



Western Riverside Council of Governments Executive Committee

AGENDA

**Monday, September 11, 2017
2:00 p.m.**

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

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) 955-8320. 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 4080 Lemon Street, 3rd Floor, Riverside, CA, 92501.

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

- 1. CALL TO ORDER / ROLL CALL (Debbie Franklin, Chair)**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS**

At this time members of the public can address the Executive Committee regarding any items within the subject matter jurisdiction of the Executive 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 Executive Committee in writing and only pertinent points presented orally.

- 4. 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 Executive Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Executive Committee request specific items be removed from the Consent Calendar.

Action items:

- A. Summary Minutes from the August 7, 2017, Executive Committee Meeting are Available for Consideration. P. 1

Requested Action: 1. Approve the Summary Minutes from the August 7, 2017, Executive Committee meeting.

- B. TUMF Program Activities Update Christopher Gray P. 11

Requested Actions: 1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Murrieta for the Keller Road / I-215 Interchange Project in an amount not to exceed \$2,250,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Magnolia Avenue Grade Project in an amount not to exceed \$12,025,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Newport Road / I-215 Interchange Project in an amount not to exceed \$5,704,840.
4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Corona for the Foothill Parkway Widening Project in an amount not to exceed \$1,573,150.

- C. Regional Streetlight Program Activities Update Tyler Masters P. 85

Requested Actions: 1. Direct the Executive Director to enter into contract negotiations with Siemens Industry, Inc., Intelligent Traffic Systems, for regional streetlight retrofit and ongoing operations & maintenance services once jurisdictional streetlights have been acquired.
2. Approve the LightSuite final document.

- D. Amendment to the Appendix of the WRCOG Conflict of Interest Code Janis Leonard P. 161

Requested Action: 1. Adopt WRCOG Resolution Number 39-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

- E. Grant Writing Assistance Program Guidelines Christopher Gray P. 179

Requested Action: 1. Approve the Grant Writing Assistance Program Guidelines.

Information items:

- F. Finance Department Activities Update Including Agency Audit and Upcoming Annual TUMF Compliance Review by Agencies Ernie Reyna P. 183

Requested Action: 1. Receive and file.

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| G. | Financial Report Summary Through June 2017 | Ernie Reyna | P. 185 |
| | <u>Requested Action:</u> 1. Receive and file. | | |
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| H. | Environmental Department Activities Update | Dolores Badillo | P. 191 |
| | <u>Requested Action:</u> 1. Receive and file. | | |
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| I. | BEYOND Framework Fund Program Activities Update | Andrea Howard | P. 195 |
| | <u>Requested Action:</u> 1. Receive and file. | | |
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| J. | SANDAG Borders Committee Activities Update | Rick Bishop | P. 217 |
| | <u>Requested Action:</u> 1. Receive and file. | | |
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| K. | Santa Ana Watershed Project Authority
One Water One Watershed Activities Update | Laura Roughton | P. 223 |
| | <u>Requested Action:</u> 1. Receive and file. | | |
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| L. | Western Riverside Energy Partnership Activities
Update | Tyler Masters | P. 229 |
| | <u>Requested Action:</u> 1. Receive and file. | | |
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| M. | Healthy Communities Activities Update | Jennifer Ward | P. 233 |
| | <u>Requested Action:</u> 1. Receive and file. | | |
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| N. | WRCOG Public Service Fellowship Activities Update | Jennifer Ward | P. 269 |
| | <u>Requested Action:</u> 1. Receive and file. | | |

5. REPORTS / DISCUSSION

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| A. | PACE Programs Activities Update | Crystal Adams, WRCOG | P. 271 |
| | <u>Requested Action:</u> 1. Adopt WRCOG Resolution Number 40-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Postponing Public Hearing. | | |
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| B. | Presentation on the California WaterFix | Paul Jones, Easter Municipal
Water District | P. 287 |
| | <u>Requested Action:</u> 1. Authorize the Executive Director to transmit letters of support for the California WaterFix on behalf of WRCOG to Governor Jerry Brown and to Metropolitan Water District Chairman Randy Record. | | |

Requested Action: 1. Receive and file.

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

Alex Diaz

7. REPORT FROM COMMITTEE REPRESENTATIVES

SCAG Regional Council and Policy Committee representatives
SCAQMD, Ben Benoit
CALCOG, Brian Tisdale

8. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop

9. ITEMS FOR FUTURE AGENDAS

Members

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

10. GENERAL ANNOUNCEMENTS

Members

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

11. NEXT MEETING: The next Executive Committee meeting is scheduled for Monday,
October 2, 2017, at 2:00 p.m., at the County of Riverside Administrative
Center, 1st Floor Board Chambers.

12. ADJOURNMENT

Western Riverside Council of Governments

4.A

Regular Meeting

~ Minutes ~

Monday, August 7, 2017

2:00 PM

County Administrative Center

1. CALL TO ORDER

The meeting was called to order on at 2:08 p.m. on August 7, 2017, at the Riverside County Administrative Center, 4080 Lemon Street, Riverside, CA.

Attendee Name	Member	Status	Arrived / Departed
City of Banning	Debbie Franklin	Present	1:56 PM
City of Beaumont	Lloyd White	Present	1:52 PM
City of Calimesa	Jeff Hewitt	Present	1:52 PM
City of Canyon Lake	Jordan Ehrenkranz	Present	2:00 PM
City of Corona	Eugene Montanez	Present	1:54 PM / 3:34 PM
City of Eastvale	Adam Rush	Present	2:01 PM
City of Hemet	Bonnie Wright	Present	1:55 PM
City of Jurupa Valley	Laura Roughton	Present	1:52 PM
City of Lake Elsinore	Brian Tisdale	Present	1:54 PM
City of Menifee	Neil Winter	Present	1:52 PM
City of Moreno Valley	Yxstian Gutierrez	Present	2:05 PM / 3:04 PM
City of Murrieta	Kelly Seyarto	Present	1:53 PM
City of Norco	Kevin Bash	Present	1:52 PM
City of Perris	Rita Rogers	Present	2:02 PM
City of Riverside	Rusty Bailey	Present	1:53 PM / 3:06 PM
City of San Jacinto	Crustal Ruiz	Present	2:04 PM / 4:08 PM
City of Temecula	Mike Naggar	Present	1:52 PM
City of Wildomar	Ben Benoit	Present	1:53 PM / 3:25 PM
District 1	Kevin Jeffries	Present	1:53 PM / 3:0 PM
District 2		Absent	1:53 PM
District 3		Absent	1:55 PM
District 5	Marion Ashley	Present	1:53 PM / 3:04 PM
EMWD	David Slawson	Absent	1:54 PM
WMWD	Brenda Dennstedt	Present	2:01 PM / 3:11 PM
Morongo	Robert Martin	Present	2:07 PM
Office of Education		Absent	1:53 PM
TAC Chair		Absent	1:52 PM
Executive Director	Rick Bishop	Present	1:52 PM

Note: Times above reflect when the member logged in; they may have arrived at the meeting earlier.

2. PLEDGE OF ALLEGIANCE

Committee member Adam Rush, City of Eastvale, led members and guests in the Pledge of Allegiance.

3. PUBLIC COMMENTS

There were no public comments.

3. SPECIAL PRESENTATION

Chairwoman Franklin presented a Proclamation to recently-retired County Executive Officer Jay Orr.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of Murrieta
SECONDER:	City of Perris
AYES:	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 5, EMWD, WMWD, Morongo

A. Summary Minutes from the July 10, 2017, Executive Committee meeting are available for consideration.

Action: 1. *Approved the Summary Minutes from the July 10, 2017, Executive Committee meeting.*

B. PACE Programs Activities Update

Actions: 1. *Authorized the Executive Director to amend the WRCOG HERO Program Report, the WRCOG HERO Program Handbook, and the California HERO Program Handbook to reflect the underwriting criteria change to lower the maximum combined loan to value limit to 97% and remove the minimum equity threshold.*

2. *Adopted WRCOG Resolution Number 38-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Shasta County.*

C. Approval of Professional Services and Contractor Agreement with Exigent Systems to Provide Agency Information Technology Support

Action: 1. *Approved the Professional Services Agreement between the Western Riverside Council of Governments and Exigent Systems to provide information technology support for services for the Agency in an amount not to exceed \$120,000 for Fiscal Year 2017/2018.*

D. TUMF Program Update and Consideration of Potential Exemptions for Certain Service and Retail Uses

- Actions:
1. Directed staff to update the TUMF Fee Calculation Handbook to exempt the first 3,000 square feet of retail and service uses (both for new development and for modifications to existing development) from TUMF assessments to address local serving retail and service uses.
 2. Directed staff to update the TUMF Administrative Plan to reflect this approach.
 3. Directed staff to conduct outreach with member agencies to implement this approach.
 4. Directed staff to report back on implementation within one year, specifically regarding implementation challenges, if any, among stakeholders and jurisdictions and the fiscal impacts from implementation of this policy.

E. Western Riverside Energy Partnership Contract Amendment with Southern California Edison

- Action:
1. Directed the Executive Director to execute the Sixth Contract Amendment with Southern California Edison to jointly deliver the 2010-2012 Energy Leader Partnership Program rate change through 2018.

F. Selection of Consultants to Provide On-Call Planning and Engineering Professional Services to Member Jurisdictions

- Actions:
1. Directed and authorized the Executive Director to enter into an agreement for on-call planning services with Kearns & West in an amount not to exceed \$95,560 in total.
 2. Approved the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and WSP to provide WRCOG technical support and advisory services in an amount not to exceed \$75,000 for this Amendment and \$235,000 in total.

G. TUMF Program Reimbursement Agreements

- Actions:
1. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley for the Heacock Street Widening Project in an amount not to exceed \$1,100,000.
 2. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Ethanac Road Widening Project in an amount not to exceed \$500,000.
 3. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Nuevo Road Widening Project in an amount not to exceed \$499,806.

H. 4th Quarter Draft Agency Budget Amendment for Fiscal Year 2016/2017

Action: 1. *Approved the 4th Quarter draft Agency Budget amendment for Fiscal Year 2016/2017.*

I. Finance Department Activities Update Including Agency Audit, 4th Quarter Budget Amendment, and Upcoming Annual TUMF Compliance Review by Agencies

Action: 1. *Received and filed.*

J. Financial Report Summary through May 2017

Action: 1. *Received and filed.*

K. Regional Streetlight Program Activities Update

Action: 1. *Received and filed.*

L. Environmental Department Activities Update

Action: 1. *Received and filed.*

M. Single Signature Authority Report

Action: 1. *Received and filed.*

6. REPORTS / DISCUSSION**A. PACE Programs Update: Conduct of Public Hearing to Add New Associate Members to California HERO, Modifications to Program Reports to Reflect Addition of Associate Members, and Consideration of Adding PACE Funding Under WRCOG's PACE Program Administrative Umbrella**

Crystal Adams reported that the WRCOG PACE Programs provide financing on a range of energy saving, renewable energy, and water conserving projects made on both residential and commercial properties. Improvements must meet certain criteria and be permanently affixed to the property. The financing is paid back through a lien placed on the property. Current PACE providers include the HERO Program, the CaliforniaFIRST Program, and the Spruce PACE Program which is anticipated to launch this summer.

In June 2016, this Committee directed staff to reach out to PACE providers to gain their interest in operating under WRCOG's PACE umbrella, with a goal of expanding PACE opportunities to constituents and ensure consumer protections are rigorous and consistent. Interested providers were vetted through the PACE Ad Hoc Committee and the Administration & Finance Committee.

This Committee is being asked today to allow PACE Funding to operate under WRCOG's PACE umbrella. PACE Funding has funded more than 230 projects throughout the state for over \$9.8M, works with more than 100 contractors, and offers two confirm-term calls; first at the time of application, and second at the completion of the project.

Both the PACE Ad Hoc Committee and the Administration & Finance Committee are recommending approval for PACE Funding to operate under WRCOG's PACE umbrella.

If approved, PACE Funding will automatically be allowed to operate in the WRCOG subregion unless a member jurisdiction takes action to opt-out.

Chairwoman Franklin opened the public hearing.

Tressy Capps spoke in opposition to the HERO Program.

Greg Susca spoke in opposition to the HERO Program.

Chairwoman Franklin closed the public hearing.

- Actions:**
1. *Conducted a Public Hearing regarding the inclusion of the City of Santa Rosa.*
 2. *Adopted WRCOG Resolution Number 36-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Program Report so as to expand the Program area within which contractual assessments may be offered.*
 3. *Accepted the County of Tulare Unincorporated areas as an Associate Member of the Western Riverside Council of Governments.*
 4. *Adopted WRCOG Resolution Number 37-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a Public Hearing thereon.*
 5. *Supported the Administration & Finance Committee's recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include PACE Funding under WRCOG's PACE umbrella.*

RESULT:	APPROVED AS RECOMMENDED [22 TO 0]
MOVER:	City of Lake Elsinore
SECONDER:	City of Murrieta
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 5, EMWD, WMWD, Morongo
ABSTAIN:	District 1

B. Report from the League of California Cities

Erin Sasse reported that the Legislature is on summer recess until August 21, 2017.

The League will be opposing SB 649, and has proposed amendments to the author. The League is encouraging letters of opposition. This bill will allow AT&T, Verizon, etc., to put small cell devices on poles, light fixtures, and public right of way, without review or approval from local jurisdictions.

The League supports SB 540 which would allow for CEQA upfront in designated zones, and projects could be approved for five years.

The League is concerned with SB 35, which would require jurisdictions to have affordable housing projects averaged out over eight years.

The League's annual conference is scheduled for September 13 – 15, 2017, in Sacramento. The League's annual golf tournament is scheduled for October 9, 2017. A webinar is scheduled for August 11, 2017, on the implementation of SB 1. Media training is being provided on August 17, 2017.

Committee members indicated that their jurisdictions have transmitted letters to Legislators in opposition of SB 649.

Action: 1. *Received and filed.*

C. Presentation by Southern California Edison Representatives Regarding Time of Use Rates and the General Rate Case

Jeremy Goldman, Southern California Edison (SCE), reported that SCE is the largest taxpayer in the County, and is very active in local communities, providing grants to non-profit community groups. Many of SCE's employees live in the subregion, and SCE operates four service centers throughout the County.

Andre Ramirez, SCE, reported that in 2012, the California Public Utilities Commission (CPUC) began researching residential rates in an effort to improve rate fairness and align rates within the inland cities. The results included a reduction in the number of tiers in the standard residential rate plan, and the implementation of default Time-of-Use (TOU) rates on a default basis.

California leads the country in solar power, which increases its power supply. This has driven SCE's mid-day delivery costs down.

Non-residential customers have been on TOU rates for the past few years on a mandatory basis. Peak period times will be shifted to reflect updated costs being seen in the system. SCE is not making any additional money because of these changes.

In March 2018, 400,000 customers will be moved into the pilot to test the new on-peak period, and another group of customers will be moved to the later evening hours. The plan is to determine how customers react to the move and their usages, and by the year 2020, move customers into the larger scale on a default basis.

The goal is to maintain customer satisfaction and customer acceptance of TOU rates. Some customers will see slightly higher bills while others will see slightly lower bills. SCE is working with the CPUC to limit the impact as much as possible. The State is legally obligated to review how TOU rates impact customers.

Customers will receive bill protection for the first 12 months of the new TOU rates. Medical Baseline and other limited customer groups are excluded from being defaulted to TOU rates.

