth on the Assessment Installment Receivables Schedule, then only the amount of the reduction of such Assessment Installment Receivable shall be deemed to be repurchased and such Assessment Installment Receivable, at its reduced Assessment Installment Receivable Balance, shall continue to be an Assessment Installment Receivable for all purposes of this Agreement.

(e) *Cure or Purchase of Defective Assessment Installment Receivables.* As to any Defective Assessment Installment Receivable, on or prior to the next date on which WRCOG receives the normal payments of Assessment Installments and Assessment Administrative Fees from the County following the day on which it is discovered that what was supposed to be an Assessment Installment Receivable is, in fact, a Defective Assessment Installment Receivable, WRCOG shall, at its option, either (A) cure or cause to be cured such breach or (B) pay to the Company, in immediately available funds, the Defective Assessment Installment Receivable Purchase Amount.

If any Assessment Installment Receivable is determined to be a Defective Assessment Installment Receivable prior to the Closing Date, the Defective Assessment Installment Receivable Purchase Amount shall be subtracted from the Purchase Price and Premium payable to WRCOG on the Closing Date.

The obligations of WRCOG under this Section 3.01(e) shall constitute the sole remedies available to the Company with respect to a Defective Assessment Installment Receivable and WRCOG shall not incur any other liability to the Company or any other Person because of any inaccuracy of any representation or warranty made under this Section 3.01 with respect to the Assessment Installment Receivables. Upon the repurchase of a Defective Assessment Installment Receivable by WRCOG, the Company shall cause the Assessment Installment Receivables Schedule to be amended to delete the Defective Assessment Installment Receivable, and WRCOG shall have no further liabilities or obligations with respect to such Defective Assessment Installment Receivable.

(f) *Company's Calculation of Defective Assessment Installment Receivables.* The Company shall cause the Company's calculations and/or recalculations of any adjustments made under this Section 3.01 (herein, "Adjustments") to be delivered to WRCOG. WRCOG shall have ten (10) Business Days after delivery thereof to review the Adjustments and submit to the Company any objections and deliver revised Adjustments to WRCOG. If WRCOG does not respond to any such Adjustments (as they may be revised) within ten (10) Business Days after delivery, such Adjustments shall be deemed final and binding on WRCOG, and WRCOG shall remit any payment required by Section 3.01(e).

### **Section 3.02 Enforcement and Collection; Assignment of Rights.**

(a) *Enforcement Rights of the Company.* Except as provided herein, the Company shall be entitled to assert all right, title, and interest of WRCOG in the enforcement and collection of the Purchased Receivables, including but not limited to WRCOG's lien priority, and WRCOG's right to receive the Collections on the Purchased Receivables. Notwithstanding the foregoing, the Company acknowledges that Streets & Highways Code Section 5898.28(b)(2) provides that (i) the Company is not authorized to initiate and prosecute a judicial foreclosure action upon the Properties securing the payment of the Purchased Receivables and (ii) prosecution of such a judicial foreclosure action remains the responsibility of WRCOG.

From and after the receipt by WRCOG of the Purchase Price on the Closing Date, WRCOG shall have no rights whatsoever in and to the Purchased Receivables, including but not limited to the right to receive any Collections in respect of the Purchased Receivables, except with respect to Defective Assessment Installment Receivables repurchased by WRCOG in accordance with Section 3.01 hereof.

WRCOG shall cooperate fully with the Company as may be reasonably required by the Company to exercise any enforcement rights granted to the Company under this Agreement. WRCOG shall take all actions as may be reasonably required by law, including but not limited to the initiation of judicial foreclosure proceedings upon the request of the Company upon the Properties securing the payment of the Purchased Receivables upon behalf of the Company as provided for herein, fully to preserve, maintain, defend, protect and confirm the interests of the Company in the Purchased Receivables and the Collections. Any such enforcement actions, including judicial foreclosure proceedings, required to be undertaken by WRCOG at the Company's request shall be at the sole expense of the Company. If the cost of any such enforcement action is recovered by WRCOG such funds shall first be used to reimburse WRCOG for any such costs that have not been paid by the Company and, upon reimbursement of WRCOG for all such costs, such remaining funds shall be used to reimburse the Company for such costs as have been paid by the Company.

The Company and WRCOG agree that the primary means of enforcement of the payment of a Purchased Receivable shall be a tax sale by the County in which the Property securing such Purchased Receivable is located pursuant to the applicable provisions of Part 6 of Division 1 of the California Revenue and Taxation Code (the "R&T Code"). The Company shall initially forebear from requesting WRCOG to initiate judicial foreclosure proceedings upon any Property securing the payment of a Purchased Receivable for a period of four (4) years from the date of the original delinquency of the Purchased Receivable. If the County in which such Property is located fails to attempt to sell such Property within two (2) years from the date such Property can be sold at a tax sale pursuant to R&T Code Section 3691, the Company may request that WRCOG initiate judicial foreclosure proceedings to secure the payment of the Purchased Receivable and WRCOG shall be obligated to initiate such proceedings.

(b) *Change of Records; Further Actions and Assurances.* On or before the Closing Date, WRCOG shall mark its appropriate records so that, from and after the Closing Date, records of WRCOG shall indicate that such Purchased Receivables have been sold. WRCOG hereby agrees to (i) execute, deliver and cause to be approved and/or recorded all documents, and take all actions, as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify the County of the assignments made under this Agreement, and (ii) execute, deliver and cause to be approved all amendments to any documents under which bonds or other debt secured by the Purchased Receivables were issued as may be required to assign the Purchased Receivables and the Collections to the Company under this Agreement, and to notify any applicable bond trustee, fiscal agent or payment agent of the assignments made under this Agreement.

(c) *Administration and Remittances of Collections.* WRCOG shall take all commercially reasonable best efforts as may be required to cause the Collections, when remitted by the County to WRCOG, to be remitted as soon as reasonably possible, and in any event not less frequently than once per calendar year, by or on behalf of WRCOG to the Company by federal funds wire transfer to the following account:

CIBC Bank USA  
ABA 071006486  
Acct Number: 2202292  
Acct Name: Elm Limited LLC

If the Company becomes aware of Collections that have been remitted by the County to WRCOG and not paid to the Company, the Company may notify WRCOG in writing and WRCOG agrees to take all actions required to remit those Collections to the Company as soon as reasonably possible. If any Collections received by WRCOG from the County are not remitted to the Company within ten (10) business days of such notice, WRCOG agrees to pay to the Company upon demand interest on the amount of such unpaid Collections at the rate of ten percent (10%) per annum for each day such Collections remain unpaid after such date.

WRCOG shall cause all notices and reports relating to the Purchased Receivables to be provided to the Company as and when they are available from WRCOG, the Trustee or the Assessment Administrator. In addition, WRCOG shall provide, or cause the Assessment Administrator to provide monthly reporting to the Company on the status of Assessment Installment Receivables, cash reconciliations, and such other similar reports as the Company may reasonably request to enable the Company to account for the Assessment Installment Receivables. The costs of providing such notices and reports as described in this paragraph shall be borne by WRCOG.

(d) *Covenant Not to Waive Penalties.* WRCOG agrees not to waive all or any portion of delinquency penalties and redemption penalties as permitted by any

provision of applicable law with respect to any delinquent Assessment Installments included within the Purchased Receivables.

## **Article IV WRCOG**

**Section 4.01 Representations of WRCOG.** WRCOG makes the following representations on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables. The representations speak as of the Closing Date, and shall survive the sale of the Assessment Installment Receivables to the Company and the pledge thereof to the Company pursuant to this Agreement.

(a) *Due Organization, Existence and Company.* WRCOG is a joint exercise of powers authority, duly organized and validly existing under the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and a Joint Exercise of Powers Agreement originally made and entered into as of April 1, 1991, as further amended to date, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to sell the Assessment Installment Receivables and the Collections to the Company, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of the governing board of WRCOG, WRCOG has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of WRCOG, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of WRCOG or of the voters of WRCOG's member jurisdictions, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(e) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which WRCOG (or any of its officers in their respective capacities as such) are subject, or by which it or any of its

properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of WRCOG, pending or threatened, that:

(i) in any way questions the legal existence of WRCOG or the titles of the officers of WRCOG to their respective offices that would have any material likelihood of affecting the obligations of WRCOG under this Agreement;

(ii) contests the validity or the power and authority of WRCOG to sell or pledge the Assessment Installment Receivables to Company;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the sale or pledge of the Assessment Installment Receivables by WRCOG to Company, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement, the power or authority of WRCOG to enter into this Agreement and perform its obligations hereunder or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to WRCOG's ability to comply with its obligations under this Agreement or to the Assessment Installment Receivables.

**Section 4.02 Additional Representations and Agreements.** WRCOG makes the following additional representations and agreements as of the Closing Date, on which the Company is deemed to have relied in acquiring the Assessment Installment Receivables:

(a) WRCOG has transferred the Assessment Installment Receivables to the Company pursuant to this Agreement for the Purchase Price, together with the Premium thereon, specified in this Agreement in cash. The consideration paid to WRCOG represents the fair market value of the Assessment Installment Receivables. This consideration was agreed upon as the result of arm's length negotiations. WRCOG has determined that the transactions contemplated by this Agreement and the related documents provide the maximum available financial benefits to WRCOG consistent with other objectives and requirements of WRCOG.

(b) WRCOG properly treats the transfer of the Assessment Installment Receivables to the Company as a sale pursuant to generally accepted accounting principles.

(c) There are no other agreements between WRCOG and the Company relating to or affecting the Assessment Installment Receivables, other than this Agreement.

(d) WRCOG does not receive any payments with respect to the Assessment Installment Receivables, except pursuant to this Agreement.

(e) WRCOG will mark its appropriate records so that they indicate the Assessment Installment Receivables have been sold and that the Company is the owner of such Assessment Installment Receivables. Such records of WRCOG may be in the form of a computer tape, microfiche, or other electronic or computer media.

(f) Sales of assets to the Company by WRCOG, including but not limited to the Assessment Installment Receivables, at all times have constituted and will constitute absolute transfers and conveyances, for fair and reasonably equivalent consideration, of all of the seller's right, title and interest in, to and under those assets for all purposes.

(g) WRCOG at no time has taken or will take any action that is inconsistent with any of the foregoing assumptions and that has given or will give (i) any creditor or future creditor of the Company cause to believe mistakenly that any obligation incurred by WRCOG has been or will be not only the obligation of WRCOG, but also of the Company, or (ii) any creditor or future creditor of either WRCOG or the Company cause to believe mistakenly that WRCOG and the Company have not been or will not continue to remain separate and distinct entities.

**Section 4.03 Representations of Company.** Company makes the following representations as of the Closing Date on which the WRCOG is deemed to have relied in selling the Assessment Installment Receivables to Company.

(a) *Due Organization, Existence and Company.* Company is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, has full legal right, power and authority under the Constitution and laws of the State to enter into this Agreement, to purchase the Assessment Installment Receivables and the Collections from WRCOG, and to carry out and consummate all transactions contemplated hereby.

(b) *Due Execution.* By all necessary official action of Company, Company has duly authorized and approved the execution and delivery of, and the performance by it of the obligations contained in this Agreement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) *Valid, Binding and Enforceable Obligations.* This Agreement constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights, generally.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which Company (or any of its officers in their respective capacities as such) are subject, or by which it or any of its properties are bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by this Agreement.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of Company and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency, is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending with service of process accomplished or, to the knowledge of Company, pending or threatened, that:

(i) in any way questions the legal existence of Company or the titles of the officers of Company to their respective offices that would have any material likelihood of affecting the obligations of Company under this Agreement;

(ii) contests the validity or the power and authority of Company to purchase the Assessment Installment Receivables from WRCOG;

(iii) affects, contests or seeks to prohibit, restrain or enjoin the execution and delivery of this Agreement, the purchase of the Assessment Installment Receivables by Company from WRCOG, or the payment of Collections on the Assessment Installment Receivables to the Company;

(iv) in any way contests or affects the validity of this Agreement or the consummation of the transactions contemplated hereby; or

(v) may result in any material adverse change relating to Company's ability to comply with its obligations under this Agreement.

## **Article V Miscellaneous**

**Section 5.01 Amendment.** This Agreement may be amended by an instrument in writing signed by WRCOG and the Company.

**Section 5.02 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties hereto and is made solely for the benefit of the parties hereto. No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein.

**Section 5.03 Notices.** All notices or communications to be given under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon actual receipt after deposit in the United States mail, postage prepaid, or (b) in the case of personal delivery to any person, upon actual receipt. The Company or WRCOG may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Company:                    FNA California, LLC  
    c/o First National Assets  
    120 N. LaSalle, Suite 1220  
    Chicago, IL 60602  
    Attn: General Counsel

If to WRCOG:                            Western Riverside Council of Governments  
    3390 University Ave. Suite 200  
    Riverside, California 92501  
    Attn: Executive Director

**Section 5.04 No Assignment by WRCOG.** Notwithstanding anything to the contrary contained herein, this Agreement may not be assigned by WRCOG.

**Section 5.05 Limitations on Rights of Others.** The provisions of this Agreement are solely for the benefit of WRCOG and the Company, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

**Section 5.06 Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent

of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 5.07 Separate Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**Section 5.08 Headings.** The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**Section 5.09 Governing Law and Venue.**

(a) This Agreement shall be construed in accordance with the laws of the State, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

(b) To the extent permitted by law, the parties hereto agree that any and all claims asserted against the Company arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside, California or in the California State Courts located in Riverside, California.

(c) If WRCOG commences any action against the Company in a court located other than in Riverside, California, upon request of the Company, WRCOG shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside, California or, if the court where the action is initially brought will not or cannot transfer the action, WRCOG shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside, California.

(d) To the extent permitted by law, the parties hereto agree that any and all claims asserted against WRCOG arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in Riverside County, California or in the California State Courts located in Riverside County, California.

(e) If the Company commences any action against WRCOG in a court located other than in Riverside County, California, upon request of WRCOG, the Company shall either consent to a transfer of the action to a court of competent jurisdiction located in Riverside County, California or, if the court where the action is initially brought will not or cannot transfer the action, the Company shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in Riverside County, California.

(f) With respect to any action between WRCOG and the Company in California State Court brought in accordance with the provisions of this Section, WRCOG

and the Company each hereby expressly waives and relinquishes any rights either might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a California State Court outside the county in which it is pending.

(g) With respect to any action between WRCOG and the Company in Federal Court brought in accordance with the provisions of this Section, WRCOG and the Company each hereby expressly waives and relinquishes any right either might otherwise have to move to transfer the action to another United States Court.

**Section 5.10 Nonpetition Covenants.** Notwithstanding any prior termination of this Agreement, WRCOG shall not, prior to the date which is one (1) year and one (1) day after the termination of this Agreement with respect to the Company, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or government against the Company for the purpose of commencing or sustaining a case against the Company under any Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Company.

**Section 5.11 Successor Is Deemed Included In All References To Predecessor.** Whenever in this Agreement either WRCOG or the Company is named or referred to, such reference shall be deemed to include the successors thereof, and all the covenants and agreements in this Agreement by or for the benefit of WRCOG and Company shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**Section 5.12 Waiver of Personal Liability.** No member, officer, agent or employee of the Company or WRCOG shall be individually or personally liable for the payment of any amount due hereunder or be subject to any personal liability or accountability by reason of the transactions described herein; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

**Section 5.13 Exclusive Right of First Refusal.** WRCOG hereby grants to the Company an exclusive right of first refusal to purchase, upon similar and mutually agreeable terms in this Agreement, *mutatis mutandis*, Assessment Installment Receivables that become delinquent with respect to the Tax Years ending on June 30, 2025, June 30, 2026 and June 30, 2027, as follows:

(a) With respect to Assessment Installment Receivables secured by Properties that also secure Assessment Installment Receivables that were previously purchased by the Company, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement; and

(b) With respect to all other Assessment Installment Receivables, such purchases shall be documented by the execution of an agreement in the form of this Agreement, *mutatis mutandis*, with the purchase price and premium calculated in the same manner as this Agreement, modified as the parties mutually agree.

**Section 5.14 Survival of Rights Related to Twain Commercial Assessment.**

The Company's rights and remedies under this Agreement with respect to the Twain Commercial Assessment shall survive any waiver of exclusion criteria set forth in Exhibit C hereto and/or covenants or representations required to be provided hereunder.

*[Next page is signature page]*

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

WESTERN RIVERSIDE COUNCIL OF  
GOVERNMENTS

By \_\_\_\_\_  
Name: Casey Dailey  
Title: Director of Energy & Environmental  
Programs

Approved as to Form

By: \_\_\_\_\_  
Bond Counsel

FNA CALIFORNIA, LLC

By \_\_\_\_\_  
Name: John Eisinger  
Title: CEO

EXHIBIT "A"  
ASSESSMENT INSTALLMENT RECEIVABLES SCHEDULE

EXHIBIT "B"  
LIST OF MASTER INDENTURES

- (a) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2013, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Energy Efficiency and Water Conservation Program for Western Riverside County) (First Residential Property Tranche – Phase Three), as amended by the First Amendment to the Master Indenture dated as of February 1, 2014.
- (b) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of February 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (First Residential Property Tranche – Phase One)
- (c) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of August 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One)
- (d) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One)
- (e) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2015 relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Third Residential Property Tranche – Phase One)
- (f) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of July 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fourth Residential Property Tranche – Phase One);

- (g) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of October 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fifth Residential Property Tranche – Phase One)
- (h) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Sixth Residential Property Tranche – Phase One)
- (i) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of May 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Seventh Residential Property Tranche – Phase One)
- (j) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of June 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Lifestyle Residential Property Tranche – Phase One)
- (k) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One)
- (l) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Eighth Residential Property Tranche – Phase One)
- (m) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG

Program and California HERO Program) (Ninth Residential Property Tranche – Phase One)

- (n) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of March 1, 2017, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One)
- (o) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of May 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Tenth Residential Property Tranche – Phase One)
- (p) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of August 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Eleventh Residential Property Tranche – Phase One)
- (q) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, dated as of January 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Twelfth Residential Property Tranche – Phase One)
- (r) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of July 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Thirteenth Residential Property Tranche – Phase One)
- (s) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of September 1, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Fourteenth Residential Property Tranche – Phase One)
- (t) Indenture of Trust by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2020, relating to the Western Riverside Council of Governments Limited Obligation Refunding Bonds, Series 2020 (Commercial Program)

- (u) Indenture of Trust No. 2 by and between WRCOG and Wilmington Trust, National Association, dated as of December 18, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Twain Commercial PACE Program) (First Commercial Property Tranche) Series No. 20191218-WR-TC-25

EXHIBIT "C"  
EXCLUSION CRITERIA

1. On the Closing Date, an Assessment Installment Receivable that is not lawfully collectable or no longer constitutes a valid and existing lien on the subject Property.
2. On the Closing Date, an Assessment Installment Receivable where the subject Property (i) has been or is expected to be designated as a CERCLA or government designated environmental cleanup site or (ii) is subject to environmental contamination that could materially decrease the market value thereof.
3. On the Closing Date, a subject Property that is described as, owned by, or used for (a) vacant land (except for Twain Commercial Assessment property), (b) a church or religious organization, (c) orphanages or other non-profit or charitable services, (d) sanitariums, convalescent and rest homes, (e) military properties, (f) forests parks or recreational areas, (g) public schools, (h) public colleges (i) public hospitals, (j) county properties, (k) state properties, (l) federal properties, (m) municipal properties, (n) utility properties (e.g., gas, electric, telephone, water, sewage, railroads, pipelines, canals, radio/tv/mobile communications towers), (o) subsurface rights, (p) right-of-way, streets, roads, irrigation channels and ditches, (q) rivers, lakes or other submerged lands, (r) sewage, disposal, solid waste disposal, borrow pits, drainage reservoirs, waste lands, marshes, sand dunes, or swamps or (s) heavy manufacturing or mineral processing.
4. At the time of origination, a subject Property, including improvements thereon, has an assessed value or market value of less than \$75,000.
5. On the Closing Date, an Assessment Installment Receivable where the original date of delinquency is greater than three hundred sixty-five (365) days prior to the Cut-off Date; provided however, the original date of the delinquency for the Twain Commercial Assessment may exceed such timeframe.
6. An Assessment Installment Receivable that was not originated by a WRCOG or any of its authorized program administrators.
7. On the Closing Date, an Assessment Installment Receivable that has been (a) challenged as to amount, enforceability or validity, (b) the subject of litigation, (c) subject to right of rescission, right of setoff or counterclaim, or (d) subjected to the assertion of defenses with respect to any of the foregoing.
8. At the time of origination, an Assessment Installment Receivable where (a) the loan to value ratio of the existing mortgage is greater than ninety percent (90%) or (b) the ratio of the aggregate amount of debt secured by any lien on the related Property to the market value of the Property is greater than ninety-five percent (95%).
9. On the Closing Date, an Assessment Installment Receivable that is subordinate to other valid claims on the subject Property or that otherwise does not have a first lien.