Committee member Kevin Jeffries indicated that many years ago a dispute with SCE in this County occurred due to rate indifference between the desert and coastal regions, and asked if the rates have changed.

Mr. Ramirez responded that the California Energy Commission determines the zones and their respective rates. Certain areas in bordering Counties could be within the same zone.

Committee member Jeffries indicated that this Committee should not support anything until that matter is resolved.

Mr. Ramirez indicated that customers in the inland area with higher average usage will receive a higher average baseline.

Rick Bishop indicated that several years ago WRCOG learned of the rate indifference and worked with SCE to change the zone boundaries; the revised boundaries are more reflective of climatological differences.

Mr. Ramirez indicated that the point is to show customers that there are better energy options available that could potentially save the customers money based upon individual profiles.

Kris Vyas, SCE, reported that SCE must provide, a couple of years in advance, reasonable estimates of what it expects to spend, and then justify that in a contested proceeding. The CPUC then determines if the rates are just and reasonable.

The General Rate Case matters because revenues provide 80% of SCE's operations and maintenance expense. SCE does not make its revenues from the General Rate Case. For capital assets that are used and useful, SCE is allowed to earn an authorized rate of return; this is the principal mechanism in which SCE earns.

With the current General Rate Case, SCE is pushing forward to modernize its grid in order to achieve its renewable energy and greenhouse gas emissions reduction goals, and enhance customer choice and access to manage their use and load. The modernized grid will replace aging assets, many of which are past their life expectancy.

SCE recently completed three weeks of adversarial hearings, which is a regulatory trial; briefings will be held, and the CPUC is expected to make a decision after that.

Action: 1. *Received and filed.*

D. Community Choice Aggregation Program Activities Update Including a Request for Action to Approve CCA Governance and Staffing Arrangement Documents As Well As Selection of Consultants to Provide CCA Operational / Staffing Services

Barbara Spoonhour reported that staff has been working closely with staff from Southern California Edison (SCE) on this matter. The County of Los Angeles recently created a Joint Powers Authority (JPA) with two of its jurisdictional cities, the LACCE Authority. Its first meeting was held August 4, 2017, and the CCA is expected to launch in January 2018. The City of San Jacinto is in the process of data testing with SCE; San Jacinto Power is expected to launch within the next few months.

CCAs generally offer lower or competitive energy costs to the consumers, while the local utility, in this case SCE, maintains the distribution lines and billing.

There are currently seven CCAs operating in the state; eight are expected to launch in 2018, and 13 regions still examining CCAs and the feasibility.

Committee member Kevin Jeffries indicated that as the County is not participating in WRCOG's CCA, he would be excusing himself from the remainder of the presentation.

Ms. Spoonhour continued that comments were recently provided by member jurisdictions. Exit fees, or Power Charge Indifference Adjustment (PCIA), are charged to the CCA customer to cover SCE's costs for power already purchased. The California Public Utilities Commission (CPUC) has opened a proceeding to discuss the methodology, accuracy, and transparency of the calculations in WRCOG's feasibility study. WRCOG will be an active participant in these proceedings.

WRCOG's feasibility study does not assume any unbundled Renewable Energy Credits (RECs), so there is no impact on projected CCA cost savings presented in the feasibility study.

Member jurisdictions do not assume the obligations and liabilities of the CCA's JPA; it must be voluntary and WRCOG does not recommend that member jurisdictions do that. The JPA does not protect the member jurisdictions general fund.

A jurisdiction can withdraw from the CCA at any time; this has not happened thus far in any of the established CCAs. WRCOG recommends that in the event a jurisdiction wishes to withdraw, that it provide notice and stipulate that the CCA not purchase any additional power on behalf of that jurisdiction's constituents.

The documents presented today are draft documents, to be used as a template in staff's presentation to interested jurisdictions. Today's requested actions do not bind WRCOG or any of its member jurisdictions to participate in the CCA. Participation determination must occur at the local jurisdictions' City Council / Board of Supervisors meetings. Tweaks to the documents are anticipated.

The documents are very broad so that the CCA Board has flexibility in implementing programs without amending the JPA. The JPA does not distinguish between initial participants and those which join at a later date. There are no costs for a jurisdiction to join or participate in the CCA; however, membership dues could be added in the future if determined by the CCA Board. In order for a jurisdiction to avoid any significant liability should it desire to exit the JPA, jurisdictions are recommended to provide notice to the CCA so that the CCA does not purchase power for that jurisdiction's residents, and allow the contract to expire.

The three-year administration term is modeled after an existing agreement between WRCOG and the Riverside County Habitat Conservation Agency. This time-frame will allow for the CCA to get up and running, and can be terminated earlier if desired. The Bylaws were designed with flexibility so that the CCA could define its own powers.

WRCOG is working with The Creative Bar, the consultant chosen to develop a CCA brand that will represent this subregion. Staff from WRCOG and its member jurisdictions have participated in several interactive sessions with The Creative Bar.

WRCOG will partner with The Energy Authority to launch the CCA.

Jeff Fuller of The Energy Authority (TEA), introduced himself and the firm to the Executive Committee. TEA is celebrating its 20-year anniversary this month, is owned by eight large public utility companies across the country, and serves 40+ entities on a fee-for-service basis. TEA partners with Calpine Energy Solutions and LEAN Energy U.S.

TEA will defer all costs until after the CCA launches. TEA would use existing contractual arrangements for the initial power supplies. TEA will also cover initial invoices until the CCA realizes revenues.

Ms. Spoonhour indicated that staff are reaching out to member jurisdictions to schedule presentations. Jurisdictions have the option to join the CCA either before the launch, after the launch, or not at all. Today's requested actions do not bind WRCOG or its member jurisdictions from participating in the CCA since the CCA will be its own agency.

Requested Action number three is being revised to exclude EES Consulting, as this consultant performed WRCOG's feasibility study. Staff requests a separate agreement be executed with EES Consulting for rate setting and CPUC / regulatory services due to potential conflicts of interest.

Chairwoman Franklin clarified that the presented JPA and Bylaws documents are templates and non-binding. Today's requested actions are to keep this item moving forward.

Jeane Ensley-Rossitey spoke in opposition to renewable energy.

Patrice Lynes spoke in opposition to government running an electric business.

Mike Rosseter spoke in opposition to repetition of bureaucracy.

Dr. Neuman spoke in opposition to shadow / regional governments and CCA Programs.

Greg Susca spoke in opposition to government-run programs.

Gary Gileno spoke in opposition to CCAs.

Tressy Capps spoke in opposition to CCAs.

Rosario Avila spoke in opposition to CCAs.

Chairwoman Franklin closed the public comment period.

Committee member Laura Roughton asked that the presented "draft" documents be referred to as "template" documents.

Committee member Lloyd White motioned to table this discussion to the next meeting in order to receive more financial information on the CCA. Committee member Neil Winter seconded. The vote to table the discussion did not pass.

- Actions:**
1. *Approved the CCA Joint Powers Agreement and Bylaws, recognizing that the document are templates for future discussion.*
 2. *Approved the draft agreement between WRCOG and the CCA for staffing services.*
 3. *Directed and authorized the Executive Director to negotiate and enter into an agreement with The Energy Authority to provide CCA Operational Services.*
 4. *Directed and authorized the Executive Director to negotiate and enter into an agreement with EES Consulting for rate setting and CPUC / regulatory services, and directed WRCOG legal counsel*
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to submit a request for an opinion from the FPPC regarding conflict of interest concerns.

RESULT:	APPROVED AS RECOMMENDED [11 TO 3]
MOVER:	City of Temecula
SECONDER:	City of Jurupa Valley
AYES:	Banning, Canyon Lake, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Murrieta, Norco, Perris, Temecula, EMWD
NAYS:	Beaumont, Calimesa, Morongo
ABSTAIN:	Menifee
ABSENT:	Corona, Moreno Valley, Riverside, San Jacinto, Wildomar, Districts 1, 2, 3, and 5, WMWD

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

The Technical Advisory Committee Chairman was not present.

8. REPORT FROM COMMITTEE REPRESENTATIVES

There were no reports from Committee representatives.

9. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop reported that due to the upcoming solar eclipse, the California Public Utilities Commission is encouraging local jurisdictions to pledge to save energy during the eclipse. Mr. Bishop introduced Casey Dailey, WRCOG's new Director of Energy & Environmental Programs.

10. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

11. GENERAL ANNOUNCEMENTS

Committee member Laura Roughton announced that the Louis Robidoux Library is offering eclipse viewing safety classes.

Committee member Adam Rush announced that Troop 803 is putting on a special needs game for children with disabilities this Saturday.

12. CLOSED SESSION

There were no reportable actions.

13. NEXT MEETING

The next WRCOG Executive Committee meeting is scheduled for Monday, September 11, 2017, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.

14. ADJOURNMENT

The meeting adjourned from Closed Session at 4:21 p.m.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Program Activities Update

Contact: Christopher Gray, Director of Transportation, cgray@wrcog.us, (951) 955-8304

Date: September 11, 2017

The purpose of this item is to request that the Executive Committee approve two Reimbursement Agreements and two Amendments for TUMF projects and to provide an update on member jurisdiction adoption of the TUMF Ordinance for the 2016 TUMF Nexus Study.

Requested Actions:

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Murrieta for the Keller Road / I-215 Interchange Project in an amount not to exceed \$2,250,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Magnolia Avenue Grade Project in an amount not to exceed \$12,025,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Newport Road / I-215 Interchange Project in an amount not to exceed \$5,704,840.
4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Corona for the Foothill Parkway Widening Project in an amount not to exceed \$1,573,150.

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participate in the Program through an adopted ordinance, collect fees from new development, and remit the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission, groupings of jurisdictions—referred to as TUMF Zones—based on the amounts of fees collected in these groups, and the Riverside Transit Agency.

TUMF Reimbursement Agreements

Two Reimbursement Agreements and two Amendments for TUMF projects are summarized below.

City of Murrieta (one agreement):

1. Keller Road / I-215 Interchange Project in the amount of \$2,250,000: This Project will widen the existing two lane underpass to four lanes, construct auxiliary lanes between Keller Road and Scott Road, and add northbound and southbound on- and off-ramps. This Reimbursement Agreement is for the Planning and Engineering phases of the Project.

County of Riverside (two amendments):

1. Magnolia Avenue Grade Separation Project in the amount of \$12,025,000: This Reimbursement Agreement amends an earlier agreement to provide funding for the Project's Right-of-Way and

Construction phases, and increases the funding from \$9,200,000 to \$12,025,000.

2. Newport Road / I-215 Interchange in the amount of \$5,704,840: This Reimbursement Agreement amends an earlier agreement to provide funding for the Project's Construction phase and increases the funding from \$5,440,340 to \$5,704,840.

City of Corona (one agreement):

1. Foothill Parkway Widening Project in the amount of \$1,573,150: This Project widened Foothill Parkway to its ultimate width between California Avenue and I-15. The Project included widening Foothill Parkway from two lanes to four lanes. This Reimbursement Agreement is for the Construction phase of the Project.

Revised TUMF Nexus Study

On July 10, 2017, the Executive Committee approved the 2016 TUMF Nexus Study, which included comprehensive updates to the growth forecast, TUMF Network, and unit cost assumptions. The Executive Committee approved the Study and recommended TUMF participating agencies to update their fees by amending their applicable TUMF Ordinances to reflect changes in the TUMF Network and the costs to construct facilities. For reference, below is the TUMF schedule approved by the Executive Committee.

Land Use type	November 1 – June 30, 2019	July 1, 2019 – June 30, 2020	After July 1, 2020
Single-family residential	\$8,873	\$9,146	\$9,418
Multi-family residential	\$6,134	\$6,134	\$6,134
Industrial	\$1.77	\$1.77	\$1.77
Retail	\$7.50	\$7.50	\$7.50
Service	\$4.56	\$4.56	\$4.56
Class A & B Office	\$2.19	\$2.19	\$2.19

Staff distributed the TUMF Ordinance / Resolution to member agencies on July 11, 2017, for review and to present to Council / Board of Supervisors / March JPA for review and approval. As of this writing the Cities of Banning, Beaumont, Calimesa, Corona, Hemet, Jurupa Valley, Norco, San Jacinto and Temecula have adopted the Ordinance through first reading. The following jurisdictions have currently scheduled meetings to adopt the Ordinance: Canyon Lake, Eastvale, Menifee, Moreno Valley, Murrieta, Perris, and Riverside. Staff is working with the remaining agencies to determine the dates that the TUMF Ordinance will be presented for review.

Staff is also scheduling individual meetings with members and workshops to provide updates on the 2016 TUMF Nexus Study and any other TUMF-related items. Meetings have been held or scheduled with the following jurisdictions: Banning, Beaumont, Calimesa, Corona, Murrieta, Riverside, Temecula and March JPA.

Prior Action:

August 7, 2017:

The Executive Committee 1) authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley for the Heacock Street Widening Project in an amount not to exceed \$1,100,000; 2) authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Ethanac Road Widening Project in an amount not to exceed \$500,000; and 3) authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Nuevo Road Widening Project in an amount not to exceed \$499,806.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachments:

1. Reimbursement Agreement with the City of Murrieta for the Keller Road / I-215 Interchange.
2. Reimbursement Agreement Amendment with the County of Riverside for the Magnolia Avenue Grade Separation.
3. Reimbursement Agreement Amendment with the County of Riverside for the Newport Road / I-215 Interchange.
4. Reimbursement Agreement with the City of Corona for the Foothill Parkway Widening Project.

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Item 4.B

TUMF Program Activities Update

Attachment 1

Reimbursement Agreement with the
City of Murrieta for the Keller Road /
I-215 Interchange

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
KELLER ROAD / I-215 INTERCHANGE
PLANNING AND ENGINEERING PHASES**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this 1st day of August, 2017, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Murrieta, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the **Keller Road / I-215 Interchange**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Two Million, Two Hundred**

Fifty Thousand Dollars (\$2,250,000.00) to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG’s decision as to the eligibility of one or more invoices to WRCOG’s Executive Director. The WRCOG Executive Director shall

provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **Kim Summers, City Manager** or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Murrieta
 1 Town Square
 Murrieta, CA 92562
 Attn: City Manager
 Telephone: 951-461-6010
 Facsimile: 951-698-9885

If to WRCOG: Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3609
 Attention: Christopher Gray, Director of Transportation
 Telephone: (951) 955-8304
 Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF MURRIETA

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Rick Gibbs
Mayor

Approved to Form:

Attest:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

By: _____ Date: _____
A. Kay Vinson
Interim City Clerk

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK: Widen existing two lane 1-215/Keller Road underpass to four lanes (two in each direction), add auxiliary lanes between Keller Road and Scott Road, add north bound and southbound on/off ramps and 2 lane traffic circles at the ramp termini. Widen the existing bridge over Keller road to accommodate new southbound loop off ramp. Provide new access roads to service the properties affected by the closure of Antelope Road.

This Reimbursement Agreement is for the Planning and Engineering Phases only.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$1,000,000	\$922,000	\$1,922,000
PS&E	\$1,250,000	\$930,000	\$2,180,000
RIGHT OF WAY		\$7,000,000	\$7,000,000
CONSTRUCTION		\$14,350,000	\$14,350,000
TOTAL	\$2,250,000	23,202,000	\$25,452,000

This Reimbursement Agreement is for the Planning and Engineering Phases only.