# Attachment

WRCOG PACE Delinquency  
Detail FY 2023-2024  
Purchase Exhibit

WRCOG PACE Delinquency Detail FY 2023-2024 Purchase Exhibit

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value	County [5]	Year Assessed [1]
							1st	2nd							
David Kimura	1870 Madison Ave Castro Valley CA 94546	084C-0796-038-00	CA001101979	170922-CA-RA-HPR-R-10C	\$2,418.80	\$0.00	X	X	\$2,418.80	\$241.88	\$72.56	\$2,733.24	\$994,500.00	Alameda	2024
Nancy Barnum-Moreland	2500 Lancaster Ct Hayward CA 94542	425-0360-017-00	CA001102209	180112-CA-RA-HPR-R-20C	\$2,048.20	\$0.00	X	X	\$2,048.20	\$204.82	\$61.45	\$2,314.47	\$105,922.00	Alameda	2024
CLYDIA CALDWELL	26 FOSTER CT Oakland CA 94603	045-5309-015-00	CA001102623	190118-CA-RA-HPR-R-25EF	\$3,814.18	\$1,907.09	X	X	\$1,907.09	\$190.71	\$57.21	\$2,155.01	\$114,312.00	Alameda	2024
Crystal Graves	3211 SACRAMENTO ST BERKELEY CA 94702	052-1536-014-00	CA001102660	190308-CA-RA-HPR-R-25EF	\$832.92	\$0.00	X	X	\$832.92	\$83.29	\$24.99	\$941.20	\$263,304.00	Alameda	2024
Andrea Tang, Phuoc Tang	9866 LAWLOR ST OAKLAND CA 94605	048-5606-028-00	CA001102833	191018-CA-RA-HPR-R-25F	\$2,092.86	\$1,046.43	X	X	\$1,046.43	\$104.64	\$31.39	\$1,182.46	\$446,028.00	Alameda	2024
Earnest Lockhart	10431 BYRON AVE OAKLAND CA 94603	047-5573-013-00	CA001102854	200214-CA-RA-HPR-R-25F	\$2,363.86	\$1,181.93	X	X	\$1,181.93	\$118.19	\$35.46	\$1,335.58	\$173,756.00	Alameda	2024
Robert Jackson, Tamara Jackson	16091 Overlook Ter Pioneer CA 95666	023-140-011-000	CA005109474	180216-CA-RA-HPR-R-10CD	\$2,519.70	\$0.00	X	X	\$2,519.70	\$251.97	\$75.59	\$2,847.26	\$213,601.00	Amador	2024
Joe Pearce	3647 Ashley Ave Oroville CA 95966	033-452-014-000	CA007109987	170428-CA-RA3-HPR-R-15C	\$1,377.16	\$0.00	X	X	\$1,377.16	\$137.72	\$41.31	\$1,556.19	\$147,759.00	Butte	2023
Damon Munn	1191 Mount Ida Rd Oroville CA 95966	079-330-011-000	CA007110366	190719-CA-RA-HPR-R-20F	\$1,114.16	\$557.08	X	X	\$557.08	\$55.71	\$16.71	\$629.50	\$194,405.00	Butte	2023
Olive Barnes	1822 Granada Dr Concord 94519	114-165-025-7	RCC95525N-150330	151022-BE-WR-R-07-20C	\$1,622.78	\$0.00	X	X	\$1,622.78	\$162.28	\$48.68	\$1,833.74	\$83,199.00	Contra Costa [5]	2024
Barbara Sanderson	1390 Berry Ln Brentwood 94513	016-213-002-5	RCC92438P-160203	160512-BE-CA-RA2-R-08-20C	\$2,450.66	\$0.00	X	X	\$2,450.66	\$245.07	\$73.52	\$2,769.25	\$404,215.00	Contra Costa [5]	2024
Maurice Lewis	695 School St Pittsburg 94565	073-246-010-0	RCC92351N-160215	160603-CA-RA2-R-15C	\$3,233.38	\$0.00	X	X	\$3,233.38	\$323.34	\$97.00	\$3,653.72	\$459,000.00	Contra Costa [5]	2024
Dorcas Duffey	1140 Redwood St Pittsburg 94565	073-073-004-1	CA013109272	160617-CA-RA-R-20C	\$3,807.08	\$0.00	X	X	\$3,807.08	\$380.71	\$114.21	\$4,302.00	\$55,189.00	Contra Costa [5]	2024
Gladstone Nordstrom	1760 Denkinger RD Concord 94521	115-341-002-0	CA013110001	160826-CA-RA2-R-15C	\$2,104.34	\$0.00	X	X	\$2,104.34	\$210.43	\$63.13	\$2,377.90	\$93,763.00	Contra Costa [5]	2024
Valerie Cookson	319 Gloria DR Pleasant Hill 94523	150-021-002-4	CA013110480	160916-CA-RA2-R-15C	\$2,402.26	\$0.00	X	X	\$2,402.26	\$240.23	\$72.07	\$2,714.56	\$93,183.00	Contra Costa [5]	2024
Beverly DiMercurio, Gary DiMercurio	3904 Lighthouse Pt Discovery Bay 94505	008-460-006-3	CA013111666	170120-CA-RA-R-20C	\$4,673.64	\$2,336.82	X	X	\$2,336.82	\$233.68	\$70.10	\$2,640.60	\$768,010.00	Contra Costa [5]	2024
Cesar Garcia, Araseli Garcia	1012 Rockspring Way Antioch CA 94531	055-310-043-9	CA013111794	170616-CA-RA2-HPRCA4-R-15C	\$3,793.16	\$0.00	X	X	\$3,793.16	\$379.32	\$113.79	\$4,286.27	\$351,308.00	Contra Costa [5]	2024
Heather Lee	3044 Castle Rock Loop Discovery Bay CA 94505	014-460-043-0	CA013111662	170804-CA-RA-HPRCA4-R-20C	\$2,882.98	\$0.00	X	X	\$2,882.98	\$288.30	\$86.49	\$3,257.77	\$583,241.00	Contra Costa [5]	2024
Pamela Elowsky	20 W Bolton Rd Oakley CA 94561	034-241-013-1	CA013112498	170908-CA-RA-HPR-R-10C	\$1,612.90	\$0.00	X	X	\$1,612.90	\$161.29	\$48.39	\$1,822.58	\$235,648.00	Contra Costa [5]	2024
Irma Overmyer	4432 BELLE DR Antioch CA 94509	074-153-010-9	CA013114622	190111-CA-RA-HPR-R-15EF	\$1,176.02	\$588.01	X	X	\$588.01	\$58.80	\$17.64	\$664.45	\$67,229.00	Contra Costa [5]	2024
Steven Shelby, Trudy Shelby	907 Lyon Ct Concord CA 94518	129-395-021-6	CA013114778	190614-CA-RA-HPR-R-20EF	\$1,925.78	\$962.89	X	X	\$962.89	\$96.29	\$28.89	\$1,088.07	\$724,078.00	Contra Costa [5]	2024
Aaron Ford	3321 BLUEJAY DR ANTIOCH CA 94509	068-584-019-1	CA013114763	190712-CA-RA-HPR-R-25EF	\$3,329.26	\$0.00	X	X	\$3,329.26	\$332.93	\$99.88	\$3,762.07	\$545,726.00	Contra Costa [5]	2024
Barbara Giddens	1720 Lone Pine Rd Shingle Springs 95682	091-150-013-000	RED95798N-160315	160729-CA-RA-R-20C	\$2,087.46	\$1,043.73	X	X	\$1,043.73	\$104.37	\$31.31	\$1,179.41	\$259,149.00	El Dorado	2024
Karen Selby	935 Cumorah Ct Placerville CA 95667	089-050-071-000	CA017104945	170609-CA-RA2-HPRCA2-R-10C	\$2,983.10	\$1,491.55	X	X	\$1,491.55	\$149.16	\$44.75	\$1,685.46	\$376,537.00	El Dorado	2024
Parmala Bangar, Satnam Bangar	7444 N 4th St Fresno 93720	303-261-04	RFC92270N-141108	150406-BE-R-02-10	\$2,927.22	\$1,463.61	X	X	\$1,463.61	\$146.36	\$43.91	\$1,653.88	\$289,071.00	Fresno	2023
Donecia Wright, Eola Metancon, Genelle Greene	28 E Stanislaus St Fresno 93706	465-214-03	RFC95120N-140522	150406-BE-R-02-10	\$1,272.54	\$0.00	X	X	\$1,272.54	\$127.25	\$38.18	\$1,437.97	\$89,666.00	Fresno	2023
Sandy Johnson	1123 S 8th St Fresno 93702	470-202-22	RFC95147N-140519	150406-BE-R-04-20	\$1,169.50	\$0.00	X	X	\$1,169.50	\$116.95	\$35.09	\$1,321.54	\$38,339.00	Fresno	2023
James Ortega	1827 S Sierra Vista Ave Fresno 93702	471-244-07	RFC92213N-141112	150406-BE-R-04-20	\$1,630.38	\$0.00	X	X	\$1,630.38	\$163.04	\$48.91	\$1,842.33	\$51,230.00	Fresno	2023
Karen Connelly	5127 N Teilman Ave Fresno 93711	417-180-24	RFC87062N-150701	151022-BE-WR-R-03-10C	\$2,318.26	\$0.00	X	X	\$2,318.26	\$231.83	\$69.55	\$2,619.64	\$262,394.00	Fresno	2023
Laurie Melton	1489 W Olson Ave Reedley 93654	365-203-04	RFC90221N-150325	151022-BE-WR-R-07-20C	\$2,190.08	\$0.00	X	X	\$2,190.08	\$219.01	\$65.70	\$2,474.79	\$166,978.00	Fresno	2023
Alysha Graham, Scott Moline, Twyla Moline	2614 Dewitt AVE Clovis 93612	499-131-11	RFC84203P-150915	160114-BE-WR-R-04-20C	\$2,617.72	\$0.00	X	X	\$2,617.72	\$261.77	\$78.53	\$2,958.02	\$297,596.00	Fresno	2023
Darrell Coufal	404 E Fedora AVE Fresno 93704	435-143-07	RFC82376N-151112	160512-BE-CA-RA2-R-07-15C	\$2,083.40	\$0.00	X	X	\$2,083.40	\$208.34	\$62.50	\$2,354.24	\$55,279.00	Fresno	2023
Gregorio Perez, Maria Perez	495 Pettit St Parlier 93648	355-222-20	RFC80105N-160211	160512-BE-CA-RA-R-03-15C	\$2,124.64	\$1,062.32	X	X	\$1,062.32	\$106.23	\$31.87	\$1,200.42	\$90,113.00	Fresno	2023
Mary Mehia	276 W Locust Ave Pinedale 93650	303-121-23	RFC83822N-150926	160512-BE-CA-RA-R-04-20C	\$1,254.78	\$0.00	X	X	\$1,254.78	\$125.48	\$37.64	\$1,417.90	\$66,345.00	Fresno	2023
Freddie Brewer	2824 Sussex Way Fresno 93726	436-122-18S	RFC82361N-151112	160512-BE-CA-RA-R-04-20C	\$1,861.40	\$0.00	X	X	\$1,861.40	\$186.14	\$55.84	\$2,103.38	\$117,632.00	Fresno	2023
Adam Sanchez	625 S St Sanger 93657	320-113-07	CA019109847	160617-CA-RA-R-15C	\$1,967.66	\$0.00	X	X	\$1,967.66	\$196.77	\$59.03	\$2,223.46	\$67,716.00	Fresno	2023
Harry Silva	1934 W Pontiac Way Fresno CA 93705	433-151-34	CA019110073	160708-CA-RA-R-15C	\$1,757.56	\$0.00	X	X	\$1,757.56	\$175.76	\$52.73	\$1,986.05	\$130,729.00	Fresno	2023
Horace Hill, Wanda Hill	5786 E Holland Ave Fresno 93727	499-205-09	CA019110962	160909-CA-RA-R-15C	\$2,408.90	\$0.00	X	X	\$2,408.90	\$240.89	\$72.27	\$2,722.06	\$43,011.00	Fresno	2023
Beverly Henry	2835 Gettysburg Ave Fresno 93726	427-194-11	CA019111106	160930-CA-RA-R-15C	\$1,819.86	\$0.00	X	X	\$1,819.86	\$181.99	\$54.60	\$2,056.45	\$67,221.00	Fresno	2023
Florine McNeal	4781 E Orleans Ave Fresno 93702	471-162-11	CA019111496	160930-CA-RA-R-15C	\$1,955.28	\$977.64	X	X	\$977.64	\$97.76	\$29.33	\$1,104.73	\$113,593.00	Fresno	2023
Ernest Crutchfield	3027 Saginaw Way Fresno 93726	436-215-08	CA019111062	161007-CA-RA2-R-15C	\$2,392.44	\$0.00	X	X	\$2,392.44	\$239.24	\$71.77	\$2,703.45	\$106,968.00	Fresno	2023
Jacinto Dela Cruz, Mary Dela Cruz	7150 N Everest Ave Fresno 93722	504-123-05S	CA019109688	161007-CA-RA2-R-20C	\$1,901.68	\$0.00	X	X	\$1,901.68	\$190.17	\$57.05	\$2,148.90	\$92,074.00	Fresno	2023
Celedonio Arceo, Maria Arceo	375 W Palm Ave Reedley 93654	363-152-10	CA019111368	161014-CA-RA-R-10C	\$1,736.98	\$868.49	X	X	\$868.49	\$86.85	\$26.05	\$981.39	\$173,164.00	Fresno	2023
Lela Carter	6563 N Meridian AVE Fresno 93710	410-082-07	CA019111566	161202-CA-RA-R-15C	\$4,114.64	\$2,057.32	X	X	\$2,057.32	\$205.73	\$61.72	\$2,324.77	\$183,372.00	Fresno	2023
Rogelio Garcia	3544 Summit Way Riverdale 93656	053-450-10	CA019112149	161216-CA-RA-R-15C	\$1,944.48	\$972.24	X	X	\$972.24	\$97.22	\$29.17	\$1,098.63	\$167,459.00	Fresno	2023
Barbara McDowell	328 E Grove AVE Fresno 93706	479-151-02	CA019112423	161216-CA-RA-R-15C	\$1,721.36	\$0.00	X	X	\$1,721.36	\$172.14	\$51.64	\$1,945.14	\$65,715.00	Fresno	2023
Jessie Martin, Rosie Martin	2526 Poppy Ave Fresno 93706	479-171-08	CA019110658	161216-CA-RA-R-20C	\$1,604.16	\$0.00	X	X	\$1,604.16	\$160.42	\$48.12	\$1,812.70	\$59,750.00	Fresno	2023
Lorene Vaillancour	467 W Keats Ave Fresno 93704	417-320-06	CA019111531	161223-CA-RA-R-25C	\$1,957.91	\$0.00	X	X	\$1,957.91	\$195.79	\$58.74	\$2,212.44	\$132,061.00	Fresno	2023
Carol Cederquist, Kenneth Cederquist	2307 Menlo Ave Clovis 93611	550-073-23	CA019112896	170113-CA-RA2-R-15C	\$2,797.08	\$0.00	X	X	\$2,797.08	\$279.71	\$83.91	\$3,160.70	\$239,633.00	Fresno	2023
Lynn Alves	2461 17th Ave Kingsburg 93631	394-112-05	CA019112802	170113-CA-RA2-R-25C	\$2,205.36	\$0.00	X	X	\$2,205.36	\$220.54	\$66.16	\$2,492.06	\$86,826.00	Fresno	2023
Augustine Martinez, Maria Martinez	417 W Palm Ave Reedley 93654	363-152-08	CA019113200	170210-CA-RA-R-10C	\$994.12	\$497.06	X	X	\$497.06	\$49.71	\$14.91	\$561.68	\$184,470.00	Fresno	2023
Ger Yang, Seethong Yang	358 E Kaviland Ave Fresno 93706	479-191-17	CA019113252	170217-CA-RA-R-15C	\$3,105.68	\$0.00	X	X	\$3,105.68	\$310.57	\$93.17	\$3,509.42	\$187,272.00	Fresno	2023
Lorene Vaillancour	467 W Keats Ave Fresno 93704	417-320-06	CA019112649	170217-CA-RA-R-25C	\$1,668.17	\$0.00	X	X	\$1,668.17	\$166.82	\$50.05	\$1,885.04	\$132,061.00	Fresno	2023
Ernest Becker	44 E Fountain Way Fresno 93704	435-291-05	CA019113545	170310-CA-RA3-R-25C	\$1,823.00	\$0.00	X	X	\$1,823.00	\$182.30	\$54.69	\$2,059.99	\$54,130.00	Fresno	2023
Love Cordova	669 Harvard Ave Clovis CA 93612	497-063-18	CA019113701	170324-CA-RA3-R-15C	\$1,645.16	\$822.58	X	X	\$822.58	\$82.26	\$24.68	\$929.52	\$31,242.00	Fresno	2023
George Huerta	20946 S Del Rio St Laton CA 93242	057-182-09	CA019113656	170421-CA-RA-HPR											

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value	County [5]	Year Assessed [1]
							1st	2nd							
Bobby Randleman, Katie Patterson-Wilson	2827 E St Selma CA 93662	389-071-07	CA019116842	180504-CA-RA-HPR-R-15CED	\$1,809.36	\$904.68			\$904.68	\$90.47	\$27.14	\$1,022.29	\$92,820.00	Fresno	2023
Harry Silva	1934 W Pontiac Way Fresno CA 93705	433-151-34	CA019116624	180614-CA-HLP-LEF-HPR-R-25AB-1	\$822.26	\$0.00	X	X	\$822.26	\$82.23	\$24.67	\$929.16	\$130,729.00	Fresno	2023
Arturo Rodriguez	172 Hoover St Coalinga CA 93210	071-151-06S	CA019117070	180824-CA-RA-HPR-R-25DE	\$1,233.72	\$0.00	X	X	\$1,233.72	\$123.37	\$37.01	\$1,394.10	\$91,460.00	Fresno	2023
Vanetta Hannah, Hanunah Shabazz	1136 E DOROTHY ST Fresno CA 93706	479-254-04	CA019117950	180928-CA-RA-HPR-R-10DE	\$2,004.04	\$1,002.02			\$1,002.02	\$100.20	\$30.06	\$1,132.28	\$67,253.00	Fresno	2023
BRIAN RAY	2819 N FARRIS AVE Fresno CA 93704	443-141-09	CA019118277	181102-CA-RA-HPR-R-25E	\$846.46	\$0.00	X	X	\$846.46	\$84.65	\$25.39	\$956.50	\$142,024.00	Fresno	2023
BRIAN RAY	2819 N FARRIS AVE Fresno CA 93704	443-141-09	CA019118125	181109-CA-RA-HPR-R-25E	\$1,000.72	\$0.00	X	X	\$1,000.72	\$100.07	\$30.02	\$1,130.81	\$142,024.00	Fresno	2023
Miguel Rodriguez	1729 THATCHER DR Firebaugh CA 93622	008-121-17	CA019118445	190125-CA-RA-HPR-R-15FE	\$2,270.40	\$1,135.20			\$1,135.20	\$113.52	\$34.06	\$1,282.78	\$94,157.00	Fresno	2023
Ivan Sigmond Ballesteros	1346 E PRINCETON AVE FRESNO CA 93704	443-261-05	CA019118778	190524-CA-RA-HPR-R-15EF	\$1,944.82	\$972.41			\$972.41	\$97.24	\$29.17	\$1,098.82	\$218,726.00	Fresno	2023
Jose Ramos, Maria Ramos	9415 S COLUSA AVE San Joaquin CA 93660	033-020-50	CA019118653	190524-CA-RA-HPR-R-25EF	\$2,670.04	\$0.00	X	X	\$2,670.04	\$267.00	\$80.10	\$3,017.14	\$118,734.00	Fresno	2023
Gwen Crump	4004 E ASHCROFT AVE Fresno CA 93726	428-146-16	CA019119068	190927-CA-RA-HPR-R-15F	\$2,374.64	\$1,187.32			\$1,187.32	\$118.73	\$35.62	\$1,341.67	\$62,674.00	Fresno	2023
Federico Ramirez	287 J ST MENDOTA CA 93640	013-313-08	CA019119365	200424-CA-RA-HPR-R-05F	\$2,927.30	\$0.00	X	X	\$2,927.30	\$292.73	\$87.82	\$3,307.85	\$59,020.00	Fresno	2023
Anna Shelton	515 W WELDON AVE FRESNO CA 93705	444-192-19	CA019119425	200714-CA-RA-HPR-R-15FG	\$2,851.92	\$0.00	X	X	\$2,851.92	\$285.19	\$85.56	\$3,222.67	\$102,531.00	Fresno	2023
Maria Raudales	805 Paseo De Los Virreyes St Calexico 92231	058-734-008-000	RIC95648N-150428	150713-BE-WR-R-03-10C	\$1,431.10	\$715.55			\$715.55	\$71.56	\$21.47	\$808.58	\$224,898.00	Imperial	2023
Raquel Villa	825 E 3rd St Calexico 92231	058-502-013-000	CA025108595	161114-CA-RA-R-10C	\$1,269.18	\$0.00	X	X	\$1,269.18	\$126.92	\$38.08	\$1,434.18	\$180,051.00	Imperial	2023
Maria Martinez	582 El Centro Ave El Centro 92243	044-421-023-000	CA025108795	170303-CA-RA2-R-10C	\$1,743.50	\$0.00	X	X	\$1,743.50	\$174.35	\$52.31	\$1,970.16	\$80,855.00	Imperial	2023
Angel Lazaro	13819 W Palm Ave Bakersfield 93314	495-151-05-00-4	RKC93842N-141008	150406-BE-R-03-15	\$3,172.94	\$1,586.47			\$1,586.47	\$158.65	\$47.59	\$1,792.71	\$400,391.00	Kern	2023
Revelina Viduya, Rodrigo Viduya	2320 Algehor Dr Delano 93215	049-332-04-00-7	RKC93782C-141014	150406-BE-R-04-20	\$1,890.94	\$0.00	X	X	\$1,890.94	\$189.09	\$56.73	\$2,136.76	\$188,192.00	Kern	2023
Queen Dodd	1412 Ralston St Bakersfield 93307	018-121-08-00-5	RKC90521N-150305	150713-BE-WR-R-04-10B	\$1,726.72	\$0.00	X	X	\$1,726.72	\$172.67	\$51.80	\$1,951.19	\$39,424.00	Kern	2023
Edward Guemes	3644 Alene Ave Ridgecrest 93555	352-221-16-00-4	RKC89783N-150325	150713-BE-WR-R-05-15C	\$2,418.04	\$1,209.02			\$1,209.02	\$120.90	\$36.27	\$1,366.19	\$139,046.00	Kern	2023
Kristy Strauss, Kylee Strauss	2918 Kaibab Ave Bakersfield 93306	383-092-24-00-3	RKC93317C-141121	150713-BE-WR-R-05-15C	\$2,379.42	\$1,189.71			\$1,189.71	\$118.97	\$35.69	\$1,344.37	\$77,150.00	Kern	2023
Tamala McDonald	803 Hacienda Dr Bakersfield 93307	170-240-39-00-4	RKC88370N-150501	150713-BE-WR-R-07-20C	\$1,025.64	\$0.00	X	X	\$1,025.64	\$102.56	\$30.77	\$1,158.97	\$25,810.00	Kern	2023
Buddy Self	1719 Jenkins Rd Bakersfield 93314	495-161-05-00-7	RKC86507A-150618	151022-BE-WR-R-03-10C	\$6,928.34	\$3,464.17			\$3,464.17	\$346.42	\$103.93	\$3,914.52	\$245,613.00	Kern	2023
Maethan Johnson-Hill	1128 Eureka St Bakersfield 93305	017-250-09-00-2	RKC85505N-150709	151022-BE-WR-R-07-20C	\$2,307.82	\$0.00	X	X	\$2,307.82	\$230.78	\$69.23	\$2,607.83	\$88,773.00	Kern	2023
Barbara Hemminger, Daniel Hemminger	100 Bendix St Bakersfield 93308	114-315-09-00-2	RKC85391N-150713	151022-BE-WR-R-07-20C	\$2,149.08	\$0.00	X	X	\$2,149.08	\$214.91	\$64.47	\$2,428.46	\$88,763.00	Kern	2023
Ishmael Kimbrough, Kotanya Kimbrough	1320 Falcon Ave Bakersfield 93304	025-091-13-00-3	RKC83108N-150903	160114-BE-WR-R-04-20C	\$1,874.24	\$937.12			\$937.12	\$93.71	\$28.11	\$1,058.94	\$75,669.00	Kern	2023
Cornelius Glass, Thelma Glass	27936 Highway 119 Taft 93268	298-120-27-00-5	RKC85292N-150714	160114-BE-WR-R-08-20C	\$2,708.60	\$0.00	X	X	\$2,708.60	\$270.86	\$81.26	\$3,060.72	\$179,000.00	Kern	2023
Helen Cullen	227 Oleander Ave Bakersfield 93304	008-192-10-00-5	RKC78455N-160220	160506-CA-RA-R-20C	\$2,259.44	\$0.00	X	X	\$2,259.44	\$225.94	\$67.78	\$2,553.16	\$189,987.00	Kern	2023
Jackie Hagans	2613 Lupine St Lake Isabella 93240	263-234-01-00-5	CA029103512	160506-CA-RA-R-20C	\$870.18	\$0.00	X	X	\$870.18	\$87.02	\$26.11	\$983.31	\$69,821.00	Kern	2023
Hayley Watts, Justin Watts	13348 Eberle Rd Bakersfield 93313	184-362-08-00-4	RKC81131C-151027	160512-BE-CA-RA2-R-06-10C	\$9,976.74	\$0.00	X	X	\$9,976.74	\$997.67	\$299.30	\$11,273.71	\$410,468.00	Kern	2023
Mary Mendenhall	5429 Vista Del Mar Ave Bakersfield 93311	544-352-15-00-5	RKC83468N-150826	160512-BE-CA-RA2-R-08-20C	\$4,924.36	\$0.00	X	X	\$4,924.36	\$492.44	\$147.73	\$5,564.53	\$358,926.00	Kern	2023
Hydee Krauss, Kenneth Krauss	1054 Moon Ranch St Bakersfield 93314	408-091-06-00-4	RKC79961N-151207	160512-BE-CA-RA-R-02-10C	\$10,224.10	\$5,112.05			\$5,112.05	\$511.21	\$153.36	\$5,776.62	\$1,492,552.00	Kern	2023
Kimberly Harrison	2616 Earlene Ave Bakersfield 93304	372-051-04-00-6	RKC79112N-160121	160512-BE-CA-RA-R-03-15C	\$1,605.68	\$0.00	X	X	\$1,605.68	\$160.57	\$48.17	\$1,814.42	\$45,866.00	Kern	2023
Rosa Ramirez, Tomas Ramirez	213 Stirrup Ave Bakersfield 93307	517-312-06-00-9	RKC84323C-150806	160512-BE-CA-RA-R-04-20C	\$1,822.38	\$0.00	X	X	\$1,822.38	\$182.24	\$54.67	\$2,059.29	\$116,307.00	Kern	2023
Hilaria Quioco, Ludger Quioco, Richard Quioco	1014 Valencia AVE Delano 93215	410-132-25-00-4	RKC78266A-160223	160527-CA-RA-R-20C	\$1,842.86	\$921.43			\$921.43	\$92.14	\$27.64	\$1,041.21	\$110,835.00	Kern	2023
Sonia Juarez	2301 Camellia St Wasco 93280	490-072-11-00-0	CA029103805	160603-CA-RA2-R-15C	\$783.42	\$391.71			\$391.71	\$39.17	\$11.75	\$442.63	\$99,300.00	Kern	2023
Mary Gonzaga	2013 Sandy Ln Bakersfield 93306	130-104-03-00-4	CA029104289	160624-CA-RA2-R-15C	\$806.42	\$403.21			\$403.21	\$40.32	\$12.10	\$455.63	\$139,297.00	Kern	2023
Dietha Tennento, William Smith	103 Garces Hwy Delano 93215	037-274-04-00-7	RKC77789P-160307	160805-CA-RA2-R-20C	\$1,961.26	\$0.00	X	X	\$1,961.26	\$196.13	\$58.84	\$2,216.23	\$40,931.00	Kern	2023
Isaias Manriquez, Stephanie Manriquez	3108 Sterling Rd Bakersfield 93306	134-367-06-00-8	CA029105495	161104-CA-RA-R-10C	\$4,202.30	\$2,101.15			\$2,101.15	\$210.12	\$63.03	\$2,374.30	\$117,853.00	Kern	2023
Ellen Bane	139 Spruce St Bakersfield 93304	008-212-03-00-0	CA029105864	170113-CA-RA2-R-20C	\$1,146.84	\$0.00	X	X	\$1,146.84	\$114.68	\$34.41	\$1,295.93	\$128,663.00	Kern	2023
Jack Weimer, Peggy Weimer	5305 Cameron CT Bakersfield CA 93309	355-071-02-00-1	CA029107712	170519-CA-RA3-HPR-R-15C	\$2,705.48	\$0.00	X	X	\$2,705.48	\$270.55	\$81.16	\$3,057.19	\$83,244.00	Kern	2023
Wesley Crawford, Shontelle Crawford	805 El Toro Dr Bakersfield CA 93304	011-421-03-00-8	CA029108274	170728-CA-RA3-HPR-R-10C	\$5,919.82	\$0.00	X	X	\$5,919.82	\$591.98	\$177.59	\$6,689.39	\$206,912.00	Kern	2023
Blandina Jirano, Einar Jirano	3708 April St Bakersfield CA 93309	403-192-12-00-2	CA029108335	170922-CA-RA-HPR-R-20C	\$3,053.02	\$1,526.51			\$1,526.51	\$152.65	\$45.80	\$1,724.96	\$133,999.00	Kern	2023
Zenon Garza, Sulema Ramos	5405 Banning ST Bakersfield CA 93314	104-121-15-00-3	CA029108729	170929-CA-RA-HPR-R-15C	\$2,516.88	\$0.00	X	X	\$2,516.88	\$251.69	\$75.51	\$2,844.08	\$257,680.00	Kern	2023
Humberto Villarreal, Maria Villarreal	632 Langford Ave Arvin CA 93203	192-221-18-00-4	CA029108983	180209-CA-RA-HPR-R-15CD	\$2,060.36	\$0.00	X	X	\$2,060.36	\$206.04	\$61.81	\$2,328.21	\$70,550.00	Kern	2023
James Virden, Kelly Virden	243 E Spruce Ave Lemoore 93245	021-280-067-000	RKI95822C-150421	150713-BE-WR-R-07-20C	\$1,862.26	\$931.13			\$931.13	\$93.11	\$27.93	\$1,052.17	\$88,786.00	Kings	2023
Albert Bechtel, Carol Bechtel	474 W Spruce Ave Lemoore 93245	021-430-036-000	RKI95753N-150609	151022-BE-WR-R-07-20C	\$2,439.48	\$0.00	X	X	\$2,439.48	\$243.95	\$73.18	\$2,756.61	\$132,227.00	Kings	2023
Angelita Martinez, Jesse Martinez	625 Hill St Lemoore 93245	020-012-008-000	CA031108968	160603-CA-RA2-R-15C	\$2,038.86	\$1,019.43			\$1,019.43	\$101.94	\$30.58	\$1,151.95	\$70,692.00	Kings	2023
Pamela Oliveira	15900 18th Ave Lemoore 93245	024-110-034-000	CA031109040	160722-CA-RA-R-15C	\$1,455.70	\$0.00	X	X	\$1,455.70	\$145.57	\$43.67	\$1,644.94	\$100,166.00	Kings	2023
Pamela Oliveira	15900 18th Ave Lemoore 93245	024-110-034-000	CA031109048	160902-CA-RA-R-20C	\$653.70	\$0.00	X	X	\$653.70	\$65.37	\$19.61	\$738.68	\$100,166.00	Kings	2023
Daniel Hernandez	1710 Chase Ave Corcoran 93212	032-175-003-000	CA031109191	161114-CA-RA-R-10C	\$1,699.16	\$0.00	X	X	\$1,699.16	\$169.92	\$50.97	\$1,920.05	\$85,981.00	Kings	2023
Margaret Juarez	313 E Malone St Hanford CA 93230	010-113-005-000	CA031109253	161216-CA-RA-R-20C	\$2,087.13	\$0.00	X	X	\$2,087.13	\$208.71	\$62.61	\$2,358.45	\$108,670.00	Kings	2023
Norma Gonzales, Daniel Gonzales	6302 Niles Ave Corcoran CA 93212	034-102-013-000	CA031109380	170428-CA-RA3-HPR-R-15C	\$1,595.20	\$797.60			\$797.60	\$79.76	\$23.93	\$901.29	\$115,106.00	Kings	2023
Manuel Lopez	2535 Plum Ln Hanford CA 93230	007-340-020-000	CA031109776	170915-CA-RA-HPR-R-15C	\$4,755.34	\$0.00	X	X	\$4,755.34	\$475.53	\$142.66	\$5,373.53	\$198,451.00	Kings	2023
Margaret Juarez	313 E Malone St Hanford CA 93230	010-113-005-000	CA031109730	180112-CA-RA-HPR-R-15C	\$2,360.47	\$0.00	X	X	\$2,360.47	\$236.05	\$70.81	\$2,667.33	\$108,670.00	Kings	2023
Lynn Turner	1419 Fitzgerald Ln Hanford CA 93230	010-320-008-000	CA031109992	180608-CA-RA-HPR-R-25CDE	\$1,317.18	\$658.59			\$658.59	\$65.86	\$19.76	\$744.21	\$86,572.00	Kings	2023