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	1/2019	\$1,922,000	
PS&E	3/2019	\$2,180,000	
RIGHT OF WAY	3/2019	\$7,000,000	
CONSTRUCTION	11/30/2020	\$14,350,000	
TOTAL		\$25,452,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3) _____

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<u>[__insert charges__]</u>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
 This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
 Total Invoice to Date:	 \$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
 Amount Due this Invoice:	 \$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
 Name
 Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
 PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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Item 4.B

TUMF Program Activities Update

Attachment 2

Reimbursement Agreement
Amendment with the County of
Riverside for the Magnolia Avenue
Grade Separation

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**AMENDMENT NO. 2 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

**MAGNOLIA AVENUE GRADE SEPARATION PROJECT
(LINCOLN STREET TO BUCHANAN STREET)
(Right of Way and Construction Phases)**

This Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 2”) is entered into this _____ day of _____, 201_, by and between the **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”)** and **COUNTY OF RIVERSIDE (“AGENCY”)**. WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **March 5, 2012** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Magnolia Avenue Grade Separation Project (Lincoln Street to Buchanan Street)** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement” that is dated February 4, 2014 (“Amendment No. 1”).

C. The Parties desire to amend the Agreement as amended by Amendment No. 1 by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. The funding amount specified in the Agreement is being amended to match the

funding amount shown in the current Northwest Zone 5-year Transportation Improvement Plan (TIP) for this project. Funds are being increased for this Project because new funding has become available.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement as amended by Amendment No. 1 is hereby increased by **Two Million Eight Hundred Twenty Five Thousand Dollars (\$2,825,000)** from **Nine Million Two Hundred Thousand Dollars (\$9,200,000)** to an amount not to exceed **Twelve Million Twenty Five Thousand Dollars (\$12,025,000)** for the Right-of-Way and Construction Phases Only.
2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.
3. AGENCY's Local Match Contribution. AGENCY funding is not required as shown in Exhibit "A" attached hereto.
4. Exhibits "A", "A-1", and "A-2" of the Agreement as amended by Amendment No. 1 are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 2 which are attached hereto and incorporated by reference.
5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 2.

6. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement as amended, shall remain in full force and effect between the Parties hereto.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives to be effective on the day and year first written above.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**

RECOMMENDED FOR APPROVAL:

By: _____
Rick Bishop,
Executive Director

By: _____
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Steven C. DeBaun
General Counsel

By: _____
County Counsel

APPROVAL BY THE COUNTY BOARD
OF SUPERVISORS:

By: _____ Date : _____
Chairman, Riverside County Board of
Supervisors

ATTEST:

By: _____ Date : _____
Kecia Harper-Ihem
Clerk of the Board

Exhibit A**SCOPE OF SERVICES****Magnolia Avenue Grade Separation****Project Description:**

Magnolia Avenue is a four-lane Arterial Highway that provides primary access to commercial, industrial and residential land uses in the Home Gardens Community of Riverside County, which neighbors the City of Riverside to the east and City of Corona to the north and west. A Burlington Northern Santa Fe (BNSF) at grade crossing currently exists on Magnolia Avenue between Lincoln Street and Buchanan Street. This Project will grade separate the current at-grade crossing by raising the roadway over the railroad and constructing a six-lane capacity bridge that will span over the railroad tracks.

The preliminary engineering and environmental (PA&ED) and final design (PS&E) phases have been completed. The Right of Way and Construction phases will be completed in Fiscal Year 2017/18.

Phases of Work under this Agreement:

The project phases included in this Agreement consist of the Right of Way and Construction phases only. Environmental and Engineering phases of this Project are included in a separate TUMF funding agreement and not a part of this Agreement.

EXHIBIT “A-1”

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	N/A	N/A	N/A
PS&E	N/A	N/A	N/A
RIGHT OF WAY	\$3,639,000	N/A	\$3,639,000
CONSTRUCTION	\$8,386,000	N/A	\$8,386,000
Total Approved by WRCOG	\$12,025,000		

EXHIBIT "A-2"
PROJECT SCHEDULE

Phase	START DATE	COMPLETION DATE
PA&ED	N/A	N/A
PS&E	N/A	N/A
ROW	FY 10/11	FY 17/18
CON	FY 13/14	FY 17/18

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Item 4.B

TUMF Program Activities Update

Attachment 3

Reimbursement Agreement
Amendment with the County of
Riverside for the Newport Road / I-
215 Interchange

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**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT
NEWPORT ROAD/I-215 INTERCHANGE
CONSTRUCTION PHASE**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 201_, by and between the **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS** (“WRCOG”) and **COUNTY OF RIVERSIDE** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **March 10, 2015** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Newport Road/I-215 Interchange Project** (hereinafter the “Project”).

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

C. The funding amount specified in the Agreement is being amended to match the funding amount shown in the current Central Zone 5-year Transportation Improvement Plan (TIP) for this project. Funds are being increased for this Project because new funding has become available.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the

conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Two Hundred Sixty Four Thousand Five Hundred Dollars (\$264,500)** from **Five Million Four Hundred Forty Thousand Three Hundred Forty Dollars (\$5,440,340)** to an amount not to exceed **Five Million Seven Hundred Four Thousand Eight Hundred Forty Dollars (\$5,704,840)** for the Construction Phase Only.

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. AGENCY's Local Match Contribution. AGENCY's local match contribution will remain the same as shown in Exhibit "A" attached hereto.

4. Exhibits "A", "A-1", and "A-2" of the Agreement are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 1 which are attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

6. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement as amended, shall remain in full force and effect between the Parties hereto.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**

RECOMMENDED FOR APPROVAL:

By: _____
Rick Bishop,
Executive Director

By: _____
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Steven C. DeBaun
General Counsel

By: _____
County Counsel

APPROVAL BY THE COUNTY BOARD
OF SUPERVISORS:

By: _____ Date : _____
Chairman, Riverside County Board of
Supervisors

ATTEST:

By: _____ Date : _____
Kecia Harper-Ihem
Clerk of the Board

Exhibit A**SCOPE OF SERVICES****Newport Road/I-215 Interchange****Project Description:**

The Newport Road/I-215 Interchange is located in the City of Menifee within southwestern Riverside County. The existing Newport Road/I-215 Interchange configuration is commonly referred to as a "diamond" interchange.

The Project consists of reconstructing the Newport Road/I-215 Interchange utilizing a modified partial cloverleaf interchange configuration. This will involve reconfiguring the existing freeway ramps, adding two new loop on-ramps, and reconstructing the current overcrossing structures by replacing the eastbound bridge structure and widening the westbound bridge structure. The new overcrossing will have eight lanes wide structure spanning over I-215. The bridge cross-section includes six through lanes, two dedicated on-ramp approach lanes, a median and shoulders. In addition, the Salt Creek Bridge just to the north of the interchange on I-215 is anticipated to be widened to accommodate the realigned northbound on-ramp.

Newport Road will be improved between Haun Road and Antelope Road. The widening on Newport Road will vary to accommodate the proposed geometry of the interchange modifications. Improvements on Newport Road include new traffic signals at the freeway/ramp intersections.

The preliminary engineering and environmental (PA&ED), final design (PS&E) and right-of-way (R/W) phases have been completed. The Construction phase will be completed in Fiscal Year 2017/18.

Phase of Work under this Agreement:

The phase of work included in this Agreement is construction phase only. PA&ED phase of this Project is included in a separate TUMF funding agreement and not a part of this Agreement.

EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF	LOCAL	FEDERAL	TOTAL
PA&ED	N/A	N/A	N/A	N/A
PS&E	N/A	N/A	N/A	N/A
RIGHT OF WAY	N/A	N/A	N/A	N/A
CONSTRUCTION	\$5,704,840	(See Note 1) \$19,120,000	(See Note 2) \$14,625,000	\$39,449,840
Total Approved by WRCOG	\$5,704,840			

Notes:

1. Local Funds are comprised of County Road and Bridge Benefit District (RBBD) funds (\$1,245,000) and City of Menifee funds (\$17,875,000).
2. Federal Funds are Surface Transportation Program (STP) dollars and require a match from Local Funds.

EXHIBIT “A-2”
PROJECT SCHEDULE

Phase	START DATE	COMPLETION DATE
PA&ED	N/A	N/A
PS&E	N/A	N/A
ROW	N/A	N/A
CON	FY 14/15	FY 17/18

Item 4.B

TUMF Program Activities Update

Attachment 4

Reimbursement Agreement with the
City of Corona for the Foothill
Parkway Widening Project

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
FOOTHILL PARKWAY WIDENING
TEDDY BEAR LANE TO TAMARISK LANE
CONSTRUCTION PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of _____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and City of Corona (“AGENCY”), a California municipal corporation, a subdivision of the State (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **Foothill Parkway Widening Teddy Bear Lane to Tamarisk Lane**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million Five Hundred**

Seventy Three Thousand One Hundred Fifty Dollars (\$1,573,150.00), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG’s decision as to the eligibility of one

or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. The AGENCY shall provide at least **Two Hundred Twenty One Thousand Six Hundred Thirty Seven Dollars (\$221,637)** of funding toward the Work, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **Nelson D. Nelson, Public Works Director/City Engineer**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the

event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY,

in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Corona
 Attention Nelson D. Nelson
 400 S. Vicentia Avenue
 Corona, CA 92882
 Telephone: (951) 817-5765
 Facsimile: (951) 279-3627

If to WRCOG: Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3609
 Attention: Christopher Gray, Director of Transportation
 Telephone: (951) 955-8304
 Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF CORONA

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Nelson D. Nelson
Public Works Director/City Engineer

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

EXHIBIT “A”**SCOPE OF WORK**

SCOPE OF WORK: The City of Corona is requesting the following phases of work to be performed under this agreement:

- Construction of this project will complete the widening of Foothill Parkway to its ultimate width between California Avenue and State Route 15. The street improvement portion of this project includes widening this section of Foothill Parkway from two lanes to four lanes; construction of new landscaped medians with drought tolerant plants; installation of retaining wall, curb and gutter, and LED street lights; extension of interconnect conduit to California Avenue; and completion of storm drain improvements.

The Plans and Specifications for this project were completed by Willdan Engineering, and reviewed by City staff. The project was advertised per Public Contract Code requirements and City Ordinance, and is ready for adoption and award.

Construction Management will be performed by a consultant. City staff will provide inspection oversight. Construction commenced in October 2016, and was completed in March 2017.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
CONSTRUCTION	\$1,573,150	\$221,637	\$1,794,787
TOTAL	\$1,573,150	\$221,637	\$1,794,787

EXHIBIT "A-2"
PROJECT SCHEDULE

TIMETABLE:

Phase	Completion Date	Cost	Comments
CONSTRUCTION	March 13, 2017	\$1,794,787	Project is Complete
TOTAL			

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$____INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3) _____

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	[__insert charges__]
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
 This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
 Total Invoice to Date:	 \$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
 Amount Due this Invoice:	 \$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
 Name
 Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
 PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Regional Streetlight Program Activities Update

Contact: Tyler Masters, Program Manager, tmasters@wrcog.us, (951) 955-8378

Date: September 11, 2017

The purpose of this item is to provide the Committee with an update on the steps member jurisdictions are taking to acquire their streetlights and participate in the Regional Streetlight Program, request approval of a consultant selected to conduct retrofit and maintenance for the Program, and to provide an update on the finalization of the LightSuite document.

Requested Actions:

1. Direct the Executive Director to enter into contract negotiations with Siemens Industry, Inc., Intelligent Traffic Systems, for regional streetlight retrofit and ongoing operations & maintenance services once jurisdictional streetlights have been acquired.
2. Approve the LightSuite final document.

WRCOG's Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases: 1) streetlight inventory; 2) procurement and retrofitting of streetlights; and 3) ongoing operations and maintenance. The overall goal of the Program is to provide significant cost savings to the member jurisdictions.

Background

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned / operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will then be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs, reduced energy use, and improvements in public safety). Local control of the streetlight system allows jurisdictions opportunities to enable future revenue generating opportunities such as digital-ready networks, and telecommunications and information technology strategies.

The goal of the Program is to provide cost-efficiencies for local jurisdictions through the purchase, retrofit, and maintenance of streetlights within jurisdictional boundaries, without the need of additional jurisdictional resources. As a regional Program, WRCOG is working with jurisdictions to move through the acquisition process, develop financing recommendations, develop / update regional and community-specific streetlight standards, and implement a regional operations and maintenance agreement that will increase the level of service currently being provided by SCE.

Regional streetlight acquisition update

To date, 11 jurisdictions (listed below) have decided to move forward, sign a Purchase and Sales Agreement and acquire current SCE-owned streetlights within their jurisdictional boundaries. Collectively, these account

for nearly 48,000 streetlights within Western Riverside County. Once the Agreement is signed by the jurisdiction, SCE will transmit the Agreement to the California Public Utilities Commission (CPUC) for review and approval. The CPUC approval process can take up to 12 months (depending on valuation price of the streetlights). Jurisdictions with estimated streetlight sales prices exceeding \$5 million will move forward in the CPUC process as a “full filing,” which requires further CPUC action and can take upwards of four to 12 months for approval. According to other Southern California cities that successfully progressed through the process, the timeline has been slightly quicker for CPUC approval of full filings. For jurisdictions with estimated streetlights sales prices of under \$5 million, those will move forward in the CPUC process as an “advice filing,” and can be administratively approved within two to six months.

On August 30, 2017, the City of Murrieta filed its application with the CPUC. Murrieta is the first city in Western Riverside County to enter this phase of the process and the remaining 10 jurisdictions are nearing this stage. Staff will keep the Committee updated as jurisdictions progress through the acquisition process.

Acquisition process schedule: The table below provides the estimated status for each jurisdiction participating in the Program. This timeline is tentative and subject to change depending on review conducted by SCE and the CPUC.

Acquisition Process	Agreement Executed	SCE Review	SCE sends to CPUC	CPUC approval date	SCE transition start	Estimated retrofit start
Retrofit, O&M, LED fixture, and financing GOALS				Retrofit, O&M service selection GOAL	Finance Closing and LED selection GOAL	LED fixture delivery date GOAL
<i>Example City</i>	<i>Start date</i>	<i>+ 30 days</i>	<i>+ 30 days</i>	<i>+ 45 days (120 for full)</i>	<i>+ 60 days</i>	<i>+ 30 days</i>
Eastvale	7/26/2017	Complete	8/25/2017	10/9/2017	12/8/2017	1/7/2018
Hemet	8/7/2017	Complete	10/6/2017	11/20/2017	1/17/2018	2/19/2018
Jurupa Community Services District	7/20/2017	Complete	8/19/2017	10/3/2017	12/2/2017	1/1/2018
Lake Elsinore	8/9/2017	Complete	9/8/2017	10/23/2017	12/22/2017	1/21/2018
Menifee	8/1/2017	Complete	8/31/2017	10/15/2017	12/14/2017	1/13/2018
Moreno Valley	TBD	Complete				
Murrieta	7/27/2017	Complete	8/30/2017 (SCE date of submittal)	10/14/2017	12/13/2017	1/12/2018
Perris	8/8/2017	9/7/2017	10/7/2017	11/21/2017	1/20/2018	2/19/2018
San Jacinto	8/7/2017	9/6/2017	10/6/2017	11/20/2017	1/19/2018	2/18/2018
Temecula	7/24/2017	Complete	8/23/2017	12/21/2017	2/19/2018	3/21/2018
Wildomar	7/24/2017	8/23/2017	9/22/2017	11/6/2017	1/5/2018	2/4/2018
						One phase = 3,000/poles/month

Streetlight retrofit and operations & maintenance services

After a city acquires the streetlights within their boundaries, SCE will no longer provide operations or maintenance to those streetlights, but they will continue to maintain the underground wiring that connects the streetlight systems to the electrical grid; however, the jurisdiction will own, and need to maintain and operate, the streetlight fixture and pole from the base of the pole up. On March 10, 2017, WRCOG issued a Streetlight Retrofit, Operations & Maintenance Request for Proposals (RFP) to seek a vendor that would provide cost

effective services to support the transition of current streetlight technologies (high and low-pressure sodium vapor) lights to LED lighting, maintain and respond to streetlight outages and pole knockdowns / damaged poles, and increase the overall level of service to the participating jurisdictions. The selected vendor will work with WRCOG and jurisdictional staff to provide supplemental assistance with recording documents for each streetlight, installation of housing shields, complying with all state mandated laws, and coordinating the proper removal and disposal of any hazardous materials.