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value	County [5]	Year Assessed [1]
							1st	2nd							
Nicole Davis-Johnson	1340 W Orange Grove Ave Pomona 91768	8357-002-100	RLA80942C-150210	150713-BE-WR-R-08-20B	\$4,056.75	\$2,028.38		X	\$2,028.37	\$202.84	\$60.85	\$2,292.06	\$229,376.00	Los Angeles	2023
Van Khiev	3742 Strang Ave Rosemead 91770	8578-002-051	RLA80627C-150217	150713-BE-WR-R-08-20B	\$2,616.34	\$0.00	X	X	\$2,616.34	\$261.63	\$78.49	\$2,956.46	\$190,532.00	Los Angeles	2023
Catalina Barreras	4824 BRESEE AVE BALDWIN PARK CA 91706	8535-007-018	CA037165965	201009-CA-RA-HPR-R-15FG	\$8,517.97	\$0.00	X	X	\$8,517.97	\$851.80	\$255.54	\$9,625.31	\$46,355.00	Los Angeles	2023
Melinda Sawyer	1637 WATERS AVE POMONA CA 91766	8343-021-023	CA037166055	211007-CA-RPP-R-25	\$3,071.51	\$0.00	X	X	\$3,071.51	\$307.15	\$92.15	\$3,470.81	\$35,987.00	Los Angeles	2023
Antonio Vera, Fidelina Vera	440 Elm Ave Chowchilla 93610	001-330-056-000	RMD94751N-160314	160909-CA-RA-R-20C	\$2,186.04	\$1,093.02		X	\$1,093.02	\$109.30	\$32.79	\$1,235.11	\$135,540.00	Madera	2024
Olivia Ramirez	3391 KELSEY LN Madera CA 93637	009-390-053-000	CA039108553	180824-CA-RA-HPR-R-15DE	\$1,463.74	\$0.00	X	X	\$1,463.74	\$146.37	\$43.91	\$1,654.02	\$435,409.00	Madera	2024
Ira Leshin, Sohia Leshin, Sophia Leshin	4 Pacific Dr Novato 94949	160-831-18	CA041102448	171006-CA-RA-HPR-R-10C	\$5,082.64	\$2,541.32		X	\$2,541.32	\$254.13	\$76.24	\$2,871.69	\$1,042,182.00	Marin	2024
Richard Krogel	2411 Adelfa St La Grange CA 95329	020-010-002-000	CA043104165	180126-CA-RA3-HPR-R-15CD	\$1,131.26	\$0.00	X	X	\$1,131.26	\$113.13	\$33.94	\$1,278.33	\$122,527.00	Mariposa	2023
Andres Ybarra, Virginia Olivas	319 W 22nd St Merced 95340	030-193-010-000	RMR95195A-150520	150713-BE-WR-R-07-20C	\$1,036.82	\$0.00	X	X	\$1,036.82	\$103.68	\$31.10	\$1,171.60	\$221,251.00	Merced	2024
Andres Ybarra, Virginia Olivas	319 W 22nd St Merced 95340	030-193-010-000	RMR95615C-141219	150713-BE-WR-R-08-20B	\$1,118.40	\$0.00	X	X	\$1,118.40	\$111.84	\$33.55	\$1,263.79	\$221,251.00	Merced	2024
Mark Green	2345 Lander Ave Stevinson 95374	055-177-012-000	RMR94994N-150707	160114-BE-WR-R-03-15C	\$2,328.46	\$0.00	X	X	\$2,328.46	\$232.85	\$69.85	\$2,631.16	\$241,657.00	Merced	2024
Julio Rojas-Reyes	627 Q St Merced 95341	032-183-036-000	CA047109097	161021-CA-RA-R-10C	\$1,738.02	\$869.01		X	\$869.01	\$86.90	\$26.07	\$981.98	\$49,039.00	Merced	2024
Dorothy Reynolds, Walter Reynolds	704 Northwood Dr Merced CA 95348	007-272-019-000	CA047109498	170707-CA-RA3-HPR-R-20C	\$2,411.28	\$0.00	X	X	\$2,411.28	\$241.13	\$72.34	\$2,724.75	\$90,279.00	Merced	2024
Guadalupe Jauregui	16634 Everton St Delhi 95315	010-032-009-000	CA047109871	170825-CA-RA-HPRCA4-R-15C	\$1,750.68	\$875.34		X	\$875.34	\$87.53	\$26.26	\$989.13	\$249,520.00	Merced	2024
Joseph Manzanedo	507 San Juan St Los Banos CA 93635	025-145-003-000	CA047110330	180126-CA-RA3-HPR-R-15CD	\$2,625.90	\$0.00	X	X	\$2,625.90	\$262.59	\$78.78	\$2,967.27	\$94,659.00	Merced	2024
Warren Patrick Shelly	1717 OLIVER ST DOS PALOS CA 93620	012-310-034-000	CA047110893	190809-CA-RA-HPR-R-20F	\$2,301.50	\$0.00	X	X	\$2,301.50	\$230.15	\$69.05	\$2,600.70	\$45,302.00	Merced	2024
Armando De Loa	2316 LOBO AVE MERCED CA 95348	057-263-005-000	CA047111113	201009-CA-RA-HPR-R-05FG	\$4,815.20	\$0.00	X	X	\$4,815.20	\$481.52	\$144.46	\$5,441.18	\$159,062.00	Merced	2024
Jorge Quintero, Elvia Quintero, Esteban Quintero, Leticia Quintero	934 W 25TH ST MERCED CA 95340	030-081-004-000	CA047111112	201130-CA-RA-HPR-R-15G	\$1,849.64	\$924.82		X	\$924.82	\$92.48	\$27.74	\$1,045.04	\$221,569.00	Merced	2024
Michael Mckee	130 W 26TH ST MERCED CA 95340	030-121-007-000	CA047111120	201130-CA-RA-HPR-R-25G	\$1,700.34	\$0.00	X	X	\$1,700.34	\$170.03	\$51.01	\$1,921.38	\$70,690.00	Merced	2024
Norman Venuti	8 N 4th St Salinas 93906	003-352-008-000	CA053108096	160819-CA-RA-R-20C	\$1,531.04	\$0.00	X	X	\$1,531.04	\$153.10	\$45.93	\$1,730.07	\$51,561.00	Monterey	2023
William Klauer	4 White Fir Ct Napa 94558	035-501-001-000	RNC95591N-150105	150406-BE-R-02-10	\$3,784.76	\$1,892.38		X	\$1,892.38	\$189.24	\$56.77	\$2,138.39	\$774,477.00	Napa	2023
Loc Mai	8861 Hazard Garden Grove 92844	097-322-44	ROC87179N-141110	150406-BE-R-02-10	\$5,173.73	\$0.00	X	X	\$5,173.73	\$517.37	\$155.21	\$5,846.31	\$415,790.00	Orange	2023
Banji Adereti, Funmi Adereti	866 N Hall Ln Placentia 92870	341-452-05	ROC85592C-141227	150406-BE-R-03-15	\$2,457.55	\$0.00	X	X	\$2,457.55	\$245.76	\$73.73	\$2,777.04	\$448,429.00	Orange	2023
Loren Carroll	3001 S Pacific Ave Santa Ana 92704	412-012-10	ROC88244N-141010	150406-BE-R-04-20	\$2,604.00	\$1,302.00		X	\$1,302.00	\$130.20	\$39.06	\$1,471.26	\$100,197.00	Orange	2023
Chris Bobadilla, Leo Bobadilla, Ofelia Bobadilla	11 Northwind Ct 41 Newport Beach 92663	933-381-78	ROC86471N-141201	150713-BE-WR-R-04-10B	\$2,039.87	\$1,019.94		X	\$1,019.93	\$101.99	\$30.60	\$1,152.52	\$465,256.00	Orange	2023
Dawn Hlavin	9852 Hibiscus Dr Garden Grove 92841	132-362-07	ROC76613C-150727	151022-BE-WR-R-03-10C	\$2,956.40	\$0.00	X	X	\$2,956.40	\$295.64	\$88.69	\$3,340.73	\$84,056.00	Orange	2023
Linda Murdock	5092 Olga Ave Cypress 90630	241-047-03	ROC75899N-150811	151022-BE-WR-R-03-10C	\$3,113.66	\$1,556.83		X	\$1,556.83	\$155.68	\$46.70	\$1,759.21	\$61,921.00	Orange	2023
Anthony Gallegos, Toni Gallegos	7705 E Bridgewood Dr Anaheim 92808	354-421-03	ROC82118A-150325	151022-BE-WR-R-05-15C	\$7,141.50	\$0.00	X	X	\$7,141.50	\$714.15	\$214.25	\$8,069.90	\$930,979.00	Orange	2023
Esther Maraga, Javier Maraga	150 Gwynwood Ave La Habra 90631	019-384-04	ROC81575N-150403	151022-BE-WR-R-07-20C	\$6,718.51	\$0.00	X	X	\$6,718.51	\$671.85	\$201.56	\$7,591.92	\$344,816.00	Orange	2023
Derek Sheppard, Heather Sheppard	20401 Brentstone Ln Huntington Beach 92646	151-551-15	ROC76301N-150801	151022-BE-WR-R-07-20C	\$2,747.88	\$0.00	X	X	\$2,747.88	\$274.79	\$82.44	\$3,105.11	\$778,847.00	Orange	2023
Jaime Devera	6153 Nauru St Cypress 90630	224-075-08	ROC74018N-150914	160114-BE-WR-R-04-20C	\$2,864.13	\$1,432.07		X	\$1,432.06	\$143.21	\$42.96	\$1,618.23	\$86,564.00	Orange	2023
Peta Fasulo, Robert Fasulo	2285 Tustin Ave Newport Beach 92660	426-091-53	ROC71813N-151022	160114-BE-WR-R-07-15C	\$2,241.93	\$1,120.97		X	\$1,120.96	\$112.10	\$33.63	\$1,266.69	\$1,609,700.00	Orange	2023
Michele Smith	5188 Piccadilly Cir Westminster 92683	195-412-32	ROC71102N-151106	160512-BE-CA-RA2-R-08-20C	\$728.25	\$0.00	X	X	\$728.25	\$72.83	\$21.85	\$822.93	\$105,419.00	Orange	2023
Loren Carroll	3001 S Pacific Ave Santa Ana 92704	412-012-10	ROC68285A-160119	160512-BE-CA-RA-R-03-15C	\$668.46	\$334.23		X	\$334.23	\$33.42	\$10.03	\$377.68	\$100,197.00	Orange	2023
Michael Murdock	1706 W 10th St Santa Ana 92703	405-141-69	ROC68426N-160115	160512-BE-CA-RA-R-04-20C	\$3,928.26	\$0.00	X	X	\$3,928.26	\$392.83	\$117.85	\$4,438.94	\$68,669.00	Orange	2023
Celia Woolridge, Richard Woolridge	5561 Camp St Cypress 90630	244-473-23	CA059104349	160520-CA-RA-R-20C	\$2,286.15	\$1,143.08		X	\$1,143.07	\$114.31	\$34.29	\$1,291.67	\$43,496.00	Orange	2023
John Brown, Kaitlin Brown	224 S Gain Ave Anaheim 92804	127-022-21	CA059105175	160708-CA-RA-R-10C	\$3,974.70	\$0.00	X	X	\$3,974.70	\$397.47	\$119.24	\$4,491.41	\$321,313.00	Orange	2023
Ronald Wright	306 N Lindsay St Anaheim 92801	072-453-43	CA059104356	160805-CA-RA2-R-15C	\$2,286.01	\$0.00	X	X	\$2,286.01	\$228.60	\$68.58	\$2,583.19	\$110,442.00	Orange	2023
Jaime Devera	6153 Nauru St Cypress 90630	224-075-08	CA059106147	160812-CA-RA-R-15C	\$1,640.25	\$820.13		X	\$820.12	\$82.01	\$24.60	\$926.73	\$86,564.00	Orange	2023
Marilyn Drum	27784 Gleneagles Mission Viejo 92692	937-270-89	CA059105553	160812-CA-RA-R-15C	\$1,243.90	\$621.95		X	\$621.95	\$62.20	\$18.66	\$702.81	\$574,231.00	Orange	2023
Patricia Donaldson	2610 Greenbrier LN La Habra 90631	018-343-06	CA059105644	161028-CA-RA2-R-20C	\$5,073.04	\$0.00	X	X	\$5,073.04	\$507.30	\$152.19	\$5,732.53	\$89,916.00	Orange	2023
Irene Bertuzzi	8361 Cerulean DR Garden Grove 92841	131-521-36	CA059107068	161028-CA-RA2-R-25C	\$4,981.91	\$2,490.96		X	\$2,490.95	\$249.10	\$74.73	\$2,814.78	\$85,567.00	Orange	2023
Marietta Finney	1858 Almond Dr Anaheim CA 92805	035-364-15	CA059107398	161104-CA-RA-R-10C	\$1,289.43	\$0.00	X	X	\$1,289.43	\$128.94	\$38.68	\$1,457.05	\$58,920.00	Orange	2023
Sandra Fong, Marjorie Fong	2738 Fremont LN Costa Mesa CA 92626	141-552-03	CA059108726	170324-CA-RA3-R-15C	\$4,983.11	\$2,491.56		X	\$2,491.55	\$249.16	\$74.75	\$2,815.46	\$407,415.00	Orange	2023
Sandra Fong, Marjorie Fong	2738 Fremont LN Costa Mesa CA 92626	141-552-03	CA059106921	170407-CA-RA3-R-15C	\$3,130.32	\$1,565.16		X	\$1,565.16	\$156.52	\$46.95	\$1,768.63	\$407,415.00	Orange	2023
Marietta Finney	1858 Almond Dr Anaheim CA 92805	035-364-15	CA059109058	170421-CA-RA-HPR-R-20C	\$2,739.50	\$0.00	X	X	\$2,739.50	\$273.95	\$82.19	\$3,095.64	\$58,920.00	Orange	2023
Valerie Clark	314 Goldenrod AVE Newport Beach CA 92625	930-254-18	CA059110193	170721-CA-RA3-HPR-R-15C	\$3,997.34	\$0.00	X	X	\$3,997.34	\$399.73	\$119.92	\$4,516.99	\$1,149,795.00	Orange	2023
Richard Gordon	389 Victoria St Costa Mesa CA 92627	419-172-03	CA059109950	171027-CA-RA-HPR-R-15C	\$2,092.97	\$0.00	X	X	\$2,092.97	\$209.30	\$62.79	\$2,365.06	\$67,357.00	Orange	2023
Robert Todd	223 N DALE AVE Anaheim CA 92801	070-551-08	CA059112021	180831-CA-RA-HPR-R-15DE	\$1,593.07	\$0.00	X	X	\$1,593.07	\$159.31	\$47.79	\$1,800.17	\$83,909.00	Orange	2023
Stacy Massey	17321 GIBSON CIR HUNTINGTON BEACH CA 92647	165-093-20	CA059112771	190419-CA-RA-HPR-R-05EF	\$1,852.46	\$0.00	X	X	\$1,852.46	\$185.25	\$55.57	\$2,093.28	\$125,800.00	Orange	2023
Nancy Meler	11044 Hercules Way Mira Loma 91752	160-072-026	RWR93542C-120601	130302-BE-05	\$1,958.22	\$0.00	X	X	\$1,958.22	\$195.82	\$58.75	\$2,212.79	\$273,538.00	Riverside	2023
Henry Tomas	7831 Casablanca St Riverside 92504	230-222-012	RWR68408N-130626	130719-01-IN-15	\$1,113.18	\$0.00	X	X	\$1,113.18	\$111.32	\$33.40	\$1,257.90	\$271,429.00	Riverside	2023
Lindbergh Hale	5440 Peacock Ln Riverside 92505	168-203-010	RWR72974C-130515	130719-01-IN-20	\$908.66	\$454.33		X	\$454.33	\$45.43	\$13.63	\$513.39	\$103,822.00	Riverside	2023
Alfred Zaragoza, Anita Zaragoza	5906 Bee Jay St Riverside 92503	151-041-007	RWR66660C-130709	130809-01-IN-20	\$2,308.88	\$0.00	X	X	\$2,308.88	\$230.89	\$69.27	\$2,609.04	\$40,456.00	Riverside	2023
Frederick Watanabe, Lisa Watanabe	161 Mahogany Ct San Jacinto 92582	436-581-033	RWR68998C-130621	131025-WR-PB-R-10A	\$1,935.86	\$967.93		X	\$967.93	\$96.79	\$29.04	\$1,093.76	\$154,946.00	Riverside	2023
Mel Miller	3760 Marview Ct Riverside 92505	132-052-012	RWR55778A-131010	131108-WR-PB-R-15B	\$2,406.99	\$1,203.50		X	\$1,203.49	\$120.35	\$36.10	\$1,359.94	\$236,340.00	Riverside	2023
James Brown, Paula Brown	25301 Tradewinds Dr Menifee 92585	329-340-017	RWR54232N-131029	131206-WR-PB-R-20B	\$1,374.26	\$0.00	X	X	\$1,374.26	\$137.43	\$41.23	\$1,552.92	\$212,640.00	Riverside	2023
Alicia Russell	22910 Brompton St Moreno Valley 92553	291-541-033	RWR52732A-131119	131213-WR-PB-R-20B	\$1,280.56	\$640.28		X	\$640.28	\$64.03	\$19.21	\$723.52	\$180,791.00	Riverside	2023
Jose Salitre, Pamela Salitre	3904 Mennes Ave Riverside 92509	181-101-048	RWR63810N-130801	131220-WR-PB-R-20A	\$2,073.52	\$1,036.76		X	\$1,036.76	\$103.68	\$31.10	\$1,171.54	\$81,198.00	Riverside	2023
Elva Buchanan, Richard Buchanan	25865 Hemet St Hemet 92544	551-210-020	RWR53252C-131111	131227-WR-PB-R-15B	\$2,715.10	\$0.00	X	X	\$2,715.10	\$271.51	\$81.45	\$3,068.06	\$189,825.00	Riverside	2023
Rigoberto Montes	3435 Sparrow Cir Riverside 92503														

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value	County [5]	Year Assessed [1]
							1st	2nd							
Agata Maher, Thomas Maher	29419 Masters Dr Murrieta 92563	908-341-004	RWR84976N-121215	140219-BE-R-11-20B	\$2,822.84	\$1,411.42		X	\$1,411.42	\$141.14	\$42.34	\$1,594.90	\$352,323.00	Riverside	2023
Eva Arthurs	8097 Stone Mist Cir Riverside 92509	166-602-018	RWR74764C-130429	140219-BE-R-12-20C	\$1,963.68	\$0.00	X	X	\$1,963.68	\$196.37	\$58.91	\$2,218.96	\$414,631.00	Riverside	2023
Craig Lair, Yolanda Lair	3618 Gary Pl Riverside 92501	206-182-011	RWR66194C-130712	140219-BE-R-12-20C	\$2,245.98	\$1,122.99		X	\$1,122.99	\$112.30	\$33.69	\$1,268.98	\$171,592.00	Riverside	2023
Alina Morse, Harold Edgar	16717 Weeping Willow Dr Riverside 92503	269-361-009	RWR73272C-130513	140219-BE-R-12-20C	\$4,282.50	\$0.00	X	X	\$4,282.50	\$428.25	\$128.48	\$4,839.23	\$565,863.00	Riverside	2023
Frank Estrella	14646 Antilles Dr Moreno Valley 92553	484-194-009	RWR61764C-130820	140219-BE-R-12-20C	\$1,987.20	\$993.60		X	\$993.60	\$99.36	\$29.81	\$1,122.77	\$170,352.00	Riverside	2023
Charlotte Madrid	8628 Running Gait Riverside 92509	165-080-019	RWR53612A-131105	140221-CA-PB-R-10B	\$1,987.02	\$534.51		X	\$534.51	\$53.45	\$16.04	\$604.00	\$250,740.00	Riverside	2023
Beverly Anderson	28750 Sneed Dr Sun City 92586	337-374-002	RWR48216N-140131	140307-CA-PB-R-10B	\$4,444.14	\$0.00	X	X	\$4,444.14	\$444.41	\$133.32	\$5,021.87	\$195,283.00	Riverside	2023
Raymond Fierro, Rosy Fierro	5851 Samantha Pl Riverside 92509	179-031-010	RWR52240C-131126	140404-CA-PB-R-15B	\$3,806.30	\$0.00	X	X	\$3,806.30	\$380.63	\$114.19	\$4,301.12	\$86,064.00	Riverside	2023
Rose Marie Burrowes	16421 Wagon Wheel Dr Riverside 92506	245-460-013	RWR46217C-140221	140404-CA-PB-R-20B	\$814.40	\$0.00	X	X	\$814.40	\$81.44	\$24.43	\$920.27	\$126,724.00	Riverside	2023
Young Lee	37840 Via Majorca Murrieta 92562	928-270-004	RWR46151A-140221	140411-CA-PB-R-15B	\$14,717.70	\$7,358.85		X	\$7,358.85	\$735.89	\$220.77	\$8,315.51	\$1,242,777.00	Riverside	2023
Maria Calvert	5339 Paloma Rd Riverside 92509	178-113-026	RWR41321N-140403	140502-CA-PB-R-15B	\$2,533.48	\$0.00	X	X	\$2,533.48	\$253.35	\$76.00	\$2,862.83	\$17,724.00	Riverside	2023
Rebecca Pinhero	4237 4th St Riverside 92501	214-111-015	RWR42221N-140326	140516-CA-PB-R-20B	\$2,522.24	\$0.00	X	X	\$2,522.24	\$252.22	\$75.67	\$2,850.13	\$166,530.00	Riverside	2023
Arcel Manning	25684 Shalu Ave Moreno Valley 92557	474-652-003	RWR52472C-131123	140523-CA-PB-R-20B	\$3,773.76	\$1,886.88		X	\$1,886.88	\$188.69	\$56.61	\$2,132.18	\$203,695.00	Riverside	2023
James Grace, Theresa Grace	9305 Sunridge Dr Riverside 92508	266-460-039	RWR46055C-140222	140530-CA-PB-R-20B	\$1,937.82	\$0.00	X	X	\$1,937.82	\$193.78	\$58.13	\$2,189.73	\$290,469.00	Riverside	2023
Adrian Gutierrez	7314 Evans St Riverside 92504	230-302-002	RWR45470N-140227	140606-CA-PB-R-20B	\$3,458.70	\$0.00	X	X	\$3,458.70	\$345.87	\$103.76	\$3,908.33	\$66,034.00	Riverside	2023
John Wilkins, Katrina Wilkins	39580 Garin DR Murrieta 92562	948-053-005	RWR28226N-140726	150406-BE-R-02-10	\$2,165.46	\$1,082.73		X	\$1,082.73	\$108.27	\$32.48	\$1,223.48	\$202,875.00	Riverside	2023
Arvin Raxter	21691 Wagon Rim Ct Wildomar 92595	366-380-011	RWR19004C-141006	150406-BE-R-03-15	\$3,403.76	\$0.00	X	X	\$3,403.76	\$340.38	\$102.11	\$3,846.25	\$232,322.00	Riverside	2023
Elizabeth Kraemer	620 Parkview Dr Lake Elsinore 92530	379-342-088	RWR25094C-140818	150406-BE-R-03-15	\$1,449.08	\$0.00	X	X	\$1,449.08	\$144.91	\$43.47	\$1,637.46	\$138,614.00	Riverside	2023
Sheila Risinger	23127 Spring Meadow Dr Murrieta 92562	904-451-011	RWR12428N-141219	150406-BE-R-03-15	\$2,980.88	\$0.00	X	X	\$2,980.88	\$298.09	\$89.43	\$3,368.40	\$283,699.00	Riverside	2023
Martha Cervantes, Terry Cervantes	932 E Francis St Corona 92879	111-183-007	RWR11033N-150113	150406-BE-R-04-20	\$2,009.44	\$1,004.72		X	\$1,004.72	\$100.47	\$30.14	\$1,135.33	\$37,505.00	Riverside	2023
Grace Geaga	13421 Shady Knoll Dr Eastvale 92880	164-291-012	RWR39923N-140416	150406-BE-R-04-20	\$3,976.58	\$0.00	X	X	\$3,976.58	\$397.66	\$119.30	\$4,493.54	\$505,915.00	Riverside	2023
Guadalupe Corrales	9623 Birmingham Ave Riverside 92509	167-301-005	RWR24734C-140821	150406-BE-R-04-20	\$1,783.72	\$891.86		X	\$891.86	\$89.19	\$26.76	\$1,007.81	\$324,298.00	Riverside	2023
Lindbergh Hale	5440 Peacock Ln Riverside 92505	168-203-010	RWR39893A-140416	150406-BE-R-04-20	\$843.28	\$421.64		X	\$421.64	\$42.16	\$12.65	\$476.45	\$103,822.00	Riverside	2023
Charles Murray	28280 Joan Dunn Ln Murrieta 92563	384-240-013	RWR46940P-140214	150406-BE-R-04-20	\$3,053.22	\$0.00	X	X	\$3,053.22	\$305.32	\$91.60	\$3,450.14	\$242,478.00	Riverside	2023
Frank Ngo	40661 Symeron Way Murrieta 92562	949-163-007	RWR17498C-141021	150406-BE-R-04-20	\$2,359.30	\$1,179.65		X	\$1,179.65	\$117.97	\$35.39	\$1,333.01	\$359,359.00	Riverside	2023
James Wallace, Savannah Wallace	44972 Marge Pl Temecula 92592	960-241-002	RWR24584C-140822	150406-BE-R-04-20	\$3,196.94	\$0.00	X	X	\$3,196.94	\$319.69	\$95.91	\$3,612.54	\$224,380.00	Riverside	2023
Maricela Morates	32157 Michelle Dr Lake Elsinore 92530	379-445-006	RWR3183C-150409	150713-BE-WR-R-03-10C	\$2,020.76	\$1,010.38		X	\$1,010.38	\$101.04	\$30.31	\$1,141.73	\$217,119.00	Riverside	2023
Debbie Sanchez	4741 Foxborough Ct Riverside 92509	167-343-012	RWR4686N-150324	150713-BE-WR-R-05-15C	\$1,633.60	\$0.00	X	X	\$1,633.60	\$163.36	\$49.01	\$1,845.97	\$194,875.00	Riverside	2023
Jose Ayala, Lirda Ayala	23870 Lodge Dr Canyon Lake 92587	350-244-038	RWR3192N-150409	150713-BE-WR-R-05-15C	\$1,878.14	\$0.00	X	X	\$1,878.14	\$187.81	\$56.34	\$2,122.29	\$106,033.00	Riverside	2023
Estella Cervates	85403 Valencia Ln Coachella 92236	778-300-024	RER95132N-150423	150713-BE-WR-R-05-15C	\$745.08	\$0.00	X	X	\$745.08	\$74.51	\$22.35	\$841.94	\$111,473.00	Riverside	2023
Jacqueline Hernandez	24810 Eugena Ave Moreno Valley 92553	482-201-005	RWR10916N-150114	150713-BE-WR-R-06-15B	\$2,996.50	\$0.00	X	X	\$2,996.50	\$299.65	\$89.90	\$3,386.05	\$64,427.00	Riverside	2023
Larry Jennings, Mary Jennings	15585 Nueces Ct Moreno Valley 92551	486-385-012	RWR6815N-150228	150713-BE-WR-R-07-20C	\$2,461.54	\$1,230.77		X	\$1,230.77	\$123.08	\$36.92	\$1,390.77	\$179,885.00	Riverside	2023
Romeo Mata, Socorro Mata	51911 Calle Torres Orduño Coachella 92236	768-242-008	RER94955N-150513	150713-BE-WR-R-07-20C	\$1,396.50	\$0.00	X	X	\$1,396.50	\$139.65	\$41.90	\$1,578.05	\$114,649.00	Riverside	2023
Susana Madrigal	3914 Grant St Corona 92879	115-273-026	RWR13805N-141201	150713-BE-WR-R-08-20B	\$5,686.16	\$0.00	X	X	\$5,686.16	\$568.62	\$170.58	\$6,425.36	\$284,055.00	Riverside	2023
Arturo Viveros	24652 Huntley Dr Moreno Valley 92557	475-352-024	RWR124N-150224	150713-BE-WR-R-08-20B	\$2,427.62	\$0.00	X	X	\$2,427.62	\$242.76	\$72.83	\$2,743.21	\$423,577.00	Riverside	2023
Manuel Hurtado, Ricardo Hurtado	150 N Buena Vista Ave Corona 92882	118-260-009	RWR93575A-150612	151022-BE-WR-R-05-15C	\$2,647.80	\$0.00	X	X	\$2,647.80	\$264.78	\$79.43	\$2,992.01	\$34,992.00	Riverside	2023
Janet Hewey	10345 Victoria Ave Riverside 92503	138-260-011	RWR95549N-150511	151022-BE-WR-R-05-15C	\$2,032.16	\$0.00	X	X	\$2,032.16	\$203.22	\$60.96	\$2,296.34	\$372,703.00	Riverside	2023
Beatrice Carrasco, Sylvia Carrasco	25938 Fore Dr Hemet 92544	549-102-019	RWR89015N-150814	151022-BE-WR-R-05-15C	\$1,799.14	\$0.00	X	X	\$1,799.14	\$179.91	\$53.97	\$2,033.02	\$153,800.00	Riverside	2023
Dionne Camacho	64421 Diegel Ct Desert Hot Springs 92240	661-072-017	RER94532N-150613	151022-BE-WR-R-05-15C	\$2,087.78	\$1,043.89		X	\$1,043.89	\$104.39	\$31.32	\$1,179.60	\$267,340.00	Riverside	2023
Susan LeDuc	4175 Rees St Riverside 92504	227-112-013	RWR4671N-150324	151022-BE-WR-R-07-20C	\$2,550.00	\$0.00	X	X	\$2,550.00	\$255.00	\$76.50	\$2,881.50	\$119,675.00	Riverside	2023
Cheryl Gray, Lewis Gray	951 Indiangrass Dr Hemet 92545	444-451-002	RWR3366N-150407	151022-BE-WR-R-07-20C	\$4,108.96	\$0.00	X	X	\$4,108.96	\$410.90	\$123.27	\$4,643.13	\$321,827.00	Riverside	2023
Edmundo Valencia	21575 High St Perris 92570	318-270-078	RWR94377N-150531	160114-BE-WR-R-03-15C	\$1,277.70	\$0.00	X	X	\$1,277.70	\$127.77	\$38.33	\$1,443.80	\$100,949.00	Riverside	2023
Irene Bilous, Mykola Bilous	65774 5th St Desert Hot Springs 92240	664-181-033	RER92960N-150826	160114-BE-WR-R-03-15C	\$1,592.72	\$796.36		X	\$796.36	\$79.64	\$23.89	\$899.89	\$105,441.00	Riverside	2023
Evalina Ortega, Richard Espinoza	38925 Newberry St Cherry Valley 92223	407-360-019	RWR92137N-150630	160114-BE-WR-R-04-20C	\$2,891.48	\$1,445.74		X	\$1,445.74	\$144.57	\$43.37	\$1,633.68	\$505,591.00	Riverside	2023
Sheila Cabral	30400 Lakeview Ave Nuevo 92567	426-450-015	RWR87043N-150909	160114-BE-WR-R-04-20C	\$5,103.78	\$0.00	X	X	\$5,103.78	\$510.38	\$153.11	\$5,767.27	\$347,092.00	Riverside	2023
Brian Swanson, Laree Swanson	263 Galiceno Dr San Jacinto 92582	436-334-001	CA065103942	160506-CA-RA-R-15C	\$2,025.90	\$0.00	X	X	\$2,025.90	\$202.59	\$60.78	\$2,289.27	\$156,313.00	Riverside	2023
Jocelyn Seigler, Steven Seigler	1230 Quivero Cir Corona 92879	123-340-005	RWR81503NB-151208	160512-BE-CA-RA2-R-07-15C	\$3,384.45	\$0.00	X	X	\$3,384.45	\$338.45	\$101.53	\$3,824.43	\$388,933.00	Riverside	2023
Charlotte Madrid	8628 Running Gait Riverside 92509	165-080-019	RWR80375A-160105	160512-BE-CA-RA2-R-07-15C	\$1,577.82	\$788.91		X	\$788.91	\$78.89	\$23.67	\$891.47	\$250,740.00	Riverside	2023
Raul Diaz, Yekaterina Pavlova	42107 Paseo Rayo Del Sol Temecula 92591	921-413-016	RWR84505N-151016	160512-BE-CA-RA2-R-07-15C	\$1,945.98	\$0.00	X	X	\$1,945.98	\$194.60	\$58.38	\$2,198.96	\$229,121.00	Riverside	2023
Lawrence Sebald, Victoria Sebald	3720 Jurupa Ave Riverside 92506	225-071-001	RWR79119N-160128	160512-BE-CA-RA2-R-08-20C	\$913.06	\$456.53		X	\$456.53	\$45.65	\$13.70	\$515.88	\$177,560.00	Riverside	2023
Donna McCarty	39450 Avenida Bizaro Murrieta 92562	930-260-005	RWR78965N-160201	160512-BE-CA-RA2-R-08-20C	\$1,925.28	\$962.64		X	\$962.64	\$96.26	\$28.88	\$1,087.78	\$690,048.00	Riverside	2023
Jocelyn Seigler, Steven Seigler	1230 Quivero Cir Corona 92879	123-340-005	RWR81503N-151208	160512-BE-CA-RA-R-03-15C	\$5,599.07	\$0.00	X	X	\$5,599.07	\$559.91	\$167.97	\$6,326.95	\$388,933.00	Riverside	2023
Sonia Cervantes, Teodoro Cervantes	26272 Amen St Hemet 92544	552-420-006	RWR86129N-150922	160512-BE-CA-RA-R-04-20C	\$3,922.40	\$1,961.20		X	\$1,961.20	\$196.12	\$58.84	\$2,216.16	\$415,915.00	Riverside	2023
Kimberly Escamilla	1073 S Hewitt St San Jacinto 92583	437-281-036	RWR77025A-160303	160513-CA-RA2-R-20C	\$1,216.68	\$0.00	X	X	\$1,216.68	\$121.67	\$36.50	\$1,374.85	\$202,148.00	Riverside	2023
Alicia Cendejas, Gabriel Cendejas	2168 1st St Norco 92860	122-030-014	CA065106171	160708-CA-RA-R-10C	\$3,490.54	\$0.00	X	X	\$3,490.54	\$349.05	\$104.72	\$3,944.31	\$206,617.00	Riverside	2023
Franklin Tarnoski	38029 Murrieta Creek Dr Murrieta 92562	904-620-004	CA065106351	160722-CA-RA-R-20C	\$3,173.30	\$0.00	X	X	\$3,173.30	\$317.33	\$95.20	\$3,585.83	\$672,752.00	Riverside	2023
Galindo Garcia, Maria Garcia	81616 De Oro Ave Indio 92201	608-203-029	CA065108381	160812-CA-RA-R-10C	\$2,913.70	\$0.00	X	X	\$2,913.70	\$291.37	\$87.41	\$3,292.48	\$170,362.00	Riverside	2023
Franklin Tarnoski	38029 Murrieta Creek Dr Murrieta 92562	904-620-004	CA065107676	160812-CA-RA-R-15C	\$693.16	\$0.00	X	X	\$693.16	\$69.32	\$20.79	\$783.27	\$672,752.00	Riverside	2023
Linda Jackson	38032 Mulligan Dr Beaumont 92223	400-120-065	CA065107729	160826-CA-RA2-R-20C	\$4,571.94	\$0.00	X	X	\$4,571.94	\$457.19	\$137.16	\$5,166.29	\$382,924.00	Riverside	2023
Fran Cox, Richard Cox	26431 Cherry Hills BLVD Sun City 92586	337-182-007	CA065108380	160909-CA-RA-R-10C	\$1,545.88	\$0.00	X	X	\$1,545.88	\$154.59	\$46.38	\$1,746.85	\$129,597.00	Riverside	2023

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value	County [5]	Year Assessed [1]
							1st	2nd							
Wayne Bratlien	40636 Via Jalapa Murrieta 92562	947-530-056	CA065114312	170310-CA-RA3-R-10C	\$1,080.22	\$540.11		X	\$540.11	\$54.01	\$16.20	\$610.32	\$274,964.00	Riverside	2023
Francisca Vasquez, Juan Lopez	31570 Avenida La Paloma Cathedral City 92234	678-222-023	CA065111505	170317-CA-RA3-R-20C	\$2,157.50	\$0.00	X	X	\$2,157.50	\$215.75	\$64.73	\$2,437.98	\$171,666.00	Riverside	2023
Christian Hernandez, Raquel Tafoya	23236 Norrisgrove Ave Perris CA 92570	317-321-008	CA065115611	170421-CA-RA-HPR-R-15C	\$1,467.40	\$0.00	X	X	\$1,467.40	\$146.74	\$44.02	\$1,658.16	\$175,833.00	Riverside	2023
Betty Hayner, John Hayner	21136 Denise Ct Wildomar CA 92595	368-262-009	CA065112944	170616-CA-RA2-HPRCA3-R-25C	\$2,630.08	\$0.00	X	X	\$2,630.08	\$263.01	\$78.90	\$2,971.99	\$177,714.00	Riverside	2023
Barbara Markle	42502 Virginia Ave Palm Desert CA 92211	634-110-058	CA065116324	170629-CA-RA3-HPRCA2-R-15C	\$929.22	\$464.61		X	\$464.61	\$46.46	\$13.94	\$525.01	\$270,543.00	Riverside	2023
Patricia Sirvio	79429 Paseo Del Rey La Quinta CA 92253	604-440-004	CA065118999	170629-CA-RA3-HPR-R-10C	\$2,274.15	\$0.00	X	X	\$2,274.15	\$227.42	\$68.22	\$2,569.79	\$472,462.00	Riverside	2023
Josh Ackerman, Shannon Ackerman	68460 Hacienda Ave Desert Hot Springs CA 92240	644-162-003	CA065114243	170629-CA-RA3-HPR-R-25C	\$2,737.72	\$0.00	X	X	\$2,737.72	\$273.77	\$82.13	\$3,093.62	\$206,368.00	Riverside	2023
Randy Pryor, Tracy Pryor	80460 Moonshadow Dr Indio CA 92201	600-111-003	CA065119628	170714-CA-RA3-HPRCA2-R-15C	\$2,699.22	\$0.00	X	X	\$2,699.22	\$269.92	\$80.98	\$3,050.12	\$209,963.00	Riverside	2023
Lisa Fielding-Lopez	1117 Golden Tree Ct C Corona CA 92879	111-373-047	CA065119325	170728-CA-RA3-HPRCA2-R-15C	\$1,103.90	\$551.95		X	\$551.95	\$55.20	\$16.56	\$623.71	\$142,088.00	Riverside	2023
Sharron Dunn, William Dunn	1767 Long Dr Beaumont CA 92223	400-420-008	CA065120033	170922-CA-RA-HPR-R-25C	\$3,448.28	\$1,724.14		X	\$1,724.14	\$172.41	\$51.72	\$1,948.27	\$369,789.00	Riverside	2023
Patricia Sirvio	79429 Paseo Del Rey La Quinta CA 92253	604-440-004	CA065122285	170929-CA-RA-HPR-R-10C	\$2,094.89	\$0.00	X	X	\$2,094.89	\$209.49	\$62.85	\$2,367.23	\$472,462.00	Riverside	2023
Jeffrey Gutierrez, Jessica Longet	309 Country Club Blvd Lake Elsinore CA 92530	373-135-035	CA065118163	170929-CA-RA-HPR-R-15C	\$1,418.59	\$0.00	X	X	\$1,418.59	\$141.86	\$42.56	\$1,603.01	\$273,074.00	Riverside	2023
Evelia Sanchez	67209 Mission DR Cathedral City CA 92234	677-383-016	CA065117212	171006-CA-RA-HPR-R-20C	\$1,842.50	\$0.00	X	X	\$1,842.50	\$184.25	\$55.28	\$2,082.03	\$72,606.00	Riverside	2023
Bety Adragna	15026 Le Gaye St Lake Elsinore CA 92530	379-140-082	CA065122387	171103-CA-RA-HPR-R-25C	\$6,185.78	\$0.00	X	X	\$6,185.78	\$618.58	\$185.57	\$6,989.93	\$377,537.00	Riverside	2023
Irene Mueller	11398 Trust WAY Moreno Valley CA 92555	473-150-091	CA065118942	171117-CA-RA-HPR-R-25C	\$9,161.46	\$0.00	X	X	\$9,161.46	\$916.15	\$274.84	\$10,352.45	\$741,815.00	Riverside	2023
Karyn Johnson-Dorsey	1509 Ransom Rd Riverside CA 92506	252-113-009	CA065123322	171208-CA-RA-HPR-R-15C	\$1,180.62	\$0.00	X	X	\$1,180.62	\$118.06	\$35.42	\$1,334.10	\$568,692.00	Riverside	2023
Derrick Richardson, George Morgan, Amber Morgan	32331 Rock Rose Dr Lake Elsinore CA 92532	363-722-002	CA065121700	171208-CA-RA-HPR-R-25C	\$4,237.28	\$0.00	X	X	\$4,237.28	\$423.73	\$127.12	\$4,788.13	\$423,783.00	Riverside	2023
James Cornell, Nancy Cornell	46205 Sacatan CIR Indian Wells CA 92210	623-291-003	CA065117401	171221-CA-HLP-LEF-HPR-R-25A	\$3,802.72	\$1,901.36		X	\$1,901.36	\$190.14	\$57.04	\$2,148.54	\$904,838.00	Riverside	2023
Alvin Wiese, Patricia Wiese	45451 Cielito DR Indian Wells CA 92210	633-502-002	CA065118795	171221-CA-HLP-LEF-HPR-R-25A	\$3,248.84	\$0.00	X	X	\$3,248.84	\$324.88	\$97.47	\$3,671.19	\$1,020,000.00	Riverside	2023
Sandy Loeb	29775 Alicante Dr Romoland CA 92585	327-420-003	CA065122591	171222-CA-RA-HPR-R-25C	\$4,182.72	\$2,091.36		X	\$2,091.36	\$209.14	\$62.74	\$2,363.24	\$209,659.00	Riverside	2023
James Holston, Travis Holston, Terry Holston	26065 Musick RD Menifee CA 92584	360-160-010	CA065121647	180119-CA-RA-HPR-R-25C	\$4,144.88	\$2,222.44		X	\$2,222.44	\$222.24	\$66.67	\$2,511.35	\$250,546.00	Riverside	2023
Jo Ann Roettgen	25497 Chicago Ave Hemet CA 92544	549-070-022	CA065124362	180126-CA-RA3-HPR-R-15CD	\$1,649.82	\$0.00	X	X	\$1,649.82	\$164.98	\$49.49	\$1,864.29	\$223,872.00	Riverside	2023
Ruben Perez, Maria Perez	20973 Myron St Perris CA 92570	319-161-012	CA065124494	180202-CA-RA-HPR-R-10CD	\$2,449.26	\$0.00	X	X	\$2,449.26	\$244.93	\$73.48	\$2,767.67	\$103,538.00	Riverside	2023
Melissa Leahy, Vickie Rodriguez	33220 Schaper ST Lake Elsinore CA 92530	382-034-008	CA065124508	180202-CA-RA-HPR-R-15CD	\$2,141.62	\$0.00	X	X	\$2,141.62	\$214.16	\$64.25	\$2,420.03	\$182,619.00	Riverside	2023
Darcy Levesque	1106 S Driftwood Rd Palm Springs CA 92264	508-393-010	CA065124273	180202-CA-RA-HPR-R-25CD	\$5,062.86	\$0.00	X	X	\$5,062.86	\$506.29	\$151.89	\$5,721.04	\$843,273.00	Riverside	2023
Karyn Johnson-Dorsey	1509 Ransom Rd Riverside CA 92506	252-113-009	CA065123371	180216-CA-RA-HPR-R-15CD	\$1,853.18	\$0.00	X	X	\$1,853.18	\$185.32	\$55.60	\$2,094.10	\$568,692.00	Riverside	2023
David Vanvoorhis, Linda Vanvoorhis	3895 Roblyn St Riverside CA 92504	193-303-023	CA065124465	180309-CA-RA-HPR-R-25CD	\$2,124.38	\$0.00	X	X	\$2,124.38	\$212.44	\$63.73	\$2,400.55	\$158,566.00	Riverside	2023
Ezequiel Avalos, Nancy Pulido	7688 Hillside ST Corona CA 92881	277-042-022	CA065124827	180413-CA-RA-HPR-R-10CDE	\$1,922.04	\$961.02		X	\$961.02	\$96.10	\$28.83	\$1,085.95	\$216,183.00	Riverside	2023
Eluterio Torres	11355 Hubbard St Moreno Valley CA 92557	475-080-008	CA065124135	180427-CA-RA-HPR-R-25CDE	\$5,302.16	\$0.00	X	X	\$5,302.16	\$530.22	\$159.06	\$5,991.44	\$270,900.00	Riverside	2023
Richard Slater, Margaret Slater	29967 GULF STREAM DR Canyon Lake CA 92587	351-184-011	CA065126342	180622-CA-RA-HPR-R-25CDE	\$3,352.38	\$0.00	X	X	\$3,352.38	\$335.24	\$100.57	\$3,788.19	\$279,139.00	Riverside	2023
Sham Lal	341 MARIPOSA TRL Blythe CA 92225	842-142-003	CA065126325	180727-CA-RA-HPR-R-15DE	\$2,658.82	\$1,329.41		X	\$1,329.41	\$132.94	\$39.88	\$1,502.23	\$334,796.00	Riverside	2023
William Barthold	904 MONTCLAIR DR Banning CA 92220	535-213-032	CA065126887	180921-CA-RA-HPR-R-25DE	\$3,102.56	\$0.00	X	X	\$3,102.56	\$310.26	\$93.08	\$3,505.90	\$94,233.00	Riverside	2023
Ann Bitzko	24268 ROBIE CT Moreno Valley CA 92551	485-182-037	CA065128349	190111-CA-RA-HPR-R-15EF	\$1,930.36	\$965.18		X	\$965.18	\$96.52	\$28.96	\$1,090.66	\$102,433.00	Riverside	2023
Maria Munoz, Enrique Munoz	31251 LAS FLORES WAY Thousand Palms CA 92276	650-152-011	CA065128365	190118-CA-RA-HPR-R-25EF	\$3,358.18	\$1,679.09		X	\$1,679.09	\$167.91	\$50.37	\$1,897.37	\$123,530.00	Riverside	2023
Manuel Barbosa, Enriqueta Barbosa	11104 SPAULDING RD RIVERSIDE CA 92505	142-341-002	CA065130514	200714-CA-RA-HPR-R-10FG	\$1,425.94	\$712.97		X	\$712.97	\$71.30	\$21.39	\$805.66	\$220,761.00	Riverside	2023
Larry Wyatt	16721 LEIANA CT RIVERSIDE CA 92503	140-250-007	CA065130553	200814-CA-RA-HPR-R-15FG	\$1,543.74	\$771.87		X	\$771.87	\$77.19	\$23.16	\$872.22	\$417,427.00	Riverside	2023
Jesus Garcia, Reyna Garcia	24685 SUNNYRIDGE DR MORENO VALLEY CA 92557	475-351-005	CA065130794	200911-CA-RA-HPR-R-15FG	\$1,931.42	\$0.00	X	X	\$1,931.42	\$193.14	\$57.94	\$2,182.50	\$251,944.00	Riverside	2023
Fredy Rivera, Patricia Rivera	26761 Jade Tree Ter Moreno Valley CA 92555	487-561-039	CA065130976	201130-CA-RA-HPR-R-10G	\$4,110.34	\$2,055.17		X	\$2,055.17	\$205.52	\$61.66	\$2,322.35	\$522,747.00	Riverside	2023
Mildred Jackson	8400 Tawny Ct Sacramento 95828	115-1000-016-0000	CA067102158	160708-CA-RA-R-15C	\$1,627.32	\$813.66		X	\$813.66	\$81.37	\$24.41	\$919.44	\$232,855.00	Sacramento [5]	2023
Rosevenia Bradley	5635 48th Ave Sacramento 95823	039-0122-019-0000	CA067102227	160722-CA-RA-R-15C	\$2,094.76	\$1,047.38		X	\$1,047.38	\$104.74	\$31.42	\$1,183.54	\$55,899.00	Sacramento [5]	2023
Jennifer Albito, Samuel Albito, Trinidad Albito	8621 Festival DR Elk Grove 95624	115-1830-083-0000	CA067102460	160812-CA-RA-R-15C	\$2,289.10	\$1,144.55		X	\$1,144.55	\$114.46	\$34.34	\$1,293.35	\$532,304.00	Sacramento [5]	2023
Barbara Hardiman, Eric Hardiman	7513 Lakehurst CT Citrus Heights 95621	204-0393-016-0000	CA067103019	160930-CA-RA-R-15C	\$2,144.20	\$1,072.10		X	\$1,072.10	\$107.21	\$32.16	\$1,211.47	\$247,425.00	Sacramento [5]	2023
Jeanie Langley	14649 Guadalupe Dr Rancho Murieta CA 95683	073-0510-025-0000	CA067103104	170414-CA-RA3-HPR-R-20C	\$1,682.54	\$841.27		X	\$841.27	\$84.13	\$25.24	\$950.64	\$861,091.00	Sacramento [5]	2023
Doris McKernon	4522 Rustic Rd Carmichael CA 95608	247-0034-003-0000	CA067105468	170629-CA-RA3-HPRCA4-R-15C	\$1,976.36	\$0.00	X	X	\$1,976.36	\$197.64	\$59.29	\$2,233.29	\$119,543.00	Sacramento [5]	2023
Rhonda Werner	10591 Olson Dr Rancho Cordova CA 95670	072-0161-012-0000	CA067106665	180302-CA-RA-HPR-R-25CD	\$1,477.00	\$738.50		X	\$738.50	\$73.85	\$22.16	\$834.51	\$108,128.00	Sacramento [5]	2023
Ramona Hankins, Printess Johnson	8572 GERMAN DR Sacramento CA 95828	065-0180-016-0000	CA067108717	190111-CA-RA-HPR-R-20EF	\$2,015.11	\$0.00	X	X	\$2,015.11	\$201.51	\$60.45	\$2,277.07	\$288,215.00	Sacramento [5]	2023
Ramona Hankins, Printess Johnson	8572 GERMAN DR Sacramento CA 95828	065-0180-016-0000	CA067108756	190111-CA-RA-HPR-R-25EF	\$779.40	\$0.00	X	X	\$779.40	\$77.94	\$23.38	\$880.72	\$288,215.00	Sacramento [5]	2023
Ramona Hankins, Printess Johnson	8572 GERMAN DR Sacramento CA 95828	065-0180-016-0000	CA067108786	190322-CA-RA-HPR-R-25EF	\$1,110.91	\$0.00	X	X	\$1,110.91	\$110.09	\$33.33	\$1,255.33	\$288,215.00	Sacramento [5]	2023
Sharon Watson-Wehrli	11185 QUEBEC RIVER CT RANCHO CORDOVA CA 95670	056-0350-011-0000	CA067109435	200714-CA-RA-HPR-R-15FG	\$1,141.28	\$570.64		X	\$570.64	\$57.06	\$17.12	\$644.82	\$389,767.00	Sacramento [5]	2023
Brian Bargabus	3501 Roselle St Oceanside 92056	166-702-01-00	RSD90392N-140717	150406-BE-R-03-15	\$2,631.84	\$0.00	X	X	\$2,631.84	\$263.18	\$78.96	\$2,973.98	\$580,286.00	San Diego	2024
Fortunato Yambao, Janet Yambao	14232 Merion Cir Valley Center 92082	189-330-08-00	RSD86654C-140820	150406-BE-R-04-20	\$5,576.32	\$2,788.16		X	\$2,788.16	\$278.82	\$83.64	\$3,150.62	\$673,013.00	San Diego	2024
John Park, Penelope Park	13442 Piping Rock Ln El Cajon 92021	401-202-38-00	RSD82829C-140924	150406-BE-R-04-20	\$2,249.22	\$0.00	X	X	\$2,249.22	\$224.92	\$67.48	\$2,541.62	\$633,472.00	San Diego	2024
Liduvina Charfauros	1020 41st St San Diego 92102	541-392-07-00	RSD85913N-140828	150406-BE-R-04-20	\$2,795.45	\$0.00	X	X	\$2,795.45	\$279.55	\$83.86	\$3,158.86	\$414,930.00	San Diego	2024
Faisal Beg, Zeelan Beg	7160 Skyline Dr San Diego 92114	581-290-10-00	RSD92159C-140702	150406-BE-R-04-20	\$1,166.36	\$583.18		X	\$583.18	\$58.32	\$17.50	\$659.00	\$324,482.00	San Diego	2024
Najiba Kouza, Shamoon Kouza	651 Singing Vista Way El Cajon 92019	515-120-13-00	RSD65327C-150416	150713-BE-WR-R-03-10C	\$5,238.32	\$2,619.16		X	\$2,619.16	\$261.92	\$78.57	\$2,959.65	\$754,372.00	San Diego	2024
Cynthia Hancock	5947 Carnegie St San Diego 92122	670-222-08-00	RSD68924N-150311	150713-BE-WR-R-03-10C	\$1,845.14	\$0.00	X	X	\$1,845.14	\$184.51	\$55.35	\$2,085.00	\$95,522.00	San Diego	2024
Barbara Alto, Raymond Alto	620 Pitman St Escondido 92027	225-500-14-00	RSD74687N-141230	150713-BE-WR-R-08-20B	\$3,182.38	\$0.00	X	X	\$3,182.38	\$318.24	\$95.47	\$3,596.09	\$686,664.00	San Diego	2024
Carol Rodriguez, Joaquin Rodriguez	1120 Mullen Way Vista 92083	179-212-35-00	RSD57143N-150706	151022-BE-WR-R-03-10C	\$3,122.44	\$1,561.22		X	\$1,561.22	\$156.12	\$46.84	\$1,764.18	\$233,071.00	San Diego	2024
Maria Souto	4504 Dawson Ave San Diego 92115	466-631-12-00	RSD59630N-150615	151022-BE-WR-R-03-10C	\$1,032.48	\$516.24		X	\$516.24	\$51.62	\$15.49	\$86,455.00	San Diego	2024	
Corrita Hughes	3185 L St San Diego 92102	545-302-13-00	RSD64004N-150430	151022-BE-WR-R-03-10C	\$3,765.50	\$0.00	X	X	\$3,765.50	\$376.55	\$				