WRCOG received seven responses to the RFP and representatives the Cities of Lake Elsinore, Murrieta, San Jacinto, and Temecula, and staff from WRCOG and its financial Advisor (PFM) formed an evaluation committee to review and score all proposals.

During the week of June 19, 2017, the evaluation committee interviewed a short-list of four top proposers focusing on the following requirements: 1) experience with streetlight retrofit projects; 2) operating and maintaining streetlights; and 3) overall pricing in relation to the proposed scope of work.

During the week of July 24, 2017, the evaluation committee held second interviews with the top two candidates, focusing on their online work order management systems. The work order management system is the mechanism that streetlight technicians, WRCOG and participating jurisdictions, and residents could use to submit maintenance requests and manage work orders for streetlight maintenance. After the second round of interviews, the evaluation committee recommended Siemens Industry Inc., Intelligent Traffic Systems (Siemens) as the selected vendor.

Staff is requesting the Executive Committee authorize the Executive Director to enter in contract negotiations with Siemens. The contract will be provided for Executive Committee review and approval in October.

LightSuite outdoor lighting resource

LightSuite is a document comprised of seven outdoor lighting resources developed to help jurisdictions with the implementation and regulation of outdoor lighting, including street lighting, as they move to install new and retrofit existing streetlights within their communities. This document incorporates analysis from the Streetlight LED Demonstration Area held in the City of Hemet, analysis of existing lighting regulations, and technical input and recommendations from Palomar Mountain, CalTech, and the American Medical Association. The Streetlight LED Demonstration Area featured over 150 lighting fixtures from 12 different lighting manufactures; WRCOG hosted five guided tours through the Demonstration Area to identify preferred lighting color, brightness, and overall visual comfort. Tour attendees included elected officials, public safety officials, city staff, astronomers, lighting specialists, and residents throughout Riverside and San Bernardino Counties. Among other feedback, the results from the tour indicated that a color temperature of 2700 Kelvin (warmer white light) is preferred to rather than the 3000 Kelvin (slightly cooler white light) lighting.

The LightSuite contains seven components:

- **LightSuite 1:** LED lighting fixtures for new and relocated street lighting systems
 - o Provides a review of specifications for the selection of new and relocated LED street lighting systems.
- **LightSuite 2:** Design standards for new or relocated street lighting
 - o Provides a review of standards for street lighting.
- **LightSuite 3:** LED lighting fixtures for replacement of cobra head street lighting systems
 - o Suggested specification sheets for replacement of legacy high intensity discharge street lighting systems, known as cobra head streetlights.
- **LightSuite 4:** Design standards for LED replacement street lighting
 - o Provides information on standards for replacement of existing street lighting with new LED technology that will help mitigate light pollution, reduce energy consumption, and minimizing light trespass on neighboring properties.

- **LightSuite 5:** Proposed Riverside County Ordinance No. 655P Regulating Outdoor Lighting
 - o Proposed language for amendments to an existing ordinance that would help provide additional regulations for outdoor lighting, mitigate light pollution and improve nighttime environments for astronomy and the Palomar Observatory.
- **LightSuite 6:** Proposed modernization of Riverside County Ordinance No. 915P Regulating Outdoor Lighting
 - o Proposed language to modernize an existing ordinance that illustrates requirements for outdoor lighting, health, property and residential areas.
- **LightSuite 7:** Template community outdoor lighting ordinance
 - o Sample language for jurisdictional use to illustrate goals to promote and protect public health, safety, welfare, and quality of life by establishing regulations for outdoor lighting.

The LightSuite package is intended to provide template lighting design standards for local jurisdictions to use, as related to existing streetlight system retrofits and new installations. The package is not intended to recommend one manufacturer over another, but simply to provide minimum technology specifications for local jurisdictions to use as a resource when selecting LED fixtures.

Staff presented the draft LightSuite document to its Planning Directors and Public Works Committees numerous times for input, and the attached document incorporates their feedback.

The Palomar Observatory also submitted a letter stating their support of the Regional Streetlight Program, which states the work being done by WRCOG is assisting with reducing light pollution and staff at Palomar Observatory are in accordance with the implementation of a color temperature lower than 3000 Kelvin within Western Riverside County.

Furthermore, the LightSuite document also provides input to jurisdictional staff on how to select a lighting fixture for their community keeping in mind the following guidelines: 1) lighting temperature between 2700 & 3000 Kelvin; 2) lighting fixture must be Design Light Consortium (DLC) qualified; and 3) lighting fixture must be 10-year warranty guaranteed.

Staff is requesting the Executive Committee approve the LightSuite document, which is intended to be used as a guiding template for jurisdictions in Western Riverside County to assist with future development of outdoor lighting standards, ordinances, and plans.

Prior Actions:

August 17, 2017: The Technical Advisory Committee received report.
August 10, 2017: The Public Works' Committee received report.
August 10, 2017: The Planning Directors' Committee received report.

Fiscal Impact:

Activities for the Regional Streetlight Program are included in the Agency's adopted Fiscal Year 2017/2018 Budget in the Energy Department.

Attachment:

1. LightSuite final document.

Item 4.C

Regional Streetlight Program
Activities Update

Attachment 1

LightSuite final document

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WRCOG LightSuite For Outdoor Lighting Regulations

September 5, 2017

Introduction

Most communities have some sort of outdoor lighting regulation. Older regulations tend to focus on preventing objectionable light trespass and overlighting of sites, but more recently ordinances strive to prevent environmental impacts and to preserve dark skies at night for astronomy and star-gazing. The urgency of creating modernized lighting regulations recently increased dramatically with the 2016 announcement by the American Medical Association (AMA) of its concern about the impact on human health and the environment caused by some types of LED lighting.

Riverside County is one of the first governing bodies in the world to restrict outdoor lighting to preserve the dark night sky. While the intent was primarily to benefit the Palomar Observatory, it also served to maintain one of the largest areas of dark skies in populated areas of Southern California, considered by many to be a significant contribution to quality of life in the County. But the original ordinances have been rendered obsolete by Light-emitting diode (LED) technology. In fact, LED lighting is now being installed throughout the County and without modern regulations, years of care and concern will be quickly undone by the careless installation of LED's that don't meet the recommendations of the AMA.

As part of the WRCOG Regional Streetlight Program, a group of modern lighting regulation documents and resources, called the LightSuite, has been developed for use by WRCOG member jurisdictions. In addition to ensuring that all LED lighting complies with AMA recommendations, LightSuite proposes modernization to all existing ordinances and coordinates them with State of California outdoor lighting regulations put in place since 2006. Properly implemented, LightSuite will help improve planning, permitting and enforcement in every community.

In addition, the technical aspects of LightSuite have been reviewed by CalTech's principal astronomers and scientists and determined to be consistent with best practices to mitigate light pollution that could affect the work of Palomar Observatory and CalTech.

Regulating Outdoor Lighting

In California, outdoor lighting became restricted by the California Code of Regulations on January 1, 2006. Title 24 Part 1 instituted a statewide lighting zone system. It has default zones for the entire state, but communities can change the zones throughout their jurisdiction. Title 24 Part 6, the Energy Efficiency standards, restrict the amount of light by limited power (watts) and energy per zone and need – including, to a certain extent, signs. Title 24, Part 11, CAL Green, the statewide sustainability code, restricts upward light, glare and off-site impacts per the lighting zone using the BUG (Backlight, Uplight, Glare) rating system for outdoor lighting. **Communities already have these tools** to regulate lighting through planning, permitting and inspection of all new buildings as well as for renovations, remodeling and additions.

Title 24 alone does not restrict residential lighting in specific important ways that have been proven to be needed for communities to resolve the common complaints among neighbors. It also does not restrict streetlights. Jurisdictions must individually develop or modernize and implement several standards and regulations to address remaining community outdoor lighting components:

1. A **lighting ordinance** regulating lighting for buildings, site development such as parking lots and walkways, and other uses of outdoor lighting other than streets or signs.
2. A **design standard** that specifies the design of street lighting for developer projects that will become part of the community lighting system.
3. **Street lighting standards** for new roadways and intersections and for maintaining or revising existing street lighting.
4. **Specifications** for all LED street lighting products.

The WRCOG LightSuite

This suite of proposed ordinances, standards, and general outdoor lighting resources is provided after multiple rounds of review and input from WRCOG Public Works, Planning Directors, Technical Advisory, Executive Committees and WRCOG member jurisdictional staff for use by WRCOG communities and includes the following:

- LightSuite 1 - Specification of LED Lighting fixtures for New and Relocated Street Lighting Systems
- Light Suite 2 – Design Standards for New or Relocated Street Lighting
- LightSuite 3 – Specifications of LED Lighting fixtures for Replacement of Cobrahead Street Lighting Systems
- LightSuite 4 – Design Standards for LED Replacement Street Lighting
- LightSuite 5 – Proposed Riverside County Ordinance 655P Regulating Outdoor Lighting
- LightSuite 6 – Proposed Modernization of Riverside County Ordinance 915P Regulating Outdoor Lighting
- LightSuite 7 – Template Community Outdoor Lighting Ordinance

For questions concerning the WRCOG LightSuite or the WRCOG Regional Streetlight Program, feel free to contact Tyler Masters, WRCOG Program Manager, at tmasters@wrcoq.us.

WRCOG LightSuite 1	
Specification of LED Lighting fixtures for New and Relocated Street Lighting Systems	<u>4</u>
WRCOG LightSuite 2	
Design Standards for New or Relocated Street Lighting	<u>16</u>
WRCOG LightSuite 3	
Specifications of LED Lighting fixtures for Replacement of Cobrahead Street Lighting Systems ..	<u>23</u>
WRCOG LightSuite 4	
Design Standards for LED Replacement Street Lighting	<u>35</u>
WRCOG LightSuite 5	
Proposed Riverside County Ordinance 655P Regulating Outdoor Lighting.....	<u>45</u>
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WRCOG LightSuite 7	
Template Community Outdoor Lighting Ordinance	<u>60</u>

**SPECIFICATION OF LED LIGHTING FIXTURES FOR NEW AND RELOCATED STREET
LIGHTING SYSTEMS**

PART 1 – GENERAL**1.1. SCOPE**

Luminaires to be used for new and relocated LED street lighting systems.

1.2. REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

A. American National Standards Institute (ANSI)

1. C136.2-2004 (or latest), American National Standard for Roadway and Area Lighting Equipment—Luminaire Voltage Classification
2. C136.10-2010 (or latest), American National Standard for Roadway and Area Lighting Equipment - Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing
3. C136.15-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification
4. C136.22-2004 (R2009 or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires
5. C136.25-2009 (or latest), American National Standard for Roadway and Area Lighting Equipment – Ingress Protection (Resistance to Dust, Solid Objects and Moisture) for Luminaire Enclosures
6. C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration
7. C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting.

B. American Society for Testing and Materials International (ASTM)

1. B117-09 (or latest), Standard Practice for Operating Salt Spray (Fog) Apparatus
2. D1654-08 (or latest), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
3. D523-08 (or latest), Standard Test Method for Specular Gloss
4. G154-06 (or latest), Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

C. Council of the European Union (EC)

1. RoHS Directive 2002/95/EC, on the restriction of the use of certain hazardous substances in electrical and electronic equipment

- D. DesignLights Consortium (DLC)
 - 1. Qualified Products List (QPL)
- E. Federal Trade Commission (FTC)
 - 1. Green Guides, 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims
- F. Illuminating Engineering Society of North America (IESNA or IES)
 - 1. DG-21-15, Design Guide for Residential Lighting
 - 2. DG-4-03 (or latest), Design Guide for Roadway Lighting Maintenance
 - 3. HB-10-11 (or latest), IES Lighting Handbook, 10th Edition
 - 4. LM-50-99 (or latest), IESNA Guide for Photometric Measurement of Roadway Lighting Installations
 - 5. IES RES-1-16, Measure and Report on Luminaire Dirt Depreciation (LDD) in LED Luminaires for Street and Roadway Lighting Applications
 - 6. LM-61-06 (or latest), Approved Guide for Identifying Operating Factors Influencing Measured Vs. Predicted Performance for Installed Outdoor High Intensity Discharge (HID) Luminaires
 - 7. LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products
 - 8. LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources
 - 9. RP-8-14 ANSI / IESNA American National Standard Practice for Roadway Lighting
 - 10. RP-16-10 (or latest), ANSI/IES Nomenclature and Definitions for Illuminating Engineering
 - 11. TM-3-95 (or latest), A Discussion of Appendix E - "Classification of Luminaire Lighting Distribution," from ANSI/IESNA RP-8-83
 - 12. TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires
 - 13. TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources
- G. Institute of Electrical and Electronics Engineers (IEEE)
 - 1. IEEE C62.41.2-2002 (or latest), IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits
 - 2. ANSI/IEEE C62.45-2002 (or latest), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and Less) AC Power Circuits
- H. National Electrical Manufacturers Association (NEMA)
 - 1. ANSI/NEMA/ANSI C78.377-2008 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products
- I. National Fire Protection Association (NFPA)
 - 1. NFPA-70-14 – National Electrical Code (NEC)

- J. Southern California Edison
 - 1. Standards for services to customer-owned street lighting systems
 - 2. Standard specifications for Public Works Construction (Greenbook) (latest edition), Subsections 700 and 701 and all included cross references
- K. Underwriters Laboratories (UL)
 - 1. 1449, Surge Protective Devices
 - 2. 1598, Luminaires and Poles
 - 3. 8750, Light Emitting Diode (LED) Equipment for Use in Lighting Products
- L. City Standards for Street Lighting

1.3. RELATED DOCUMENTS

- A. LightSuite 2, Design Standards for New or Relocated Street Lighting Systems.

1.4. DEFINITIONS

- A. Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.
 - 1. Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.
 - 2. Clarification: The term “LED light source(s)” is used herein per IES LM-80 to broadly cover LED package(s), module(s), and array(s).

1.5. QUALITY ASSURANCE

- A. Luminaires shall be listed on the Qualified Products List (QPL) of Design Lights Consortium.
- B. Before approval and purchase, furnish luminaire sample(s) of proposed products for inspection and approval.

1.6. LIGHTING SYSTEM PERFORMANCE

- A. Energy Conservation
 - 1. Lighting Controls
 - a. See section 2.1-B below for driver control interface and performance requirements.
 - b. See section 2.1-K below for photocontrol receptacle requirements.
- B. Photometric Requirements
 - 1. Luminaires shall meet the general criteria provided in the body of this specification and the criteria for each luminaire type defined in Table A.

1.7. REQUIRED SUBMITTALS FOREACH PROPOSED LUMINAIRE

- A. Use Table B attached hereto for each proposed luminaire.
- B. General submittal content shall include
 - 1. Completed Table B submittal form

2. Luminaire cutsheets
 3. Cutsheets for LED light sources
 4. Cutsheets for LED driver(s)
 - a. If dimmable LED driver is specified, provide diagrams illustrating light output and input power as a function of control signal.
 5. Cutsheets for surge protection device, if applicable
 6. Instructions for installation and maintenance
 7. Summary of luminaire recycled content and recyclability per the FTC Green Guides, expressed by percentage of luminaire weight
- C. LM-79 luminaire photometric report(s) shall be produced by the test laboratory and include
1. Name of test laboratory
 - a. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure.
 2. Report number
 3. Date
 4. Complete luminaire catalog number
 - a. Provide explanation if catalog number in test report(s) does not match catalog number of luminaire submitted
 - i. Clarify whether discrepancy does not affect performance, e.g., in the case of differing luminaire housing color.
 - ii. If nominal performance of submitted and tested products differs, submit additional LM-79 report(s) and derivation.
 5. Description of luminaire, LED light source(s), and LED driver(s)
 6. Goniophotometry by means of both PDF printed photometric report and .ies file.
 7. Colorimetry
 8. IES TM-21-11 calculations that derive the lumen maintenance (lamp lumen depreciation or LLD) factor applied to photometric calculations specified herein. TM-21 calculations must apply to the maximum LED case temperature from ISTMT, shall not extrapolate beyond six times the duration of available LM-80 test data, and submitted in the spreadsheet format of the ENERGY STAR TM-21 calculator.
- D. Predicted dirt depreciation per IES RES-1-16 Page 72 Tables 7 and 8 for the optical system used.
- E. Computer-generated point-by-point photometric analysis of maintained photopic light levels.
1. Calculations shall be for maintained values, i.e. Light Loss Factor (LLF) < 1.0, where $LLF = LLD \times LDD \times LATF$, and
 - a. Lamp Lumen Depreciation (LLD)
 - i. Shall be 0.8 (L_{80}) for all luminaires
 - b. Luminaire Dirt Depreciation (LDD) per IES RES-1-16 and assuming 5-year cleaning cycle.
 - c. Luminaire Ambient Temperature Factor (LATF) = 1.00

2. Use of IES HB-10 mesopic multipliers
 - a. Shall be disallowed herein, by assuming an S/P ratio of 1.00 for all luminaires.
 3. Calculation/measurement points shall be per IES RP-8.
 4. Software shall be AGI32 using roadway methods and insofar as possible, on representative sections of all planned new or relocated designs.
- F. Summary of Joint Electron Devices Engineering Council (JEDEC) or Japan Electronics and Information Technology Industries (JEITA) reliability testing performed for LED packages
- G. Summary of reliability testing performed for LED driver(s)
- H. Written product warranty as per section 1.8 below
- I. Safety certification and file number
1. Applicable testing bodies are determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratory).

1.8. WARRANTY

- A. Provide a minimum ten-year warranty covering maintained integrity and functionality of
1. Luminaire housing, wiring, and connections
 2. LED light source(s)
 - a. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.
 3. LED driver(s)
 - a. Failure to dim if connected to a control system and using proper components constitutes luminaire failure
- B. Warranty period shall begin upon installation, or as negotiated by owner such as in the case of an auditable asset management system.
- C. Warranty to provide for replacement of product with new product of equivalent appearance, CCT, CRI, and photometric performance.
- D. Upon request prior to approval, manufacturer may be required to provide proof of financial viability which may include any information deemed necessary to determine the manufacturer's ability to fully service their warranty.

PART 2 – PRODUCTS

2.1. LUMINAIRES

A. General Requirements

1. Luminaires shall be as specified for each type in Table B.
2. Luminaire shall have an external label per ANSI C136.15
3. Luminaire shall have an internal label per ANSI C136.22.
4. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
5. Luminaires shall start and operate in -20°C to +40°C ambient.
6. Electrically test fully assembled luminaires before shipment from factory.
7. Effective Projected Area (EPA) of the luminaire shall not exceed the EPA of the luminaire being replaced.
8. Luminaires shall be designed for ease of component replacement and end-of-life disassembly.
9. Luminaires shall be rated for the ANSI C136.31 Vibration Level indicated in Table B.
10. LED light source(s) and driver(s) shall be RoHS compliant.
11. Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.

B. Driver

1. Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperatures indicated in section 2.1-A above.
2. Shall operate at any single-phase voltage between 100 and 277 volts 50/60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent.
3. Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
4. Control signal interface
 - a. Table B submittal should indicate whether the driver is dimmable.
 - b. If dimmable, it should further indicate “0-10”, “1-10”, “DALI”, or “other”.

C. Electrical transient and surge immunity

1. Luminaire shall meet the “Elevated” requirements.

D. Electromagnetic interference

1. Shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
2. Shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

E. Electrical safety testing

1. Luminaire shall be listed for wet locations by an OSHA NRTL.
2. Luminaires shall have locality-appropriate governing mark and certification.

F. Painted or finished luminaire components exposed to the environment

1. Shall exceed a rating of six per ASTM D1654 after 1000hrs of testing per ASTM B117.

2. The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- G. Thermal management
1. Mechanical design of protruding external surfaces (heat sink fins) for shall facilitate hose-down cleaning and discourage debris accumulation.
 2. Liquids or other moving parts shall be clearly indicated in submittals, shall be consistent with product testing, and shall be subject to review by Owner.
- H. IES TM-15 limits for Backlight, Uplight, and Glare (BUG Ratings) shall be as specified for each luminaire type in Table A.
1. Calculation of BUG Ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0.
- I. Minimum Color Rendering Index (CRI): 70.
- J. Correlated Color Temperature (CCT)
1. Nominal 2700K (3000K for certain applications only).
 2. Allowable 2580 to 2870K per IES LM-79.
 3. Allowable -.006 to .006 D_{uv} per IES LM-79.
- K. The following shall be in accordance with corresponding sections of ANSI C136.37
1. Wiring and grounding
 - a. All internal components shall be assembled and pre-wired using modular electrical connections.
 2. Terminal blocks for incoming AC lines
 3. Photo control receptacle
 4. Latching and hinging
 5. Ingress protection
- L. Luminaire Construction
1. Weight
 - a. The net weight of each luminaires less than 46 (21 kg) pounds including mounting devices and backlight shields.
 2. Housing
 - a. Tool-less entry
 - b. Die-cast aluminum alloy meeting ASTM Specification A380. Alternate materials may be considered but shall be submitted to the Owner for review and approval.
 - c. Encloses the mounting hardware, LED arrays, control receptacle, terminal board, and electronic driver.
 - d. Includes a surface to facilitate leveling with a spirit level.
 - e. Integral heat sink characteristics, such that all enclosed components will operate within their designed operating temperatures under expected service conditions. No external or removable heat shields or heat sinks are permitted.
 - f. Designed to encourage water shedding.
 - g. Designed to minimize dirt and bug accumulation on the optic surface.
 - h. Permanently affixed easily-viewable nameplate inside of each luminaire housing containing the manufacturer's name, manufacturer's catalog number, date of manufacture (month and year), plant location, input

power consumption, driver output current, IEC IP Rating, correlated color temperature (CCT), IES light distribution type, IESNA TM-15 BUG ratings, and serial number.

- i. City approved luminescent name plate meeting American National Standard for Roadway and Area Lighting Equipment-Luminaire Field Identification (ANSI C136.15-2015) shall be permanently affixed on the exterior of the Luminaire to be visible from the ground.

3. Mounting Provisions.

- a. Standard heavy gauge slip-fitter clamping assembly suitable for secure attachment over the end of a nominal two 2" IP (2.375" OD) steel pipe with an approved means of clamping it firmly in mounting bracket. The slip fitter mounting clamp must contain an approved shield around the pipe entrance to block the entry of birds.
- b. Leveling adaptor to permit at least 15 degrees of correction to level luminaire with respect to normal to photometric nadir (straight down).
- c. Adaptor fittings for nominal 1.5-inch IP, 1.75-inch IP, 2.25-inch IP and 2.5-inch IP mast arms.

4. Access Door-Panel.

- a. Die-cast aluminum door-panel composed of aluminum alloy A380. Alternate materials may be considered but shall be submitted to the Owner for review and approval.
- b. Provides access to the terminal strip and LED driver.
- c. Hinged to the luminaire housing and suitably latched and fastened at the closing end.
- d. Easily removed.
- e. Captive hardware for the hinge and fastening devices.

5. Hardware.

- a. Machine screws, locknuts, pins and set screws necessary to make a firm assembly, and for its secure attachment to the mast arm, must be furnished in place.
- b. Hardware must be of stainless steel, zinc plated steel, copper silicon alloy or other non-corrosive metal, and where necessary must be suitably plated to prevent electrolytic action by contact with dissimilar metals.

6. Finish.

- a. Polyester powder coat with a minimum 2.0 mil thickness.
- b. Surface texture and paint quality subject to approval.
- c. Color must be as specified in the order.
- d. Finish must exceed a rating of six per ASTM D1654 after 1000 hours of testing per ASTM B117.
- e. The coating must exhibit no greater than 30% reduction of gloss per ASTM D523 after 500 hours of QUV testing at ASTM G154 Cycle 6.

7. Ingress Protection.

- a. Electric compartment housing must have an ingress protection rating of IP54 or better as described in ANSI C136.25-2013.
- b. The optical system must have a minimum rating of IP 66.

- c. Listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Laboratory (NRTL) and have a safety certification and file number indicating compliance with UL 1598.
- 8. LED Optical Arrays
 - a. Factory installed.
 - b. No required field adjustment for specified photometric performance.
- 9. Terminal Block
 - a. High grade molded plastic of the barrier or safety type.
 - b. Within the water tight part of the housing in a readily accessible location.
 - c. Pre-wired to all luminaire components
 - d. Copper plated clamp-type pressure connector approved type for "line" connections, to accommodate wire sizes from #14 to #6 A.W.G.
 - e. Internal component connections either the screw-clamp or quick disconnect type.

2.2. PRODUCT MANUFACTURERS AND PRODUCTS

- A. Specific products proposed for a project should be submitted using Table B along with a physical sample.
- B. Specify products and companies meeting project requirements.
- C. Optimize performance for the existing conditions.

2.3. MANUFACTURER SERVICES

- A. The manufacturer shall provide full support for the project including, but not limited to, AGI-32 lighting calculations, required tests and certifications, and all other services necessary to permit products to be applied as intended by these specifications.
- B. The manufacturer shall notify the contractor immediately of product changes and bulletins and provide new specifications and test reports.
- C. Manufacturer or local sales representative shall provide installation and troubleshooting support in person and shall identify the name of a factory trained sales agent in Riverside County to service the Project.

TABLE A

RECOMMENDED PHOTOMETRIC PERFORMANCE REQUIREMENTS

(Coordinate with LightSuite 4 Decisions)

Less than 5 Kilolumens

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	67% min.		
Backlight (B)	0 or 1		
Uplight (U)	0		
Glare (G)	0 or 1		
House Side Shield Required ¹	If B1, otherwise by request		
Cul-de-sac shield required ²	By request		

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	73% min.	70% min.	63% min.
Backlight (B)	0 or 1		
Uplight (U)	0		
Glare (G)	0 or 1		
House Side Shield Required ¹	If B1, otherwise by request		
Cul-de-sac shield required ²	Yes		

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	76% min.	74% min.	70% min.
Backlight (B)	0, 1 or 2		
Uplight (U)	0		
Glare (G)	0, 1, or 2	0, 1, 2 or 3	0, 1, 2 or 3
House Side Shield Required ¹	If B2, otherwise by request		
Cul-de-sac shield required ²	Yes		

Nominal 12.5 to 17.5 Kilolumens

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	80% min.	76% min.	75% min.
Backlight (B)	0, 1 or 2		
Uplight (U)	0		
Glare (G)	0, 1, or 2	0, 1, 2 or 3	0, 1, 2 or 3
House Side Shield Required ¹	If B2 or B3; otherwise by request		
Cul-de-sac shield required ²	Yes		

Nominal 17.5 to 30 Kilolumens

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	80% min.	76% min.	75% min.
Backlight (B)	0, 1 or 2		
Uplight (U)	0		
Glare (G)	0, 1, or 2	0, 1, 2 or 3	0, 1, 2 or 3
House Side Shield Required ¹	If B2 or B3; otherwise by request		
Cul-de-sac shield required ²	Yes		

Footnotes for all luminaires

- ¹ If installed on a residential street or residential collector; optional to install by request by Owner or as additional service
- ² If installed on a residential cul-de-sac or L intersection
- ³ Without detachable shields

TABLE B
PRODUCT SUBMITTAL FORM

Luminaire Type ¹		
Manufacturer		
Model number		
DLC Listing and Date		
Housing finish color		
Tenon nominal pipe size (inches)		
Nominal luminaire weight (lb)		
Nominal luminaire EPA (ft ²)		
Nominal input voltage (V)		
ANSI vibration test level	☐ Level 1 (Normal)	☐ Level 2 (bridge/overpass)
Nominal BUG Ratings		
Make/model of LED light source(s)		
Make/model of LED driver(s)		
Dimmability	☐ Dimmable	☐ Not dimmable
Control signal interface		
Upon electrical immunity system failure	☐ Possible disconnect	☐ No possible disconnect
Thermal management	☐ Moving parts	☐ No moving parts
Lumen maintenance testing duration in hours		
Reported lumen maintenance life (hr) ²		
Warranty period (yr)		
Parameter	Nominal value	Tolerance (%)
Initial photopic output (lm)		
Maintained photopic output (lm)		
Lamp lumen depreciation		
Initial input power (W)		
Maintained input power (W)		
Initial LED drive current (mA)		
Maintained LED drive current (mA)		
Drive current used		
In-situ LED T _c (°C)		
CCT (K)		
Additional product description		

END OF SECTION

¹ See Table A, and attach supporting documentation as required.

² Value shall be no less than as specified in section 1.6-C, and shall not exceed six times the testing duration indicated in the row above. Value shall be consistent with values submitted in the rows below for maintained light output, maintained input power, and maintained drive current.

DESIGN STANDARDS FOR NEW OR RELOCATED STREET LIGHTING

Section 1. INTENT

The purpose of this Standard is to establish standards for street lighting that will:

- A. Provide high quality street lighting for the community meeting or exceeding minimum national recommendations.
- B. Help mitigate light pollution, reduce skyglow and improve the nighttime environment for astronomy and the Palomar Observatory and the overall enjoyment of the naturally dark night sky.
- C. Minimize adverse offsite impacts of lighting such as light trespass, and obtrusive light.
- D. Help protect human health and wellness and the natural environment from the adverse effects of man-made outdoor lighting.
- E. Conserve energy and resources to the greatest extent possible.

Section 2. CONFORMANCE WITH APPLICABLE LAWS, CODES, REGULATIONS and STANDARDS

All street lighting shall be installed in conformance with the provisions of this standard and the applicable provisions of the standards of the community regulating the installation of such fixtures, the California Building Code Title 24 Part 1, the California Electrical Code Title 24 Part 3, the California Building Energy Efficiency Standards Title 24 Part 6, the California Sustainability Standards Title 24 Part 11 "CalGreen", and all other applicable requirements.