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value	County [5]	Year Assessed [1]
							1st	2nd							
Linda Lutes	9221 Galston Dr Santee 92071	380-372-05-00	RSD44927P-151019	160512-BE-CA-RA2-R-08-20C	\$2,681.00	\$0.00	X	X	\$2,681.00	\$268.10	\$80.43	\$3,029.53	\$60,191.00	San Diego	2024
Marcia Stoddard	2039 Red Coach LN Encinitas 92024	257-200-01-16	RSD43895N-151030	160512-BE-CA-RA-R-02-10C	\$1,738.28	\$869.14	X	X	\$869.14	\$86.91	\$26.07	\$982.12	\$177,291.00	San Diego	2024
Amy Degroot, John Dagostino	5106 Crown St San Diego 92110	436-252-20-00	RSD37472N-160126	160512-BE-CA-RA-R-02-10C	\$4,151.02	\$0.00	X	X	\$4,151.02	\$415.10	\$124.53	\$4,690.65	\$100,735.00	San Diego	2024
David Gomes, Muriel Gomes	3432 Cherokee AVE San Diego CA 92104	447-703-13-00	RSD49232N-150911	160512-BE-CA-RA-R-02-10C	\$3,436.08	\$1,718.04	X	X	\$1,718.04	\$171.80	\$51.54	\$1,941.38	\$567,745.00	San Diego	2024
Alfredo Patron, Rosamelia Lopez	803 Corral Ct Bonita 91902	593-272-09-00	RSD41174N-151204	160512-BE-CA-RA-R-02-10C	\$2,540.48	\$0.00	X	X	\$2,540.48	\$254.05	\$76.21	\$2,870.74	\$1,108,056.00	San Diego	2024
Linda Stockdale	1243 Saxony Rd Encinitas 92024	254-353-14-00	RSD51149NB-150827	160512-BE-CA-RA-R-04-20C	\$5,771.63	\$0.00	X	X	\$5,771.63	\$577.16	\$173.15	\$6,521.94	\$599,079.00	San Diego	2024
Isabelle Dumont	9323 Darcy Ct Santee 92071	380-203-10-00	RSD44840A-151019	160512-BE-CA-RA-R-03-15C	\$3,195.02	\$1,597.51	X	X	\$1,597.51	\$159.75	\$47.93	\$1,805.19	\$86,917.00	San Diego	2024
Patricia Bryant	748 Bird Rock Ave La Jolla CA 92037	357-383-23-00	RSD32513C-151110	160512-BE-CA-RA-R-04-20C	\$986.89	\$0.00	X	X	\$986.89	\$98.69	\$29.61	\$1,115.19	\$1,795,200.00	San Diego	2024
Patricia Bryant	748 Bird Rock Ave La Jolla CA 92037	357-383-23-00	RSD43034C-151110	160512-BE-CA-RA-R-04-20C	\$4,624.66	\$0.00	X	X	\$4,624.66	\$462.47	\$138.74	\$5,225.87	\$1,795,200.00	San Diego	2024
Liduvina Charfauros	1020 41st St San Diego 92102	541-392-07-00	RSD42803C-151112	160512-BE-CA-RA-R-04-20C	\$1,692.27	\$0.00	X	X	\$1,692.27	\$169.23	\$50.77	\$1,912.27	\$414,930.00	San Diego	2024
Rocio Ramirez, Victor Ramirez	29733 Castleridge Rd Valley Center 92082	185-250-29-00	CA073106154	160513-CA-RA2-R-20C	\$3,258.76	\$0.00	X	X	\$3,258.76	\$325.88	\$97.76	\$3,682.40	\$458,758.00	San Diego	2024
Esperanza Castellanos	543 Sunnyside Ave San Diego 92114	583-162-04-00	CA073104829	160527-CA-RA-R-15C	\$1,895.78	\$0.00	X	X	\$1,895.78	\$189.58	\$56.87	\$2,142.23	\$404,646.00	San Diego	2024
Emma Francis	612 Aladdin LN El Cajon 92019	511-423-08-00	CA073105699	160527-CA-RA-R-20C	\$3,150.40	\$1,575.20	X	X	\$1,575.20	\$157.52	\$47.26	\$1,779.98	\$67,432.00	San Diego	2024
Marc Brown, Pamela Park-brown	1191 Neptune Dr Chula Vista 91911	620-203-02-00	CA073107170	160729-CA-RA-R-20C	\$3,242.08	\$0.00	X	X	\$3,242.08	\$324.21	\$97.26	\$3,663.55	\$377,845.00	San Diego	2024
Hye Oertly, Michael Oertly	1449 Sarasota Dr Borrego Springs 92004	200-241-02-00	CA073107627	160805-CA-RA2-R-20C	\$3,384.96	\$0.00	X	X	\$3,384.96	\$338.50	\$101.55	\$3,825.01	\$168,243.00	San Diego	2024
Dolores Arellano	3760 Acacia ST San Diego 92113	550-650-11-00	CA073108999	160819-CA-RA-R-10C	\$2,252.92	\$1,126.46	X	X	\$1,126.46	\$112.65	\$33.79	\$1,272.90	\$35,948.00	San Diego	2024
Patricia Bryant	748 Bird Rock Ave La Jolla CA 92037	357-383-23-00	CA073110196	160826-CA-RA2-R-15C	\$2,300.01	\$0.00	X	X	\$2,300.01	\$230.00	\$69.00	\$2,599.01	\$1,795,200.00	San Diego	2024
Alex Garcia, Carmela Balistreri-Garcia, Renzo Garcia	4878 Longford St San Diego 92117	361-581-07-00	CA073109047	160902-CA-RA-R-20C	\$1,853.46	\$0.00	X	X	\$1,853.46	\$185.35	\$55.60	\$2,094.41	\$476,866.00	San Diego	2024
Maria Wolf	10040 Scripps Vista WAY San Diego 92131	319-452-21-04	CA073109335	160916-CA-RA2-R-10C	\$2,588.78	\$1,294.39	X	X	\$1,294.39	\$129.44	\$38.83	\$1,462.66	\$215,146.00	San Diego	2024
Antonina Swarez	181 Theresa WAY Chula Vista 91911	575-481-13-00	CA073110746	160923-CA-RA-R-10C	\$2,230.58	\$1,115.29	X	X	\$1,115.29	\$111.53	\$33.46	\$1,260.28	\$482,486.00	San Diego	2024
Alonzo Lathan	4936 Euclid Ct San Diego 92105	477-710-37-00	CA073108042	160930-CA-RA-R-15C	\$4,334.90	\$2,167.45	X	X	\$2,167.45	\$216.75	\$65.02	\$2,449.22	\$95,977.00	San Diego	2024
Michael Zines, Nadine Zines	3319 Cabo CT Carlsbad 92009	223-240-13-00	CA073110099	170113-CA-RA2-R-15C	\$4,700.42	\$2,350.21	X	X	\$2,350.21	\$235.02	\$70.51	\$2,655.74	\$979,735.00	San Diego	2024
Alonzo Lathan	4936 Euclid Ct San Diego 92105	477-710-37-00	CA073113718	170120-CA-RA-R-15C	\$3,767.24	\$1,883.62	X	X	\$1,883.62	\$188.36	\$56.51	\$2,128.49	\$95,977.00	San Diego	2024
Shirley Wingo	2326 San Pasqual Valley Rd Escondido 92027	234-261-06-00	CA073112552	170210-CA-RA-R-25C	\$5,045.60	\$0.00	X	X	\$5,045.60	\$504.56	\$151.37	\$5,701.53	\$94,915.00	San Diego	2024
Cresencio Medrano	1243 Caren Rd Vista 92083	162-213-14-00	CA073115689	170317-CA-RA3-R-20C	\$3,276.86	\$1,638.43	X	X	\$1,638.43	\$163.84	\$49.15	\$1,851.42	\$56,108.00	San Diego	2024
Deborah Tabor, Sandra Zarins	6443 Estelle St San Diego CA 92115	467-633-06-00	CA073113384	170324-CA-RA3-R-25C	\$7,743.20	\$0.00	X	X	\$7,743.20	\$774.32	\$232.30	\$8,749.82	\$83,742.00	San Diego	2024
Santos Angulo	2005 Clearwater PI Chula Vista CA 91913	595-203-06-00	CA073114754	170331-CA-RA3-R-15C	\$1,899.52	\$949.76	X	X	\$949.76	\$94.98	\$28.49	\$1,073.23	\$303,527.00	San Diego	2024
Patricia Bryant	748 Bird Rock Ave La Jolla CA 92037	357-383-23-00	CA073117017	170512-CA-RA3-HPR-R-10C	\$1,117.55	\$0.00	X	X	\$1,117.55	\$111.76	\$33.53	\$1,262.84	\$1,795,200.00	San Diego	2024
Delia Perez, Lucio Perez	361 Montcalm St Chula Vista CA 91911	639-140-06-00	CA073114987	170602-CA-RA3-HPR-R-15C	\$4,018.74	\$0.00	X	X	\$4,018.74	\$401.87	\$120.56	\$4,541.17	\$97,401.00	San Diego	2024
Patricia Bryant	748 Bird Rock Ave La Jolla CA 92037	357-383-23-00	CA073117022	170616-CA-RA2-HPRCA4-R-20C	\$1,630.91	\$0.00	X	X	\$1,630.91	\$163.09	\$48.93	\$1,842.93	\$1,795,200.00	San Diego	2024
Heng Lee, Tso Ming Lee	2118 Twain Ave Carlsbad CA 92008	208-181-26-00	CA073117756	170714-CA-RA3-HPRCA4-R-20C	\$1,582.04	\$791.02	X	X	\$791.02	\$79.10	\$23.73	\$893.85	\$1,076,465.00	San Diego	2024
Maxine Taylor	636 Goetschl St San Diego CA 92114	549-532-32-00	CA073117780	170721-CA-RA3-HPR-R-10C	\$2,958.69	\$0.00	X	X	\$2,958.69	\$295.87	\$88.76	\$3,343.32	\$270,904.00	San Diego	2024
Richard Shrigley, Heidi Shrigley	7604 Romeria St Carlsbad 92009	223-120-21-00	CA073117501	170825-CA-RA-HPRCA4-R-20C	\$2,559.62	\$1,279.81	X	X	\$1,279.81	\$127.98	\$38.39	\$1,446.18	\$462,497.00	San Diego	2024
David Gomes, Muriel Gomes	3432 Cherokee AVE San Diego CA 92104	447-703-13-00	CA073117866	170929-CA-RA-HPR-R-15C	\$1,311.82	\$655.91	X	X	\$655.91	\$65.59	\$19.68	\$741.18	\$567,745.00	San Diego	2024
Jose Alvarez, Lucia Carrillo	159 Heritage St Oceanside CA 92058	160-400-14-00	CA073119661	170929-CA-RA-HPR-R-20C	\$4,644.06	\$0.00	X	X	\$4,644.06	\$464.41	\$139.32	\$5,247.79	\$155,504.00	San Diego	2024
Alex Carrillo	378 Elm Ave Imperial Beach CA 91932	625-293-14-00	CA073118101	171006-CA-RA-HPR-R-10C	\$2,970.88	\$1,485.44	X	X	\$1,485.44	\$148.54	\$44.56	\$1,678.54	\$472,180.00	San Diego	2024
Anthony Dwinell, Diana Dwinell	24312 Manzanita DR Descanso CA 91916	405-290-25-00	CA073119834	171006-CA-RA-HPR-R-15C	\$2,159.35	\$0.00	X	X	\$2,159.35	\$215.94	\$64.78	\$2,440.07	\$406,586.00	San Diego	2024
Maxine Taylor	636 Goetschl St San Diego CA 92114	549-532-32-00	CA073119061	171013-CA-RA-HPR-R-10C	\$1,362.65	\$0.00	X	X	\$1,362.65	\$136.27	\$40.88	\$1,539.80	\$270,904.00	San Diego	2024
Frank Ciurleo, Mary Ciurleo	11197 Susita Ct San Diego CA 92129	313-224-11-00	CA073118983	171027-CA-RA-HPR-R-15C	\$1,791.59	\$895.80	X	X	\$895.79	\$89.58	\$26.87	\$1,012.24	\$722,393.00	San Diego	2024
Dawn Rogers, Daniel Anderson	1035 Colorado Ave Chula Vista CA 91911	618-090-20-00	CA073119080	171103-CA-RA-HPR-R-20C	\$6,131.48	\$0.00	X	X	\$6,131.48	\$613.15	\$183.94	\$6,928.57	\$318,587.00	San Diego	2024
Michelle Davis	183 Vance St Chula Vista CA 91910	569-231-04-00	CA073120377	171117-CA-RA-HPR-R-25C	\$3,167.06	\$1,583.53	X	X	\$1,583.53	\$158.35	\$47.51	\$1,789.39	\$649,070.00	San Diego	2024
Anthony Dwinell, Diana Dwinell	24312 Manzanita DR Descanso CA 91916	405-290-25-00	CA073119676	171201-CA-RA-HPR-R-15C	\$4,676.13	\$0.00	X	X	\$4,676.13	\$467.61	\$140.28	\$5,284.02	\$406,586.00	San Diego	2024
Maria Anderson	532 Blue Bonnet CT National City CA 91950	669-210-09-00	CA073119602	180119-CA-RA-HPR-R-20C	\$3,836.58	\$0.00	X	X	\$3,836.58	\$383.66	\$115.10	\$4,335.34	\$70,779.00	San Diego	2024
Frank Ciurleo, Mary Ciurleo	11197 Susita Ct San Diego CA 92129	313-224-11-00	CA073121293	180126-CA-RA3-HPR-R-10CD	\$1,980.17	\$990.09	X	X	\$990.08	\$99.01	\$29.70	\$1,118.79	\$722,393.00	San Diego	2024
John Patizban	30811 Mesa Crest RD Valley Center CA 92082	129-080-49-00	CA073121272	180202-CA-RA-HPR-R-20CD	\$5,408.26	\$2,704.13	X	X	\$2,704.13	\$270.41	\$81.12	\$3,055.66	\$553,097.00	San Diego	2024
Hisami Tippi	9469 CARLTON OAKS DR Santee CA 92071	381-472-27-00	CA073122986	180921-CA-RA-HPR-R-05DE	\$3,672.12	\$0.00	X	X	\$3,672.12	\$367.21	\$110.16	\$4,149.49	\$80,802.00	San Diego	2024
David Castiglione, Adrienne Castiglione	691 CENTER STAGE GLN Escondido CA 92025	234-180-62-00	CA073123891	190111-CA-RA-HPR-R-15EF	\$3,532.72	\$1,766.36	X	X	\$1,766.36	\$176.64	\$52.99	\$1,995.99	\$991,691.00	San Diego	2024
Caridad Duran	2125 FOOTHILL DR Vista CA 92084	177-033-43-00	CA073123773	190322-CA-RA-HPR-R-25EF	\$3,753.35	\$0.00	X	X	\$3,753.35	\$375.34	\$112.60	\$4,241.29	\$770,436.00	San Diego	2024
Melissa Collins	421 S Euclid Ave San Diego CA 92114	548-411-01-00	CA073125003	191101-CA-RA-HPR-R-25F	\$3,000.00	\$0.00	X	X	\$3,000.00	\$300.00	\$90.00	\$3,390.00	\$104,874.00	San Diego	2024
Lirije Hoti, Liridon Hoti	12153 VIA ANTIGUA EL CAJON CA 92019	502-272-08-00	CA073125186	200110-CA-RA-HPR-R-15F	\$1,818.48	\$909.24	X	X	\$909.24	\$90.92	\$27.28	\$1,027.44	\$606,967.00	San Diego	2024
Demetrious Harmon	5562 LAS ALTURAS TER SAN DIEGO CA 92114	548-312-11-00	CA073125848	201130-CA-RA-HPR-R-10G	\$2,511.08	\$0.00	X	X	\$2,511.08	\$251.11	\$75.33	\$2,837.52	\$56,336.00	San Diego	2024
Jesus Garza	2031 Lane St San Francisco CA 94124	5386 /033	CA075106844	180309-CA-RA-HPR-R-20CD	\$2,585.38	\$0.00	X	X	\$2,585.38	\$258.54	\$77.56	\$2,921.48	\$290,580.00	San Francisco	2023
David Gibson, Gloria Gibson	482 Quail Run Cir Tracy 95377	248-330-190-000	RSJ95483N-141114	150406-BE-R-03-15	\$2,541.78	\$0.00	X	X	\$2,541.78	\$254.18	\$76.25	\$2,872.21	\$472,700.00	San Joaquin	2023
Frank Stanich	311 Duncan Ave Stockton 95207	081-300-410-000	RSJ94427C-150305	150713-BE-WR-R-07-20C	\$2,217.60	\$0.00	X	X	\$2,217.60	\$221.76	\$66.53	\$2,505.89	\$126,291.00	San Joaquin	2023
Dana Maynor	130 E Mount Diablo AVE Tracy 95376	235-310-340-000	RSJ91289N-150827	151022-BE-WR-R-03-10C	\$1,759.62	\$879.81	X	X	\$879.81	\$87.98	\$26.39	\$994.18	\$259,790.00	San Joaquin	2023
Benjamin Niedert	9 B St Tracy 95376	235-085-050-000	CA077104365	160512-BE-CA-RA2-R-06-10C	\$3,812.10	\$0.00	X	X	\$3,812.10	\$381.21	\$114.36	\$4,307.67	\$115,278.00	San Joaquin	2023
Gloria Corral, Manuel Corral	153 N Powers AVE Manteca 95336	223-250-370-000	CA077104515	160603-CA-RA2-R-10C	\$225.00	\$112.50	X	X	\$112.50	\$11.25	\$3.38	\$127.13	\$382,500.00	San Joaquin	2023
Frank Rojas, Rachel Rojas	804 Filbert St Stockton 95205	143-080-410-000	CA077104714	160617-CA-RA-R-15C	\$810.66	\$405.33	X	X	\$405.33	\$40.53	\$12.16	\$458.02	\$90,638.00	San Joaquin	2023
Jamal Mansour	2804 Hawkins Ct Tracy 95377	238-450-540-000	CA077104812	160909-CA-RA-R-10C	\$1,237.54	\$0.00	X	X	\$1,237.54	\$123.75	\$37.13	\$1,398.42	\$405,847.00	San Joaquin	2023
Wanda Hunt	1037 Wetherbee Ave Manteca 95337	241-055-130-000	CA077106100	161114-CA-RA-R-15C	\$998.34	\$499.17	X	X	\$						