Section 3. SCOPE

This standard shall apply to the construction, alteration, movement, enlargement, replacement and installation of street lighting and its related electrical service throughout the community including but not limited to:

- A. Street lighting for public streets, roadways, alleys and other rights of way including walkways and bikeways.
- B. Street lighting for private roadways, walkways and bikeways.
- C. Street lighting for private developments where the street lighting will be deeded to the community at some time in the future.

Exceptions to Section 3

- 1. Facilities, sites or roadways under the sole jurisdiction of the Federal or State Governments or within the jurisdiction of a sovereign nation.
- 2. Lighting specifically governed by a Federal or State regulation or statute.

3. Lighting subject to the terms of a Special Plan approved by the community.

Section 4. ALTERNATE MATERIALS AND METHODS OF INSTALLATION

This standard is not intended to prevent the use of any design, material or method of installation not expressly forbidden, provided any such alternate has been approved if it:

- A. Provides at least approximate equivalence to the applicable specific requirements of this standard; and
- B. Is otherwise satisfactory and complies with the intent of this standard.

Section 5. DEFINITIONS

- A. **Street Lighting** means luminaire(s), installed outdoors, and used to illuminate a street or roadway and/or any part of the public right of way including but not limited to, sidewalks, bikeways, alleys, intersections, ramps, underpasses, overpasses, curbs, medians, or shoulders.
- B. **Street** means major, collector and local roads where pedestrians and bicyclists are generally present.
- C. **Roadway** means, freeways, expressways, limited access roads, and roads on which pedestrians, cyclists and parked vehicles are generally not present.
- D. **Residential Street** means a street that is exclusively serving residential properties and for which the posted speed limit is 25 mph (40 kph) or less.
- E. **Luminaire** means a complete illuminating device, lighting fixture or other device that emits light, consisting of light source(s) together with the parts designed to distribute the light, to position and protect the light source(s), to regulate the electrical power, and to connect the light sources to the power supply.
- F. **IES** means the Illuminating Engineering Society of North America.
- G. **RP-8** means the current version of the IES Recommended Practice for Roadway Lighting, RP-8.
- H. **RP-22** means the current version of the IES Recommended Practice for Tunnel Lighting RP-22.
- I. **DG-21** means the current version of the IES Design Guide for Residential Street Lighting.
- J. **TM-15** means the current version of the IES Technical Memorandum, Luminaire Classification System for Outdoor Luminaires

- K. **Palomar Zone A** is established by Riverside County Ordinance 655 and means all properties and land uses in plan view within the circular area fifteen (15) miles in radius centered on Palomar Observatory.
- L. **Palomar Zone B** is established by Riverside County Ordinance 655 and means all properties and land uses in plan view the circular ring area between by two circles, one forty-five (45) miles in radius centered on Palomar Observatory, and the other the perimeter of Zone A.
- M. **Palomar Zone C** means the remainder of Riverside County outside of the perimeter of Zone B.
- N. **BUG rating of an outdoor luminaire** means the ranking of the luminaire using a photometric report to establish the Backlight (B), Uplight (U) and Glare (G) ranking per IES TM-15.
- O. **LED** means light emitting diode solid state lighting source.
- P. **Dedicated LED** means a luminaire with a hard-wired LED light generating module and a separate driver.
- Q. **Photometric Report** means a complete photometric report from a NVLAP certified test laboratory.
- R. **AASHTO** means the American Association of State Highway Traffic Officials.
- S. **Special Plan** means a plan for a specific property or district approved by community legal action that permits variances to these requirements.

Section 6. TITLE 24 LIGHTING ZONES

- A. For the purposes of complying California Code of Regulations, Title 24, Part 1, Section 10-114 and Title 24, Part 11, Section 5.106.8, Zone A as defined above shall be Lighting Zone 1 (LZ-1), Zone B as defined above shall be Lighting Zone 2 (LZ-2). The balance of the County shall be LZ-2 or LZ-3 per the statewide default zones or as set by the community.
- B. The community shall establish a method for applicant(s) to request and to set a different lighting zone per Title 24, Part 1 Section 10-114 for a specific parcel or project.

Section 7. GENERAL REQUIREMENTS

- A. Streetlights shall utilize dedicated LED luminaries and shall be designed per these Standards, field inspected and approved prior to requesting energizing or acceptance.
- B. All wiring for street lighting shall be underground, per these standards and these specifications for power to be supplied from community owned service points from the utility.
- C. Street lighting on private roads shall be constructed per these Standards.

- D. Street lighting shall be designed and installed per the Title 24 Lighting Zones as described herein.
- E. Street lighting shall be fully shielded and emit no uplight (BUG rating U=0).

Exception to Section 7. (D.) Decorative street lights not meeting the BUG requirements for the Lighting Zone in which they are proposed and having uplight (BUG rating U≠0) may be permitted by Special Plan or special permission of the community.

Section 8. ILLUMINATING ENGINEERING REQUIREMENTS FOR NEW STREET LIGHTING INSTALLATIONS

A. Scope

- 1. All streets and roadways unless otherwise directed by community.
- 2. Walkways and sidewalks directly associated with streets and roadways to be illuminated. Walkways and bikeways not directly associated with a street or roadway are not in scope of this document.
- 3. Service roads for public facilities and parks, unless otherwise directed by community.

B. Street and Roadway lighting requirements

- 1. Lighting for all streets and roadways shall be per RP-8.
- 2. The community shall establish whether the street to be lighted is a “major”, “collector”, or “local” for the purposes of designing street lighting.
- 3. The pedestrian area classification shall be “LOW” conflict except for the following:
 - a. Within ¼ mile (400 m) of the property line of any school, library, city hall, retail shopping districts senior center, park, bus stop or hospital, the pedestrian area classification shall be “MEDIUM”.
 - b. Within 1/8 mile (200 m) of any transit station, the pedestrian area classification shall be “HIGH”
 - c. As determined by community.

EXCEPTION to Section 8. (A.)

- 1. In Zone A and Lighting Zone 1 (LZ-1), for residential streets, street lighting shall be limited to (1) light at each residential street or residential street/residential minor collector intersection and (1) light mod block per DG-21. There shall be no requirements to meet illuminance, luminance or uniformity requirements.

Lighting for walkways and sidewalks may be incidental because of the street lights.

2. Exception 1 to Section 8. (A.), may be applied to any residential street with the approval of community.

C. Intersection lighting requirements

1. Unless otherwise permitted by community, provide at least four pedestrian crossing safety lights at each signaled intersection.
2. Light levels shall be per RP-8.
3. The pedestrian area classification shall be the highest of any of the intersecting streets or roadways within 1/8 mile (200m) of the intersection.

EXCEPTION to Section 8. (D.)

1. Partial lighting for isolated intersections per RP-8 when permitted by community.

D. Other lighting requirements

1. The following shall be illuminated per RP-8 unless otherwise directed by community.
 - a. Railroad grade crossings
 - b. Overpasses and bridges
 - c. Roundabouts
 - d. Ramps and similar elements
2. The pedestrian area classification shall be the highest of any of the connecting streets or roadways.
3. Tunnels and underpasses shall be illuminated per RP-22.

E. Chromaticity

1. Per Table 8-1.

Table 8-1. Maximum Allowed Color Temperature Per Lighting Zones

	Palomar Zone A and Lighting Zone LZ-1	Palomar Area B and C and Lighting Zones LZ-2 through LZ-4
Maximum Color Temperature		
Intersection Safety Lights	2700K	2700K or 3000K
Highways, Arterials and Major Collectors	2700K	2700K or 3000K
Minor Collectors and Streets	2700K	2700K
Residential Streets	2700K	2700K

Application Notes

- A. 2700K has been tested by WRCOG and accepted through public input of tested site locations for intersection safety lights, state route, arterials and major collectors.
- B. Per IES there no significant difference in any performance characteristic involving safety or security between 2700K and 3000K.
- C. 2700K causes less light pollution per lumen than does 3000K.

Section 9. PRODUCT SPECIFICATIONS

- A. Luminaires shall comply with the current WRCOG LightSuite 1, Specification of LED Lighting Fixtures for New and Relocated Street Lighting Systems.
- B. Design shall include selection of luminaires, poles, mast arms, and other components affecting the performance of the street lighting system.
- C. Poles, mast arms, bases, electrification and all other parts of the street lighting system shall meet engineering standards of the community.

Application Note: LightSuite 4 Table 7-2 suggests a system for minimizing the number of different types of luminaires (SKU's) in order to simplify product ordering, replacement and stock management

Section 10. SUBMITTALS FOR APPROVAL

- A. Plan(s) of the proposed lighting installation clearly identifying:
 - 1. The criteria for each roadway segment, intersection, and other elements as required in Section 8. (C.), (D.), and (E.), above. Information affecting criteria selection, such as proximity to a school or transit stop shall be included. Calculations representing typical stretches of roadways or streets may be permitted for each condition of Lighting Zone, pedestrian area classification, posted speed or other differences.
 - 2. The AASHTO pavement type(s), e.g. R1, R2, etc.
 - 3. Point-by point lighting calculations on a grid not larger than 2.5' x 2.5' (.75m x .75m).
 - 4. Calculation summaries showing average, minimum, and maximum values and ratios as contained in the tables of criteria in RP-8.
 - 5. Calculations to include roadways, intersections, walkways, and all other parts of the project for which criteria were developed under Section 9. (A.) 1.
 - 6. Schedule of luminaires including mounting height, mast arm length, and pole base locations.

B. Specifications for each luminaire to include:

1. Product datasheet.
2. Photometric report.
 - a. Must clearly indicate BUG rating per TM-15.
3. Drawing of pole or standard including base details.
4. Drawing of mast arm if used.
5. Datasheet for driver and surge suppressor.
6. Datasheet for photocell.

END OF SECTION

**SPECIFICATIONS OF LED LIGHTING FIXTURES FOR REPLACEMENT OF COBRAHEAD
STREET LIGHTING SYSTEMS**

PART 1 – GENERAL**1.1. SCOPE**

Luminaires to be used for replacement of legacy high intensity discharge street lighting systems.

1.2. REFERENCES

The publications listed below form a part of this specification to the extent referenced.

Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

- A. American National Standards Institute (ANSI)
 - 3. C136.2-2004 (or latest), American National Standard for Roadway and Area Lighting Equipment—Luminaire Voltage Classification
 - 4. C136.10-2010 (or latest), American National Standard for Roadway and Area Lighting Equipment - Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing
 - 5. C136.15-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification
 - 6. C136.22-2004 (R2009 or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires
 - 7. C136.25-2009 (or latest), American National Standard for Roadway and Area Lighting Equipment – Ingress Protection (Resistance to Dust, Solid Objects and Moisture) for Luminaire Enclosures
 - 8. C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration
 - 9. C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting
- B. American Society for Testing and Materials International (ASTM)
 - 10. B117-09 (or latest), Standard Practice for Operating Salt Spray (Fog) Apparatus
 - 11. D1654-08 (or latest), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
 - 12. D523-08 (or latest), Standard Test Method for Specular Gloss
 - 13. G154-06 (or latest), Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials
- C. Council of the European Union (EC)
 - a. RoHS Directive 2002/95/EC, on the restriction of the use of certain hazardous substances in electrical and electronic equipment
- D. DesignLights Consortium (DLC)
 - a. Qualified Products List (QPL)
- E. Federal Trade Commission (FTC)
 - a. Green Guides, 16 CFR Part 260, Guides for the Use of Environmental

Marketing Claims

- F. Illuminating Engineering Society of North America (IESNA or IES)
 - a. DG-21-15, Design Guide for Residential Lighting
 - b. DG-4-03 (or latest), Design Guide for Roadway Lighting Maintenance
 - c. HB-10-11 (or latest), IES Lighting Handbook, 10th Edition
 - d. LM-50-99 (or latest), IESNA Guide for Photometric Measurement of Roadway Lighting Installations
 - e. IES RES-1-16, Measure and Report on Luminaire Dirt Depreciation (LDD) in LED Luminaires for Street and Roadway Lighting Applications
 - f. LM-61-06 (or latest), Approved Guide for Identifying Operating Factors Influencing Measured Vs. Predicted Performance for Installed Outdoor High Intensity Discharge (HID) Luminaires
 - g. LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products
 - h. LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources
 - i. RP-8-14 ANSI / IESNA American National Standard Practice for Roadway Lighting
 - j. RP-16-10 (or latest), ANSI/IES Nomenclature and Definitions for Illuminating Engineering
 - k. TM-3-95 (or latest), "A Discussion of Appendix B - "Classification of Luminaire Lighting Distribution, from ANSI/IESNA RP-8-83". Annex B
 - l. TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires
 - m. TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources
- G. Institute of Electrical and Electronics Engineers (IEEE)
 - a. IEEE C62.41.2-2002 (or latest), IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits
 - b. ANSI/IEEE C62.45-2002 (or latest), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and Less) AC Power Circuits
- H. National Electrical Manufacturers Association (NEMA)
 - a. ANSI/NEMA/ANSI C78.377-2008 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products
- I. National Fire Protection Association (NFPA)
 - a. NFPA-70-14 – National Electrical Code (NEC)
- J. Underwriters Laboratories (UL)
 - a. 1449, Surge Protective Devices
 - b. 1598, Luminaires and Poles
 - c. 8750, Light Emitting Diode (LED) Equipment for Use in Lighting Products
- K. City Standards for Street Lighting
- L. Southern California Edison
 - a. Standards for services to customer-owned street lighting systems
 - b. Standard specifications for Public Works Construction (Greenbook) (latest edition), Subsections 700 and 701 and all included cross references.

1.3. RELATED DOCUMENTS

- A. LightSuite 2, Design Standards for New or Relocated Street Lighting Systems.

1.4. DEFINITIONS

- A. Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.
 - 1. Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.
 - 2. Clarification: The term “LED light source(s)” is used herein per IES LM-80 to broadly cover LED package(s), module(s), and array(s).

1.5. QUALITY ASSURANCE

- A. Before approval and purchase, furnish luminaire sample(s) identical to product configuration(s) submitted for inspection. Furnish IES LM-79 testing of luminaire sample(s) to verify performance is within manufacturer-reported tolerances.
- B. Product shall be listed by Design Lights Consortium (DLC).

1.6. LIGHTING SYSTEM PERFORMANCE

- A. Energy Conservation
 - 1. Lighting Controls
 - a. See section 2.1-B below for driver control interface and performance requirements.
 - b. See section 2.1-K below for photocontrol receptacle requirements.
- B. Photometric Requirements
 - 1. Luminaires shall meet the general criteria provided in the body of this specification and the criteria for each luminaire type defined in Table B

1.7. REQUIRED SUBMITTALS FOR EACH LUMINAIRE TYPE

- A. Use Table B attached hereto for each proposed luminaire.
- B. General submittal content shall include
 - 1. Completed Table B submittal form
 - 2. Luminaire cutsheets
 - 3. Cutsheets for LED light sources
 - 4. Cutsheets for LED driver(s)
 - a. If dimmable LED driver is specified, provide diagrams illustrating light output and input power as a function of control signal.
 - 5. Cutsheets for surge protection device, if applicable
 - 6. Instructions for installation and maintenance
 - 7. Summary of luminaire recycled content and recyclability per the FTC Green Guides, expressed by percentage of luminaire weight
- C. LM-79 luminaire photometric report(s) shall be produced by the test laboratory and include
 - 1. Name of test laboratory
 - a. The test laboratory must hold National Voluntary Laboratory Accreditation

- Program (NVLAP) accreditation for the IES LM-79 test procedure.
2. Report number
 3. Date
 4. Complete luminaire catalog number
 - a. Provide explanation if catalog number in test report(s) does not match catalog number of luminaire submitted
 - i. Clarify whether discrepancy does not affect performance, e.g., in the case of differing luminaire housing color.
 - ii. If nominal performance of submitted and tested products differ, submit additional LM-79 report(s) and derivation.
 5. Description of luminaire, LED light source(s), and LED driver(s)
 6. Goniophotometry
 7. Colorimetry
 8. IES TM-21-11 calculations that derive the lumen maintenance (lamp lumen depreciation or LLD) factor applied to photometric calculations specified herein. TM-21 calculations must apply to the maximum LED case temperature from ISTMT, shall not extrapolate beyond six times the duration of available LM-80 test data, and submitted in the spreadsheet format of the ENERGY STAR TM-21 calculator.
- D. Predicted dirt depreciation per IES RES-1-16 Page 72 Tables 7 and 8 for the optical system used.
- E. Computer-generated point-by-point photometric analysis of maintained photopic light levels.
1. Calculations shall be for maintained values, i.e. Light Loss Factor (LLF) < 1.0 , where $LLF = LLD \times LDD \times LATF$, and
 - a. Lamp Lumen Depreciation (LLD)
 - ii. Shall be 0.8 (L_{80}) for all luminaires
 - b. Luminaire Dirt Depreciation (LDD) per IES RES-1-16 and assuming 5-year cleaning cycle.
 - c. Luminaire Ambient Temperature Factor (LATF) = 1.00
 2. Use of IES HB-10 mesopic multipliers
 - a. Shall be disallowed herein, by assuming an S/P ratio of 1.00 for all luminaires.
 3. Calculation/measurement points shall be per IES RP-8.
 4. Software shall be AGI32 using roadway methods and insofar as possible, on WRCOG standard test designs.
- F. Summary of Joint Electron Devices Engineering Council (JEDEC) or Japan Electronics and Information Technology Industries (JEITA) reliability testing performed for LED packages
- G. Summary of reliability testing performed for LED driver(s)
- H. Written product warranty as per section 1.8 below
- I. Safety certification and file number
1. Applicable testing bodies are determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratory).

1.8. WARRANTY

- A. Provide a minimum ten-year warranty covering maintained integrity and functionality of
 - 1. Luminaire housing, wiring, and connections
 - 2. LED light source(s)
 - a. Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.
 - 3. LED driver(s)
 - a. Failure to dim if connected to a control system and using proper components constitutes luminaire failure
- B. Warranty period shall begin upon installation, or as negotiated by owner such as in the case of an auditable asset management system.
- C. Warranty to provide for replacement of product with new product of equivalent appearance, CCT, CRI, and photometric performance.
- D. Upon request prior to approval, manufacturer may be required to provide proof of financial viability which may include any information deemed necessary to determine the manufacturer's ability to fully service their warranty.

PART 2 – PRODUCTS

2.1. LUMINAIRES

- A. General Requirements
 - 1. Luminaires shall be as specified for each type in Table B.
 - 2. Luminaire shall have an external label per ANSI C136.15
 - 3. Luminaire shall have an internal label per ANSI C136.22.
 - 4. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
 - 5. Luminaires shall start and operate in -20°C to +40°C ambient.
 - 6. Electrically test fully assembled luminaires before shipment from factory.
 - 7. Effective Projected Area (EPA) of the luminaire shall not exceed the EPA of the luminaire being replaced.
 - 8. Luminaires shall be designed for ease of component replacement and end-of-life disassembly.
 - 9. Luminaires shall be rated for the ANSI C136.31 Vibration Level indicated in Table B.
 - 10. LED light source(s) and driver(s) shall be RoHS compliant.
 - 11. Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.

B. Driver

1. Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperatures indicated in section 2.1-A above.
2. Shall operate at 100 to 277 volts AC at 50/60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent.
3. Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
4. Control signal interface
 - a. Table B submittal should indicate whether the driver is dimmable.
 - b. If dimmable, it should further indicate "0-10", "1-10", "DALI", or "other".

C. Electrical transient and surge immunity

1. Luminaire shall meet the "Elevated" requirements. Manufacturer shall indicate on submittal form Table B.

D. Electromagnetic interference

1. Shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
2. Shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

E. Electrical safety testing

1. Luminaire shall be listed for wet locations by an OSHA NRTL.
2. Luminaires shall have locality-appropriate governing mark and certification.

F. Painted or finished luminaire components exposed to the environment

1. Shall exceed a rating of six per ASTM D1654 after 1000hrs of testing per ASTM B117.
2. The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.

G. Thermal management

1. Mechanical design of protruding external surfaces (heat sink fins) for shall facilitate hose-down cleaning and discourage debris accumulation.
2. Liquids or other moving parts shall be clearly indicated in submittals, shall be consistent with product testing, and shall be subject to review by Owner.

H. IES TM-15 limits for Backlight, Uplight, and Glare (BUG Ratings) shall be as specified for each luminaire type in Table A.

1. Calculation of BUG Ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0.

I. Minimum Color Rendering Index (CRI): 70.

J. Correlated Color Temperature (CCT)

1. Nominal 2700K (3000K for certain applications only).
2. Allowable 2580 to 2870K per IES LM-79.
3. Allowable -.006 to .006 D_{uv} per IES LM-79.

- K. The following shall be in accordance with corresponding sections of ANSI C136.37
1. Wiring and grounding
 - a. All internal components shall be assembled and pre-wired using modular electrical connections.
 2. Terminal blocks for incoming AC lines
 3. Photocontrol receptacle
 4. Latching and hinging
 5. Ingress protection
- L. Luminaire Construction
1. Weight
 - a. The net weight of each luminaires less than 46 (21 kg) pounds including mounting devices and backlight shields.
 2. Housing
 - a. Tool-less entry
 - b. Die-cast aluminum alloy meeting ASTM Specification A380. Alternate materials may be considered but shall be submitted to the Owner for review and approval.
 - c. Encloses the mounting hardware, LED arrays, control receptacle, terminal board, and electronic driver.
 - d. Includes a surface to facilitate leveling with a spirit level.
 - e. Integral heat sink characteristics, such that all enclosed components will operate within their designed operating temperatures under expected service conditions. No external or removable heat shields or heat sinks are permitted.
 - f. Designed to encourage water shedding.
 - g. Designed to minimize dirt and bug accumulation on the optic surface.
 - h. Permanently affixed easily-viewable nameplate inside of each luminaire housing containing the manufacturer's name, manufacturer's catalog number, date of manufacture (month and year), plant location, input power consumption, driver output current, IEC IP Rating, correlated color temperature (CCT), IES light distribution type, IESNA TM-15 BUG ratings, and serial number.
 - i. City approved luminescent name plate meeting American National Standard for Roadway and Area Lighting Equipment-Luminaire Field Identification (ANSI C136.15-2015) shall be permanently affixed on the exterior of the Luminaire to be visible from the ground. In addition, the name plate shall indicate nominal lumen package rounded to the nearest thousand lumens, e.g. 2800 lumens would read as "3KL" and 11200 lumens would read as "11KL".

3. Mounting Provisions.
 - a. Standard heavy gauge slip fitter clamping assembly suitable for secure attachment over the end of a nominal two 2" IP (2.375" OD) steel pipe with an approved means of clamping it firmly in mounting bracket. The slip fitter mounting clamp must contain an approved shield around the pipe entrance to block the entry of birds.
 - b. Leveling adaptor to permit at least 15 degrees of correction to level luminaire with respect to normal to photometric nadir (straight down).
 - c. Adaptor fittings for nominal 1.5 inch IP, 1.75 inch IP, 2.25 inch IP and 2.5 inch IP mast arms.
4. Access Door-Panel.
 - a. Die-cast aluminum door-panel composed of aluminum alloy A380. Alternate materials may be considered but shall be submitted to the Owner for review and approval.
 - b. Provides access to the terminal strip and LED driver.
 - c. Hinged to the luminaire housing and suitably latched and fastened at the closing end.
 - d. Easily removed.
 - e. Captive hardware for the hinge and fastening devices.
5. Hardware.
 - a. Machine screws, locknuts, pins and set screws necessary to make a firm assembly, and for its secure attachment to the mast arm, must be furnished in place.
 - b. Hardware must be of stainless steel, zinc plated steel, copper silicon alloy or other non-corrosive metal, and where necessary must be suitably plated to prevent electrolytic action by contact with dissimilar metals.
6. Finish.
 - a. Polyester powder coat with a minimum 2.0 mil thickness.
 - b. Surface texture and paint quality subject to approval.
 - c. Color must be as specified in the order.
 - d. Finish must exceed a rating of six per ASTM D1654 after 1000 hours of testing per ASTM B117.
 - e. The coating must exhibit no greater than 30% reduction of gloss per ASTM D523 after 500 hours of QUV testing at ASTM G154 Cycle 6.
7. Ingress Protection.
 - a. Electric compartment housing must have an ingress protection rating of IP54 or better as described in ANSI C136.25-2013.
 - b. The optical system must have a minimum rating of IP 66.
 - c. Listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Laboratory (NRTL) and have a safety certification and file number indicating compliance with UL 1598.

8. LED Optical Arrays
 - a. Factory installed.
 - b. No required field adjustment for specified photometric performance.
9. Terminal Block
 - a. High grade molded plastic of the barrier or safety type.
 - b. Within the water tight part of the housing in a readily accessible location.
 - c. Pre-wired to all luminaire components
 - d. Copper plated clamp-type pressure connector approved type for "line" connections, to accommodate wire sizes from #14 to #6 A.W.G.
 - e. Internal component connections either the screw-clamp or quick disconnect type.

2.2. PRODUCT MANUFACTURERS AND APPROVED PRODUCTS

- A. Minimum photometric performance of products shall comply with Table A.
- B. Select products to replace existing luminaires using Tables A and B, including application notes, as recommended in LightSuite 4.
- C. Specific products proposed for a specific project should be submitted using Table B along with a physical sample.
- D. Optimize performance for the existing conditions. For illuminating engineering, WRCOG will provide access to AGI32 models to determine best possible performance under common circumstances found throughout Western Riverside County.

2.3. MANUFACTURER SERVICES

- A. The manufacturer shall provide full support for the project including, but not limited to, AGI-32 lighting calculations, required tests and certifications, and all other services necessary to permit products to be applied as intended by these specifications.
- B. The manufacturer shall notify the contractor immediately of product changes and bulletins and provide new specifications and test reports.
- C. Manufacturer or local sales representative shall provide installation and troubleshooting support in person and shall identify the name of a factory trained sales agent in Riverside County to service the Project.

TABLE A
MINIMUM PHOTOMETRIC PERFORMANCE REQUIREMENTS

Less than 5 Kilolumens

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	67% min.		
Backlight (B)	0 or 1		
Uplight (U)	0		
Glare (G)	0 or 1		
House Side Shield Required ¹	If B1, otherwise by request		
Cul-de-sac shield required ²	By request		

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	73% min.	70% min.	63% min.
Backlight (B)	0 or 1		
Uplight (U)	0		
Glare (G)	0 or 1		
House Side Shield Required ¹	If B1, otherwise by request		
Cul-de-sac shield required ²	Yes		

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	76% min.	74% min.	70% min.
Backlight (B)	0, 1 or 2		
Uplight (U)	0		
Glare (G)	0, 1, or 2	0, 1, 2 or 3	0, 1, 2 or 3
House Side Shield Required ¹	If B2, otherwise by request		
Cul-de-sac shield required ²	Yes		

Nominal 12.5 to 17.5 Kilolumens

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	80% min.	76% min.	75% min.
Backlight (B)	0, 1 or 2		
Uplight (U)	0		
Glare (G)	0, 1, or 2	0, 1, 2 or 3	0, 1, 2 or 3
House Side Shield Required ¹	If B2 or B3; otherwise by request		
Cul-de-sac shield required ²	Yes		

Nominal 17.5 to 30 Kilolumens

	Type II	Type III	Type IV
Street-side Coefficient of Utilization ³	80% min.	76% min.	75% min.
Backlight (B)	0, 1 or 2		
Uplight (U)	0		
Glare (G)	0, 1, or 2	0, 1, 2 or 3	0, 1, 2 or 3
House Side Shield Required ¹	If B2 or B3; otherwise by request		
Cul-de-sac shield required ²	Yes		

Footnotes for all luminaires

- ¹ If installed on a residential street or residential collector; optional to install by request by Owner or as additional service
- ² If installed on a residential cul-de-sac or L intersection
- ³ Without detachable shields

TABLE B
PRODUCT SUBMITTAL FORM

Luminaire Type ³		
Manufacturer		
Model number		
DLC listing and date		
Housing finish color		
Tenon nominal pipe size (inches)		
Nominal luminaire weight (lb)		
Nominal luminaire EPA (ft ²)		
Nominal input voltage (V)		
ANSI vibration test level	☐ Level 1 (Normal)	☐ Level 2 (bridge/overpass)
Nominal BUG Ratings		
Make/model of LED light source(s)		
Make/model of LED driver(s)		
Dimmability	☐ Dimmable	☐ Not dimmable
Control signal interface		
Upon electrical immunity system failure	☐ Possible disconnect	☐ No possible disconnect
Thermal management	☐ Moving parts	☐ No moving parts
Lumen maintenance testing duration (hr)		
Reported lumen maintenance life (hr) ⁴		
Warranty period (yr)		
Parameter	Nominal value	Tolerance (%)
Initial photopic output (lm)		
Maintained photopic output (lm)		
Lamp lumen depreciation		
Initial input power (W)		
Maintained input power (W)		
Initial LED drive current (mA)		
Maintained LED drive current (mA)		
Drive current used		
In-situ LED T _c (°C)		
CCT (K)		
Additional product description		

END OF SECTION

³ See Table A, and attach supporting documentation as required.

⁴ Value shall be no less than as specified in section 1.6-C, and shall not exceed six times the testing duration indicated in the row above. Value shall be consistent with values submitted in the rows below for maintained light output, maintained input power, and maintained drive current.

DESIGN STANDARDS FOR LED REPLACEMENT STREET LIGHTING

Section 1. INTENT

The purpose of this document is to provide technical specifications and direction that will

- A. Ensure a high-quality conversion of existing street lighting that insofar as possible maintains essential qualities of the existing installation.
- B. Typically allow for reduced energy consumption of the existing street lighting by at least 40% compared to the existing legacy lighting system.
- C. Equip each luminaire with the means to communicate to a community-wide lighting network.
- D. Help mitigate light pollution, reduce skyglow and improve the nighttime environment for astronomy and the Palomar Observatory and the overall enjoyment of the naturally dark night sky;
- E. Minimize adverse offsite impacts of lighting such as light trespass, and obtrusive light.
- F. Help protect human health and wellness and the natural environment from the adverse effects of man-made outdoor lighting.

Section 2. CONFORMANCE WITH APPLICABLE LAWS, CODES, REGULATIONS and STANDARDS

All street lighting shall be installed in conformance with the provisions of this standard and the applicable provisions of the standards of the community regulating the installation of such fixtures, the California Building Code Title 24 Part 1, the California Electrical Code Title 24 Part 3, the California Building Energy Efficiency Standards Title 24 Part 6, the California Sustainability Standards Title 24 Part 11 "CalGreen", and all other applicable requirements.