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value	County [5]	Year Assessed [1]
							1st	2nd							
Angeles Paunon	8346 Neubourg Dr Stockton CA 95210	090-210-330-000	CA077109555	180126-CA-RA3-HPR-R-20CD	\$3,346.66	\$1,673.33		X	\$1,673.33	\$167.33	\$50.20	\$1,890.86	\$107,729.00	San Joaquin	2023
Henry Armento	847 Nottingham Dr Manteca CA 95336	216-030-060-000	CA077109875	180420-CA-RA-HPR-R-25CDE	\$1,270.54	\$0.00	X	X	\$1,270.54	\$127.05	\$38.12	\$1,435.71	\$179,227.00	San Joaquin	2023
Carolyn Dishman, Billy Dishman	223 S Locust AVE Ripon CA 95366	259-274-110-000	CA077109850	180504-CA-RA-HPR-R-25CED	\$2,053.78	\$1,026.89		X	\$1,026.89	\$102.69	\$30.81	\$1,160.39	\$282,776.00	San Joaquin	2023
Alberto Perales	911 Lloyd ST Lodi CA 95240	047-430-490-000	CA077109807	180525-CA-RA-HPR-R-15CDE	\$756.97	\$0.00	X	X	\$756.97	\$75.70	\$22.71	\$855.38	\$61,845.00	San Joaquin	2023
Alberto Perales	911 Lloyd ST Lodi CA 95240	047-430-490-000	CA077110095	180525-CA-RA-HPR-R-15CDE	\$1,114.75	\$0.00	X	X	\$1,114.75	\$111.48	\$33.44	\$1,259.67	\$61,845.00	San Joaquin	2023
Mary Miller	201 N Oro Ave Stockton CA 95215	143-340-170-000	CA077109241	180614-CA-HLP-LEF-HPR-R-25AB-1	\$1,166.66	\$583.33		X	\$583.33	\$58.33	\$17.50	\$659.16	\$103,910.00	San Joaquin	2023
Georgjanna Castro	10480 S Priest RD French Camp CA 95231	193-290-130-000	CA077109491	180713-CA-RA-HPR-R-20DCE	\$2,177.72	\$0.00	X	X	\$2,177.72	\$217.77	\$65.33	\$2,460.82	\$214,815.00	San Joaquin	2023
Ofelia Bautista	1509 W HAZELTON AVE Stockton CA 95203	145-170-050-000	CA077110686	180907-CA-RA-HPR-R-25DE	\$2,688.34	\$1,344.17		X	\$1,344.17	\$134.42	\$40.33	\$1,518.92	\$136,141.00	San Joaquin	2023
Imelda Valdivia	2942 WAUSA WAY STOCKTON CA 95206	179-350-600-000	CA077110831	181005-CA-RA-HPR-R-25E	\$1,132.08	\$566.04		X	\$566.04	\$56.60	\$16.98	\$639.62	\$271,037.00	San Joaquin	2023
Robert Gibson, Veronica Gibson	7120 SHARKON LN Stockton CA 95210	094-240-220-000	CA077110881	190125-CA-RA-HPR-R-25FE	\$1,963.46	\$981.73		X	\$981.73	\$98.17	\$29.45	\$1,109.35	\$223,624.00	San Joaquin	2023
Vicente Lopez, Maria De Haro	21 ARGILLITE AVE Lathrop CA 95330	196-710-270-000	CA077111487	190802-CA-RA-HPR-R-10EF	\$3,161.74	\$1,580.87		X	\$1,580.87	\$158.09	\$47.43	\$1,786.39	\$582,600.00	San Joaquin	2023
Lydia Fisher	436 BLOSSOM DR RIPON CA 95366	259-550-510-000	CA077112085	200619-CA-RA-HPR-R-15FG	\$1,582.64	\$0.00	X	X	\$1,582.64	\$158.26	\$47.48	\$1,788.38	\$238,955.00	San Joaquin	2023
Ellamarie Fortenbach	225 Wellington Dr San Carlos 94070	049-321-190	RSM95522N-151116	160512-BE-CA-RA2-R-07-15C	\$4,698.75	\$2,349.38		X	\$2,349.37	\$234.94	\$70.48	\$2,654.79	\$1,117,718.00	San Mateo	2023
Ellamarie Fortenbach	225 Wellington Dr San Carlos 94070	049-321-190	CA081104008	160520-CA-RA-R-20C	\$2,020.32	\$1,010.16		X	\$1,010.16	\$101.02	\$30.30	\$1,141.48	\$1,117,718.00	San Mateo	2023
Ellamarie Fortenbach	225 Wellington Dr San Carlos 94070	049-321-190	CA081104043	161209-CA-RA2-R-20C	\$4,059.23	\$2,029.62		X	\$2,029.61	\$202.96	\$60.89	\$2,293.46	\$1,117,718.00	San Mateo	2023
Jiixin Tan	134 Marbly Ave Daly City CA 94015	091-455-180	CA081104422	171020-CA-RA-HPR-R-25C	\$782.67	\$391.34		X	\$391.33	\$39.13	\$11.74	\$442.20	\$892,410.00	San Mateo	2023
Shami Ahuja	3150 High Meadow Ln San Jose 95135	660-06-067	RSC92003C-160208	160512-BE-CA-RA-R-02-10C	\$3,131.92	\$1,565.96		X	\$1,565.96	\$156.60	\$46.98	\$1,769.54	\$1,344,327.00	Santa Clara	2023
Neway Redia, Patti Fesseha	2463 Glen Exeter WAY San Jose CA 95148	491-46-035	CA085103081	171117-CA-RA-HPR-R-20C	\$2,730.80	\$1,365.40		X	\$1,365.40	\$136.54	\$40.96	\$1,542.90	\$910,258.00	Santa Clara	2023
Sharlene Lopez	1402 WILLOWTREE CT San Jose CA 95118	451-02-095	CA085103433	181130-CA-RA-HPR-R-25E	\$1,492.60	\$0.00	X	X	\$1,492.60	\$149.26	\$44.78	\$1,686.64	\$94,534.00	Santa Clara	2023
Marjorie Washburn, Mickey Mood	1889 Redwood Dr Aptos 95003	105-101-48	RSZ95609C-160131	160512-BE-CA-RA2-R-06-10C	\$6,182.88	\$0.00	X	X	\$6,182.88	\$618.29	\$185.49	\$6,986.66	\$156,752.00	Santa Cruz [5]	2023
Lae Khanthavong	16795 China Gulch Dr Anderson CA 96007	205-740-012-000	CA089101490	180504-CA-RA-HPR-R-20CED	\$4,446.96	\$0.00	X	X	\$4,446.96	\$444.70	\$133.41	\$5,025.07	\$533,636.00	Shasta	2023
Beverly Foster	4983 Georgia St Vallejo 94591	0082-191-080	RSO93662N-150708	151022-BE-WR-R-07-20C	\$6,078.62	\$3,039.31		X	\$3,039.31	\$303.93	\$91.18	\$3,434.42	\$295,397.00	Solano [5]	2023
Morgan Hollenbeck, Wendy Sanchez	1456 Shelby Dr Fairfield 94534	0150-141-030	CA095106872	160624-CA-RA2-R-20C	\$3,222.20	\$0.00	X	X	\$3,222.20	\$322.22	\$96.67	\$3,641.09	\$310,165.00	Solano [5]	2023
Bonnit Braxton, Terrence Hariston	412 MCGRUE CIR VALLEJO CA 94589	0068-392-300	CA095109953	201009-CA-RA-HPR-R-10FG	\$6,964.06	\$0.00	X	X	\$6,964.06	\$696.41	\$208.92	\$7,869.39	\$226,624.00	Solano [5]	2023
Robert Carter, Virginia Carter	34 Tarmar Dr Cloverdale 95425	001-081-009-000	CA097102592	160610-CA-RA-R-20C	\$4,925.36	\$0.00	X	X	\$4,925.36	\$492.54	\$147.76	\$5,565.66	\$37,195.00	Sonoma	2023
Laurel Whittle	2035 Moran Ave Modesto 95354	034-017-007-000	RSL95126P-141124	150713-BE-WR-R-04-10B	\$3,086.38	\$0.00	X	X	\$3,086.38	\$308.64	\$92.59	\$3,487.61	\$246,047.00	Stanislaus	2023
Barbara Anchondo, Joseph Anchondo	2605 Crommelin Ave Modesto 95350	005-041-074-000	RSL94886N-141228	150713-BE-WR-R-06-15B	\$158.76	\$0.00	X	X	\$158.76	\$15.88	\$4.76	\$179.40	\$152,750.00	Stanislaus	2023
Norma Harck	2100 Olive Branch Dr Modesto 95351	037-012-030-000	RSL90131N-160105	160512-BE-CA-RA-R-03-15C	\$2,055.70	\$0.00	X	X	\$2,055.70	\$205.57	\$61.67	\$2,322.94	\$140,718.00	Stanislaus	2023
Sean Choy	1605 Delphine Ave Modesto 95350	054-005-013-000	RSL89276N-160307	160512-BE-CA-RA-R-04-20C	\$3,518.12	\$0.00	X	X	\$3,518.12	\$351.81	\$105.54	\$3,975.47	\$255,289.00	Stanislaus	2023
Bonnie Armond	1216 Moffett RD Modesto 95351	039-055-005-000	CA099106102	160603-CA-RA2-R-15C	\$2,102.72	\$0.00	X	X	\$2,102.72	\$210.27	\$63.08	\$2,376.07	\$260,040.00	Stanislaus	2023
T. Adair Simmons	713 Thrasher Ave Modesto CA 95354	035-044-078-000	CA099106905	170324-CA-RA3-R-20C	\$2,609.68	\$0.00	X	X	\$2,609.68	\$260.97	\$78.29	\$2,948.94	\$43,262.00	Stanislaus	2023
Kyle Yamashiro	5747 Rose Brook Ct Riverbank CA 95367	075-044-046-000	CA099107867	170331-CA-RA3-R-15C	\$1,855.68	\$927.84		X	\$927.84	\$92.78	\$27.84	\$1,048.46	\$315,059.00	Stanislaus	2023
Victor John, Jason John	3001 Park Royal Dr Ceres CA 95307	053-039-077-000	CA099107601	170428-CA-RA3-HPR-R-15C	\$2,040.58	\$0.00	X	X	\$2,040.58	\$204.06	\$61.22	\$2,305.86	\$215,720.00	Stanislaus	2023
Paul Biesemeier	3904 Semallon Dr Modesto CA 95356	055-032-080-000	CA099108664	170804-CA-RA-HPR-R-15C	\$1,521.82	\$760.91		X	\$760.91	\$76.09	\$22.83	\$859.83	\$434,010.00	Stanislaus	2023
Michael Inderbitzin	302 N Santa Ana AVE Modesto 95354	108-011-014-000	CA099108283	170825-CA-RA-HPRCA4-R-20C	\$2,704.26	\$0.00	X	X	\$2,704.26	\$270.43	\$81.13	\$3,055.82	\$63,566.00	Stanislaus	2023
Kimberly Kuffel	3219 High St Riverbank CA 95367	132-004-020-000	CA099108996	171117-CA-RA-HPR-R-25C	\$1,928.02	\$0.00	X	X	\$1,928.02	\$192.80	\$57.84	\$2,178.66	\$53,273.00	Stanislaus	2023
David Adams, Angela Adams	2429 Bordona Dr Riverbank CA 95367	075-051-044-000	CA099109163	171201-CA-RA-HPR-R-10C	\$2,805.58	\$0.00	X	X	\$2,805.58	\$280.56	\$84.17	\$3,170.31	\$222,054.00	Stanislaus	2023
Rosalio Perez, Oliva Perez	469 S WALTON AVE YUBA CITY CA 95993	057-150-079-000	CA101108775	200110-CA-RA-HPR-R-25F	\$1,601.64	\$0.00	X	X	\$1,601.64	\$160.16	\$48.05	\$1,809.85	\$387,600.00	Sutter	2023
Alice Nielsen, Glen Nielsen	16775 Oak Hollow DR Cottonwood 96022	007-580-035-000	RTC95960N-160301	160909-CA-RA-R-20C	\$3,106.96	\$0.00	X	X	\$3,106.96	\$310.70	\$93.21	\$3,510.87	\$63,578.00	Tehama	2023
Leonard Gallow, Susan Gallow	2870 HARDEN AVE Corning CA 96021	091-070-061-000	CA103108939	181026-CA-RA-HPR-R-20E	\$3,552.38	\$0.00	X	X	\$3,552.38	\$355.24	\$106.57	\$4,014.19	\$387,600.00	Tehama	2023
Paul Taylor	588 N Lamar St Tulare 93274	168-045-019-000	CA107107270	160923-CA-RA-R-20C	\$1,464.64	\$0.00	X	X	\$1,464.64	\$146.46	\$43.94	\$1,655.04	\$138,468.00	Tulare	2023
Stephen Palermo	702 Court St Visalia 93277	097-025-002-000	CA107107137	161021-CA-RA-R-10C	\$1,654.88	\$0.00	X	X	\$1,654.88	\$165.49	\$49.65	\$1,870.02	\$125,068.00	Tulare	2023
Margarita Ramirez, Silvano Ramirez	1135 N Linnell Ave Farmersville 93223	128-101-007-000	CA107107565	161209-CA-RA2-R-25C	\$2,002.98	\$1,001.49		X	\$1,001.49	\$100.15	\$30.04	\$1,131.68	\$99,024.00	Tulare	2023
Monica Martinez-Martinez	4245 W Monte Vista Ave Visalia 93277	119-152-006-000	CA107107889	170317-CA-RA3-R-10C	\$1,768.44	\$0.00	X	X	\$1,768.44	\$176.84	\$53.05	\$1,998.33	\$145,641.00	Tulare	2023
Angelita Range, Kristen Range	2931 W Russell Ave Visalia CA 93277	121-470-013-000	CA107108044	170331-CA-RA3-R-15C	\$1,172.27	\$0.00	X	X	\$1,172.27	\$117.23	\$35.17	\$1,324.67	\$142,227.00	Tulare	2023
Angelita Range, Kristen Range	2931 W Russell Ave Visalia CA 93277	121-470-013-000	CA107108074	170602-CA-RA3-HPR-R-15C	\$1,317.45	\$0.00	X	X	\$1,317.45	\$131.75	\$39.52	\$1,488.72	\$142,227.00	Tulare	2023
Alberto Mendoza	519 S Santa Clara St Tulare CA 93274	175-382-007-000	CA107108514	170811-CA-RA-HPRCA2-R-15C	\$1,110.96	\$0.00	X	X	\$1,110.96	\$111.10	\$33.33	\$1,255.39	\$67,845.00	Tulare	2023
Robert Myers	1747 Sonora Ave Tulare CA 93274	177-293-004-000	CA107108847	180614-CA-HLP-LEF-HPR-R-25AB-1	\$1,310.04	\$0.00	X	X	\$1,310.04	\$131.00	\$39.30	\$1,480.34	\$119,891.00	Tulare	2023
Jackie Winter	780 GERRY LN PORTERVILLE CA 93257	247-250-035-000	CA107109634	181026-CA-RA-HPR-R-25E	\$1,645.90	\$822.95		X	\$822.95	\$82.30	\$24.69	\$929.94	\$63,273.00	Tulare	2023
Dallas Joseph Reedom	12909 AVENUE 80 PIXLEY CA 93256	316-040-007-000	CA107110074	200221-CA-RA-HPR-R-25F	\$1,230.64	\$0.00	X	X	\$1,230.64	\$123.06	\$36.92	\$1,390.62	\$65,916.00	Tulare	2023
Arlene Hill	766 Wishard AVE Simi Valley 93065	636-0-133-025	RVT94508N-150812	160512-BE-CA-RA-R-04-20C	\$2,842.04	\$1,421.02		X	\$1,421.02	\$142.10	\$42.63	\$1,605.75	\$94,402.00	Ventura	2024
Joan Gurney, Rex Gurney	2206 Jonesboro Ave Simi Valley 93063	650-0-063-125	CA111101176	160610-CA-RA-R-10C	\$6,501.57	\$0.00	X	X	\$6,501.57	\$650.16	\$195.05	\$7,346.78	\$348,996.00	Ventura	2024
Joan Gurney, Rex Gurney	2206 Jonesboro Ave Simi Valley 93063	650-0-063-125	CA111101441	160909-CA-RA-R-20C	\$2,643.94	\$0.00	X	X	\$2,643.94	\$264.39	\$79.32	\$2,987.65	\$348,996.00	Ventura	2024
Edward Vinitzky	858 Calle Portilla Camarillo CA 93010	158-0-222-055	CA111102478	170331-CA-RA3-R-25C	\$5,353.63	\$2,676.82		X	\$2,676.81	\$267.68	\$80.30	\$3,024.79	\$475,793.00	Ventura	2024
Sara Pyle	1043 W Iris St Oxnard CA 93033	203-0-242-245	CA111103555	180302-CA-RA-HPR-R-25CD	\$1,181.54	\$0.00	X	X	\$1,181.54	\$118.15	\$35.45	\$1,335.14	\$56,364.00	Ventura	2024
Roscoe Turner	1262 S VENTURA RD OXNARD CA 93033	203-0-012-075	CA111104245	200327-CA-RA-HPR-R-25F	\$2,855.59	\$1,427.80		X	\$1,427.79	\$142.78	\$42.83	\$1,613.40	\$77,548.00	Ventura	2024
Loretta Dark	933 Wendell Way Woodland CA 95695	065-194-018-000	CA113104984	170811-CA-RA-HPRCA4-R-25C	\$2,176.74	\$1,088.37		X	\$1,088.37	\$108.84	\$32.65	\$1,229.86	\$150,934.00	Yolo	2023
Joel Banks	1196 Broken Spur Way Plumas Lake CA 95961	016-560-032-000	CA115108021	171215-CA-RA-HPR-R-20C	\$1,650.94	\$0.00	X	X	\$1,650.94	\$165.09	\$49.53	\$1,865.56	\$169,009.00	Yuba	2023
Richard Baker, Cherie Baker	1747 MCCARTHY AVE OLIVEHURST CA 95961	013-680-004-000	CA115108185	180824-CA-RA-HPR-R-25DE	\$2,544.48	\$0.00	X	X	\$2,544.48	\$254.45	\$76.33	\$2,875.26	\$155,073.00	Yuba	2023
<b>Total WRCOG-HERO Residential Delinquencies:</b>									<b>\$1,031,147.55</b>	<b>\$103,114.96</b>	<b>\$30,934.39</b>	<b>\$1,165,196.90</b>			

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value	County [5]	Year Assessed [1]
							1st	2nd							
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-003	Truax-2	20191218-WR-TC-25	\$7,621.86	\$0.00	X	X	\$7,621.86	\$762.19	\$228.66	\$8,612.71	\$310,788.00	Riverside	2023
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-004	Truax-3	20191218-WR-TC-25	\$22,064.98	\$0.00	X	X	\$22,064.98	\$2,206.50	\$661.95	\$24,933.43	\$934,101.00	Riverside	2023
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-015	Truax-4	20191218-WR-TC-25	\$14,843.40	\$0.00	X	X	\$14,843.40	\$1,484.34	\$445.30	\$16,773.04	\$622,734.00	Riverside	2023
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-018	Truax-5	20191218-WR-TC-25	\$14,843.40	\$0.00	X	X	\$14,843.40	\$1,484.34	\$445.30	\$16,773.04	\$622,734.00	Riverside	2023
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-023	Truax-6	20191218-WR-TC-25	\$23,869.84	\$0.00	X	X	\$23,869.84	\$2,386.98	\$716.10	\$26,972.92	\$1,011,943.00	Riverside	2023
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-024	Truax-7	20191218-WR-TC-25	\$16,648.28	\$0.00	X	X	\$16,648.28	\$1,664.83	\$499.45	\$18,812.56	\$700,575.00	Riverside	2023
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-025	Truax-8	20191218-WR-TC-25	\$10,330.20	\$0.00	X	X	\$10,330.20	\$1,033.02	\$309.91	\$11,673.13	\$428,129.00	Riverside	2023
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-044-017	Truax-9	20191218-WR-TC-25	\$17,735.96	\$0.00	X	X	\$17,735.96	\$1,773.60	\$532.08	\$20,041.64	\$934,101.00	Riverside	2023
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-044-020	Truax-10	20191218-WR-TC-25	\$11,957.54	\$0.00	X	X	\$11,957.54	\$1,195.75	\$358.73	\$13,512.02	\$622,734.00	Riverside	2023
Landwin DMV LLC	1540 Manley Dr San Gabriel, CA 91776	5360-019-002	Curio-1	20210422-WR-TC-CUR-30	\$459,359.79	\$229,679.90		X	\$229,679.89	\$22,967.99	\$6,890.40	\$259,538.28	\$71,588,487.00	Los Angeles	2023
Landwin DMV LLC	1540 Manley Dr San Gabriel, CA 91776	5360-019-018	Curio-2	20210422-WR-TC-CUR-30	\$459,359.79	\$229,679.90		X	\$229,679.89	\$22,967.99	\$6,890.40	\$259,538.28	\$71,588,487.00	Los Angeles	2023
Landwin DMV LLC	1540 Manley Dr San Gabriel, CA 91776	5360-019-019	Curio-3	20210422-WR-TC-CUR-30	\$459,359.79	\$229,679.90		X	\$229,679.89	\$22,967.99	\$6,890.40	\$259,538.28	\$71,588,487.00	Los Angeles	2023
Landwin DMV LLC	101 W Valley Blvd San Gabriel, CA 91776	5360-019-020	Curio-4	20210422-WR-TC-CUR-30	\$459,359.79	\$229,679.90		X	\$229,679.89	\$22,967.99	\$6,890.40	\$259,538.28	\$71,588,487.00	Los Angeles	2023
Landwin DMV LLC	111 W Valley Blvd San Gabriel, CA 91776	5360-019-023	Curio-5	20210422-WR-TC-CUR-30	\$459,359.79	\$229,679.90		X	\$229,679.89	\$22,967.99	\$6,890.40	\$259,538.28	\$71,588,487.00	Los Angeles	2023
Landwin DMV LLC	1549 S Del Mar Ave San Gabriel, CA 91776	5360-019-024	Curio-6	20210422-WR-TC-CUR-30	\$459,359.81	\$229,679.91		X	\$229,679.90	\$22,967.99	\$6,890.40	\$259,538.29	\$71,588,487.00	Los Angeles	2023

**Total WRCOG-Twain Delinquencies: \$1,532,838.21 \$153,283.83 \$45,985.18 \$1,732,107.22**

[1] Assessed values based on 2023 data for counties where 2024 data was not yet available.

[2] Delinquency data as of 7/10/2024.

[3] Penalty based on 10% of the delinquent assessment.

[4] Interest calculated based on 1.5% of the delinquent assessment per month from July 1, 2024 through August 31, 2024.

[5] Includes parcels in historically Teeter counties that may be removed from the final file.

DRAFT



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** Increase Maximum Bond Authorization for Greenworks / Nuveen C-PACE Program  
**Contact:** Casey Dailey, Director of Energy & Environmental Programs, [cdailey@wrcog.us](mailto:cdailey@wrcog.us), (951) 405-6720  
**Date:** August 5, 2024

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### **Recommended Action(s):**

1. Adopt Resolution Number 25-24, A Resolution of the Executive Committee of the Western Riverside Council of Governments increasing maximum bond authorization for the Greenworks PACE Program and making certain required disclosures.

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### **Summary:**

WRCOG staff is proposing to increase the aggregate maximum bond authorization for the Greenworks PACE Program from \$200,000,000 to \$1,000,000,000.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to increase the maximum bond authorization for the C-PACE Program. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (To develop projects and programs that improve infrastructure and sustainable development in the subregion).

### **Discussion:**

### **Background**

WRCOG's Energy Efficiency and Water Conservation Program for Western Riverside County (commonly referred to as the "WRCOG Program") and its statewide Property Assessed Clean Energy Program (the "California Program," collectively with the WRCOG Program, the "Programs") serves to finance the installation of certain authorized improvements ("Authorized Improvements") on residential and commercial properties located within the Program area (the "Program Area"). These improvements are ultimately financed by limited obligation bonds issued by WRCOG. In order to issue these bonds, the WRCOG Executive Committee must determine the maximum portfolio amounts associated with each PACE Program providers.

When the Program was put into place in 2011, this amount was identified to be \$900 million. As the Programs grew, the amount was increased to \$3 billion in 2016 and currently reads, "the maximum aggregate dollar amount of contractual assessments available under the Program is \$3 billion. If this

amount is exceeded, WRCOG may, in its sole discretion, pass a resolution to increase the maximum aggregate dollar amount of contractual assessments.” Subsequently WRCOG authorized the addition of Renew Financial, PACE Funding, and Ygrene as additional residential PACE providers and Renew Financial, Greenworks Lending, CleanFund Commercial PACE Capital, Twain Financial, and Ygrene Energy Fund as commercial PACE providers.

On August 5, 2019, the WRCOG Executive Committee approved an amended California HERO Program Report and the WRCOG Energy Efficiency and Water Conservation Program Report to increase the maximum bond indebtedness as such:

- HERO Program bonds: \$3,000,000,000.
- CaliforniaFIRST Program bonds: \$150,000,000.
- PACE Funding Program bonds: \$100,000,000.
- Greenworks Program bonds: \$200,000,000.
- Clean Fund Program bonds: \$200,000,000.
- Ygrene Program bonds: \$50,000,000.

WRCOG previously authorized the Programs to issue bonded indebtedness to finance Authorized Improvements within the Program Area in one or more series of bonds (Resolution Number 08-13, as amended). The Executive Committee authorized Greenworks Lending, LLC, (“Greenworks”) to serve as a commercial program administrator for the Programs (the “Greenworks Program”) and the issuance of bonds for the Greenworks Programs (Resolution Number 02-18). Resolution Number 02-18 originally authorized the issuance of one or more series of limited obligation improvement bonds for the Greenworks Program in the maximum aggregate principal amount not to exceed \$150,000,000. Resolution Number 27-19 authorized the increase of the maximum aggregate principal amount of Greenworks Program bonds to \$200,000,000.

**Present Situation:**

The Greenworks Program has issued \$95,940,293.77 in Greenworks Program bonds as of June 30, 2024. Greenworks has identified a potential project which will finance Authorized Improvements in excess of the established maximum aggregate principal amount of bonds currently authorized, which is expected to close in August of 2024. Greenworks has requested that WRCOG increase the maximum bond authorization for the Greenworks Program to \$1,000,000,000 in order to allow for the issuance of bonds to finance the aforementioned project's total assessment amount of \$270,000,000 and any foreseeable future projects.

If the maximum bond authorization for the Greenworks Program is not raised from its current amount of \$200,000,000, issuing a bond of \$270,000,000 would not be possible because it would place WRCOG out of compliance with the Securities Act of 1933 and the associated Master Indenture. The Master Indenture states, "WRCOG shall be in compliance with all covenants set forth in this Indenture, and issuance of the Bond will not cause WRCOG to exceed the bonded indebtedness limit established for the Program or the maximum Bond authorization set forth in the Resolution of Issuance or as such maximum authorization may be amended by a resolution of the Executive Committee of WRCOG." Raising the maximum bond authorization would allow for the project to close and for WRCOG to remain in compliance.

It is recommended that the Executive Committee approve the Resolution Number 25-24, which authorizes an increase to the maximum bond authorization for the Greenworks Program and provides

the good faith estimates with respect to the issuance of bonds. Section 5852.1 of the Government Code of the State of California provides that WRCOG obtain from an underwriter, financial advisor, or private lender, and disclose, in a meeting open to the public, prior to authorization of the issuance of the bonds, good faith estimates of: (a) the true interest cost of the bonds, (b) the finance charge of the bonds, meaning the sum of all fees and charges paid to third parties, (c) the amount of proceeds of the bonds received less the finance charge described above and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds. WRCOG's municipal advisor, PFM Financial Advisors, prepared the good faith estimate, which is included as Section 3 in the attached resolution.

Included in Resolution 25-24, the Executive Committee does hereby determine that WRCOG will not obligate itself to advance funds from the WRCOG treasury to cure any deficiency in the redemption fund established pursuant to any master indenture entered into in connection with the Bonds. The Executive Committee further declares and determines that no Regular Member or Associate Member shall be obligated to advance funds from the treasury of such Regular Member or Associate Member to cure any such deficiency in such redemption funds.

Staff will annually review and update the Committee on whether the maximum bond indebtedness limits for all bonds issued pursuant to its PACE Programs are sufficient or need adjusting and will continue to periodically review and update the Debt Management Policy.

**Prior Action(s):**

**August 5, 2019:** The Executive Committee adopted Resolution Number 27-19; A Resolution of the Executive Committee of the Western Riverside Council of Governments increasing maximum bond authorization for its PACE Programs and making certain required disclosures.

**Financial Summary:**

While WRCOG acts as the bond issuer, it does not carry the liability for the bonds on its financial statements, as these are considered a fiduciary activity of the Agency, and is reported as a custodial fund in accordance with GASB 84.

**Attachment(s):**

[Attachment 1 - Resolution Number 25-24 Authorizing an Increase in Maximum Bond Authorization for the Greenworks Program](#)

**RESOLUTION NUMBER 25-24**

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
INCREASING MAXIMUM BOND AUTHORIZATION FOR GREENWORKS PACE  
PROGRAM AND MAKING CERTAIN REQUIRED DISCLOSURES**

**WHEREAS**, the Executive Committee of the Western Riverside Council of Governments (“WRCOG”) has established the Energy Efficiency and Water Conservation Program for Western Riverside County (commonly referred to as the “WRCOG Program”) and its statewide Property Assessed Clean Energy Program (the “California Program,” collectively with the WRCOG Program, the “Programs”) for the purpose financing the installation of certain authorized improvements (“Authorized Improvements”) on residential and commercial properties located within the program area of each of the Programs (collectively the “Program Areas” each individually a “Program Area”); and

**WHEREAS**, by adoption of the Resolution Numbers 08-11 and 03-12, as amended, the Executive Committee provided that one or more series of improvement bonds would be issued under the Improvement Bond Act of 1915, Division 10 of the Streets and Highways Code of California (the “1915 Act”) or other financing relationships would be entered; and

**WHEREAS**, Resolution Number 08-13 initially authorized the Programs to issue bonded indebtedness to finance Authorized Improvements within the Program Area for both residential and commercial parcels in one or more series of bonds pursuant to Chapter 29 and the 1915 Act; and

**WHEREAS**, Resolution Number 02-18 authorized Greenworks Lending LLC to serve as a commercial program administrator for the Programs (the “Greenworks Program”) and the issuance of bonds for the Greenworks Program; and

**WHEREAS**, Resolution Number 08-13 was subsequently amended by Resolution Numbers 24-13, 22-14, 26-14, 39-15, 04-17, 10-17, 43-17, 02-18, 46-18, 05-19, and 27-19 which collectively authorized the issuance of one or more series of bonds to finance the Authorized Improvements and provided a maximum amount of aggregate principal amount of bonds that maybe issued for the Greenworks Program; and

**WHEREAS**, the current maximum amount of aggregate principal amount of bonded indebtedness that maybe issued pursuant to the Greenworks Program is \$200,000,000; and

**WHEREAS**, the Greenworks Program is anticipated to finance Authorized Improvements in excess of such amount and an increase in the maximum amount of aggregate principal amount of bonds that maybe issued for the Greenworks Program is required; and

**WHEREAS**, Section 5852.1 of the Government Code of the State of California provides that WRCOG obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of the bonds, good faith estimates of: (a) the true interest cost of the bonds, (b) the finance charge of the bonds, meaning the sum of all fees and charges paid to third parties, (c) the amount of proceeds of the bonds received less the finance charge described above and any reserves or capitalized interest paid or funded with proceeds of the bonds and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

**WHEREAS**, WRCOG desires to increase the aggregate maximum amount of indebtedness authorization for the Greenworks Programs and make the disclosures required pursuant to Section 5852.1;

**NOW, THEREFORE, BE IT RESOLVED**, by the Executive Committee of the Western Riverside Council of Governments as follows:

Section 1. Authorizing Resolutions. The Resolutions listed in the recitals above are hereby collectively referred to herein as the “Authorizing Resolutions.”

Section 2. Authorization of the Issuance of the Bonds. The Executive Committee hereby authorizes the issuance of one or more series of bonds of the Greenworks Program under and pursuant to the Chapter 29, the 1915 Act, the Resolutions cited in the recitals and this Resolution in the following maximum aggregate principal amount:

- a. Greenworks Program bonds (the “Bonds”) secured by assessments levied on participating commercial parcels located in the Program Areas: \$1,000,000,000.

Such amount is the aggregate amount since the inception of the Greenworks Program and such authorization shall apply retroactively since that date.

Section 3. Good Faith Estimate. The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the WRCOG by the Municipal Advisor in consultation with the Underwriter.

*Principal Amount.* The Municipal Advisor has informed the WRCOG that, based on the financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$1,000,000,000 (the “Estimated Principal Amount”), which excludes approximately \$0 (of net premium estimated to be generated based on current market conditions). Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for such bonds is higher than the face value of the bonds.

*True Interest Cost of the Bonds.* The Municipal Advisor has informed WRCOG that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 8.270441%.

*Finance Charge of the Bonds.* The Municipal Advisor has informed the WRCOG that, assuming that the Estimated Principal Amount of the Bonds is sold and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimates of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$21,500,000.

*Amount of Proceeds to be Received.* The Municipal Advisor has informed WRCOG that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by WRCOG, for the sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$978,500,000.

*Total Payment Amount.* The Municipal Advisor has informed WRCOG that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all debt service payments on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$2,048,156,711.11 (excluding any offsets from reserves or capitalized interest).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the financing plan or finance charges, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by WRCOG, based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the WRCOG.

Section 4. No Obligation of WRCOG, its Regular Members or Associate Members. Pursuant to Streets and Highways Code Section 8769, this Executive Committee does hereby determine that WRCOG will not obligate itself to advance funds from the WRCOG treasury to cure any deficiency in the redemption fund established pursuant to any master indenture entered into in connection with the Bonds. The Executive Committee further declares and determines that no Regular Member or Associate Member shall be obligated to advance funds from the treasury of such Regular Member or Associate Member to cure any such deficiency in such redemption funds.

Section 5. Conditions of Approval. The approvals, authorization and direction given by this Resolution are conditioned upon the satisfaction of the requirements of the requirements set forth in the Authorizing Resolutions without the further approval or action of the Executive Committee.

Section 6. Official Actions. The Executive Director or his delegate is hereby authorized and directed, for and in the name and on behalf of WRCOG, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Bonds and any of the other transactions contemplated by the documents approved pursuant to this Resolution. All actions heretofore taken by the officers and agents of WRCOG with respect to the sale and issuance of the Bonds are hereby approved, confirmed and ratified.

Section 7. Effective Date. This Resolution shall take effect upon the date of its adoption.

**PASSED AND ADOPTED** by the Executive Committee of the Western Riverside Council of Governments on August 5, 2024.

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Rita Rogers, Chair  
WRCOG Executive Committee

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Dr. Kurt Wilson, Secretary  
WRCOG Executive Committee

Approved as to form:

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Best Best & Krieger LLP  
WRCOG Bond Counsel

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** Activities Update from the Eastern Municipal Water District & Western Water  
**Contact:** Joe Mouawad, General Manager, Eastern Municipal Water District, [mouawadj@emwd.org](mailto:mouawadj@emwd.org), (951) 928-3777  
 Craig Miller, General Manager, Western Water, [cmiller@wmwd.com](mailto:cmiller@wmwd.com), (951) 789-5050  
**Date:** August 5, 2024

### **Recommended Action(s):**

1. Receive and file.

### **Summary:**

Staff from Eastern Municipal Water District and Western Water will provide an update on water-related matters of regional concern.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to provide an update on statewide water-related legislation and other water-related issues that might be of interest to WRCOG member agencies. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #1 (Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion).

### **Discussion:**

Staff from the Eastern Municipal Water District (EMWD) and Western Water will be providing a joint update on a water matters of regional concern. Topics include SB 366 (California Water For All), legislation which would require the State to create a meaningful plan to provide sufficient water supply for all users. SB 366 enjoys broad support among water districts, municipalities, business groups, and WRCOG, and is currently under consideration in the State Assembly.

Another topic is the Conservation as a California Way of Life Regulation, which was recently adopted and will require water agencies to significantly reduce water use beyond current levels and disproportionately effects the inland region. Additionally, EMWD and Western Water are both member agencies of the Metropolitan Water District, and will also provide an update on MWD's activities.

### **Prior Action(s):**

None.

**Financial Summary:**

This item is for informational purposes; therefore, there is no fiscal impact.

**Attachment(s):**

None.