Section 3. SCOPE

This standard shall apply the conversion of legacy street lighting systems employing high intensity discharge (HID) lighting sources to light-emitting diode (LED) light sources for:

- A. Street lighting for public streets, roadways, alleys and other rights of way including walkways and bikeways.
- B. Street lighting for private roadways, walkways and bikeways.
- C. Street lighting for private developments where the street lighting will be deeded to the community at some time in the future.

Exceptions to Section 3

- 1. Facilities, sites or roadways under the sole jurisdiction of the Federal or State Governments or within the jurisdiction of a sovereign nation.

2. Lighting specifically governed by a Federal or State regulation or statute.
3. Lighting subject to the terms of a Special Plan approved by the community.

Section 4. ALTERNATE MATERIALS AND METHODS OF INSTALLATION.

This standard is not intended to prevent the use of any design, material or method of installation not expressly forbidden, provided any such alternate has been approved if it:

- A. Provides at least approximate equivalence to the applicable specific requirements of this standard; and
- B. Is otherwise satisfactory and complies with the intent of this standard.

Section 5. DEFINITIONS.

- A. **Street lights** means luminaire(s), installed outdoors, and used to illuminate a street or roadway and/or any part of the public right of way including but not limited to, sidewalks, bikeways, alleys, intersections, ramps, overpasses, curbs, medians, or shoulders.
- B. **Street** means major, collector and local roads where pedestrians and bicyclists are generally present.
- C. **Roadway** means, freeways, expressways, limited access roads, and roads on which pedestrians, cyclists and parked vehicles are generally not present.
- D. **Residential street** means a street that is exclusively serving residential properties and for which the posted speed limit is 25 mph (40 kph) or less.
- E. **Luminaire** means a complete illuminating device, lighting fixture or other device that emits light, consisting of light source(s) together with the parts designed to distribute the light, to position and protect the light source(s), to regulate the electrical power, and to connect the light sources to the power supply.
- F. **Legacy luminaire** means an existing cobrahead luminaire using a high intensity discharge light source including high pressure sodium (HPS), low pressure sodium (LPS), metal halide (MH), ceramic metal halide (CMH), or mercury vapor (MV).
- G. **IES** means the Illuminating Engineering Society of North America.
- H. **RP-8** means the current version of the IES Recommended Practice for Roadway Lighting, RP-8.
- I. **RP-22** means the current version of the IES Recommended Practice for Tunnel Lighting RP-22.
- J. **DG-21** means the current version of the IES Design Guide for Residential Street Lighting.
- K. **TM-15** means the current version of the IES Technical Memorandum, Luminaire Classification System for Outdoor Luminaires

- L. **Palomar Zone A** is established by Riverside County Ordinance 655 and means all properties and land uses in plan view within the circular area fifteen (15) miles in radius centered on Palomar Observatory.
- M. **Palomar Zone B** is established by Riverside County Ordinance 655 and means all properties and land uses in plan view the circular ring area between by two circles, one forty-five (45) miles in radius centered on Palomar Observatory, and the other the perimeter of Zone A.
- N. **Palomar Zone C** means the remainder of Riverside County outside of the perimeter of Zone B.
- O. **BUG rating of an outdoor luminaire** means the ranking of the luminaire using a photometric report to establish the Backlight (B), Uplight (U) and Glare (G) ranking per IES TM-15.
- P. **LED** means light emitting diode solid state lighting source.
- Q. **Dedicated LED** means a luminaire with a hard-wired LED light generating module and a separate driver.
- R. **Photometric Report** means a complete photometric report from a NVLAP certified test laboratory.
- S. **AASHTO** means the American Association of State Highway Traffic Officials.
- T. **Roadway lighting distribution types as defined by IES**
 - a. **Type I** is a long, narrow symmetrical distribution having a preferred lateral width of 15 degrees in the cone of maximum candlepower. Typically, luminaires are located in the center of a roadway, such as in a median, where the mounting height is approximately equal to the roadway width on either side.
 - b. **Type II** is a mildly asymmetric distribution is used for wide walkways, on ramps and entrance roadways, and narrow streets. Typically, the width of the roadway does not exceed 1.75 times the mounting height.
 - c. **Type III** is an asymmetric distribution commonly used for lighting streets and roadways. Typically, the width of the roadway does not exceed 2.75 times the mounting height.
 - d. **Type IV** is the most asymmetric distribution, commonly used for intersection safety lighting and extremely wide roadways. Typically, the width of the roadway does not exceed 3.75 times the mounting height.

Section 6. TITLE 24 LIGHTING ZONES

- A. For the purposes of complying California Code of Regulations, Title 24, Part 1, Section 10-114 and Title 24, Part 11, Section 5.106.8, Zone A as defined above shall be Lighting Zone 1 (LZ-1), Zone B as defined above shall be Lighting Zone 2 (LZ-2). The balance of

the County shall be LZ-2 or LZ-3 per the statewide default zones or as set by the community.

- B. The community shall establish a method for applicant(s) to request and to set a different lighting zone per Title 24, Part 1 Section 10-114 for a specific parcel or project.

Section 7. DESIGN OF REPLACEMENT LIGHTING

A. General

1. Obtain a GIS computer database of the community's street lighting system. Determine the extent to which the database is acceptably accurate for the determinations to be made in this section. If necessary, devise an alternative course of action acceptable to the community.
2. Determine whether any street lights are made unnecessary by an immediately adjacent street light. Typical situations include intersections where intersection safety lights were added after the street light system was already in place. As approved by the community, identify redundant lighting for removal.
3. Determine whether the community currently has street lighting standards, and determine the extent to which they are met.
4. Review the current lighting system's performance relative to RP-8. Discuss and determine the desired outcome with the community.
 - a. If the existing lighting system does not meet RP-8, it is unlikely that simply replacing legacy luminaires with LED luminaires will bring an existing installation into compliance without changing pole locations, mounting heights, or mast arm lengths.
 - b. If the existing lighting system meets RP-8, matching IES distribution type and lumen package within $\pm 20\%$ will essentially replace existing lighting with an equally RP-8 compliant outcome.
 - c. If the existing lighting system exceeds RP-8, determine whether reducing light levels to RP-8 is acceptable.
5. Review a map of the community with the community. Make and confirm determinations of characteristics in RP-8 (regardless of whether complying or not) that are to be used to determine lighting levels, including but not limited to:
 - a. Which are streets and which are roadways.
 - b. Which streets and roadways are "major", "collector", or "local" as defined by RP-8.
 - c. Where pedestrian conflict levels are low, medium or high.

- d. Which streets are adjacent to or share the ROW with mass transit stops or bicycle paths.
 - e. Other considerations used to establish lighting requirements at the discretion of the community
- 6. For each legacy luminaire in the system, determine the appropriate LED replacement per Section 7. (D.) or (E.) below.
- B. Street lighting shall be fully shielded and emit no uplight (BUG rating U=0).
- C. Street lighting chromaticity shall be determined from Table 7-1.
- D. Typical procedure for selecting appropriate LED luminaires without RP-8 compliance.
 - 1. Determine each legacy luminaire's primary characteristics
 - a. Light Source
 - b. Wattage of lamp
 - c. Photometric type (e.g. type II medium, type III short, etc.)
 - 2. Determine replacement strategy. The following three strategies are the most likely choices.
 - a. Most energy efficiency – recommended for most applications, generally maintains existing minimum light levels, improves uniformity. Typically considered acceptable when replacing HPS or LPS legacy systems with 2700K or 3000K LED lighting.
 - b. Compromise between energy efficiency and higher light levels – recommended for certain applications where the pedestrian area classification or some other factor suggests a modestly higher light level.
 - c. Higher light levels - provides average light levels higher than existing lighting – in locations where community needs transcend energy and cost savings.

Application Notes:

- Table 7-2 represents strategy (b.), compromise.
 - To achieve strategy (a.) choose the low end of the rated lumens; to achieve strategy (b.) choose the middle of the range of rated lumens; to achieve strategy (c.) choose the high end of the rated lumens.
 - Kilolumen classification system takes lumen maintenance into account.
- 3. For intersection safety lighting, type IV luminaires may be considered in place of existing Type III or Type II.

Note nominal LED kilolumen classifications in Table 7-2. To minimize the number of different luminaires to stock and maintain, this system is based on nominal lumen packages for up to six lumen package groups (Small, Medium Small, Medium, Medium High, High, and Very High).

4. Select nominal LED luminaire kilolumens of matching photometric type from Tables 7-2 and 7-3.

EXCEPTION TO Section 7. (D.)

In Zone A and Lighting Zone 1 (LZ-1), for residential streets, street lighting shall be limited to (1) light at each residential street or residential street/residential minor collector intersection and (1) light mod block per DG-21. There shall be no requirements to meet illuminance, luminance or uniformity requirements. Lighting for walkways and sidewalks may be incidental because of the street lights. This exception may be applied to any residential street with the approval of community.

- E. Procedure for selecting appropriate LED luminaires where RP-8 or another similar standard is preferred or required.
 1. Refer to LightSuite 2

**Section 8.
PRODUCT SPECIFICATIONS**

- A. Luminaires shall comply with the current WRCOG LightSuite 3, Specification of LED Lighting Fixtures for Replacement of Cobrahead Street Lighting Systems.

**Section 9.
SUBMITTALS FOR APPROVAL**

- A. Plan(s) of the proposed lighting installation clearly identifying:
 1. The criteria for each roadway segment, intersection, and other elements as required in Section 8. (C.), (D.), and (E.), above. Information affecting criteria selection, such as proximity to a school or transit stop shall be included. Calculations representing typical stretches of roadways or streets may be permitted for each condition of Lighting Zone, pedestrian area classification, posted speed or other differences.
 2. The AASHTO pavement type(s), i.e. R1, R2, R3, or R4.
 3. Point-by point lighting calculations on a grid not larger than 2.5' x 2.5' (.75m x .75m).
 4. Calculation summaries showing average, minimum, and maximum values and ratios as contained in the tables of criteria in RP-8.
 5. Calculations to include roadways, intersections, walkways, and all other parts of the project for which criteria were developed under Section 9. (A.) 1.
 6. Schedule of luminaires including mounting height, mast arm length, and pole base locations.
- B. Specifications for each luminaire to include:
 1. Product datasheet.

2. Photometric report.
 - a. Must clearly indicate BUG rating per TM-15.
3. Drawing of pole or standard including base details.
4. Drawing of mast arm if used.
5. Datasheet for driver and surge suppressor.
6. Datasheet for photocell.

Table 7-1 Maximum Correlated Color Temperature for any Exterior Lighting

	Palomar Zone A and Lighting Zone LZ-1	Palomar Area B and C and Lighting Zones LZ-2 through LZ-4
Maximum Color Temperature		
Intersection Safety Lights	2700K	2700K or 3000K
Highways, Arterials and Major Collectors	2700K	2700K or 3000K
Minor Collectors and Streets	2700K	2700K
Residential Streets	2700K	2700K

Application Notes

- a) 2700K has been tested by WRCOG and accepted through public input of tested site locations for intersection safety lights, state route, arterials and major collectors.
- b) Per IES there no significant difference in any performance characteristic involving safety or security between 2700K and 3000K.
- c) 2700K causes less light pollution per lumen than does 3000K.
- d) Most street luminaires in Western Riverside County are either LPS or HPS.
- e) Conversion tables 7-2 and 7-3 is suggested for general purpose use in replacing legacy lighting systems with 2700K to 3000K LED's available in the winter of 2016-2017. To adjust for future improvement in luminous efficacy, be sure to provide approximately the same number of LED lumens. LED watts are typical for products available in spring, 2017.
- f) LED luminaire lumens are generally lower in lumen output than legacy luminaires because of the ability of LED optical systems to achieve a greater percentage of utilization than legacy luminaires.
- g) Acceptable results will generally occur if care is taken to replace luminaire distribution types (e.g. Type III medium) with like.
- h) All values are nominal and represent average expected outcomes. Differences of less than 15-20% are probably not significant for this table.
- i) Use of this table does not ensure compliance with IES RP-8-14. In many cases, pole height, mast arm length and/or pole spacing may not permit compliance with RP-8-14 regardless of existing legacy source luminaires. If compliance with RP-8-14 is required, lighting calculations will be necessary and may result in different LED luminaire watts and lumens. Analysis using WRCOG standard AGI32 street models is recommended. See LightSuite 3 for recommended illuminating engineering standards.

- j) Lumen maintenance of the legacy light source as compared to LED lighting has been considered for each lamp type. Some legacy light sources have less lumen depreciation than others.

TABLE 7-2

**SUGGESTED KILOLUMEN (KL) CLASS REPLACEMENT LUMINAIRE SYSTEM FOR
MINIMUM TYPES (SKU's) OF LED LUMINAIRES**

Refer to application notes, below and Section 7. (D.)

Luminaire Class	Nominal Rated Lumens	Nominal Rated Watts @ 120- 240v in 2017
Extra Small (XS)	2000-3000	25
Small (S)	5000-6000	50
Medium (M)	8000-9000	85
Large (L)	12000-14000	110
Extra Large (XL)	18000-20000	150
Extra-extra Large (XXL)	22000-28000	275

TABLE 7-3

**RECOMMENDED NOMINAL DIRECT CONVERSION LED LUMINAIRE WHEN REPLACING
EXISTING LEGACY LUMINAIRES**

Incumbent Legacy Luminaire				New Luminaire Class	Approx. Watts Saved Each
Source	Lamp Watts	System Watts	Approximate Luminaire Lumens		
Low Pressure Sodium (LPS)	35	63	3360	XS	38
	55	84	5600	S	34
	90	131	9450	M	46
	135	182	15750	L	72
	180	229	23100	XL	79
High Pressure Sodium (HPS)	70	83	4060	XS	58
	100	117	6650	S	67
	150	193	11200	M	108
	200	246	15400	L	136
	250	313	19250	XL	163
	400	485	35000	XXL	210
Metal Halide (MH)	70	90	3960	XS	65
	100	129	6120	S	79
	175	210	10800	M	125
	250	295	15800	L	185
	400	458	27300	XXL	183
Mercury Vapor (MV)	100	120	2880	XS	95
	175	205	6040	S	155
	250	285	9000	M	200
	400	454	16500	L	344

Section 1. INTENT

The purpose of this Ordinance is to provide regulations for outdoor lighting that will:

- a. Ensure adequate outdoor illumination can be provided.
- b. Help mitigate light pollution, reduce skyglow and improve the nighttime environment for astronomy and the Palomar Observatory and the overall enjoyment of the naturally dark night sky;
- c. Minimize adverse offsite impacts of lighting such as light trespass, and obtrusive light.
- d. Help protect human health and wellness and the natural environment from the adverse effects of man-made outdoor lighting.
- e. Conserve energy and resources to the greatest extent possible.

Section 2. CONFORMANCE WITH APPLICABLE LAWS, CODES, REGULATIONS and ORDINANCES.

All outdoor luminaires shall be installed in conformance with the provisions of this ordinance and the applicable provisions of the ordinances of the County of Riverside regulating the installation of such fixtures, the California Building Code Title 24 Part 2, the California Electrical Code Title 24 Part 3, the California Building Energy Efficiency Standards Title 24 Part 6, the California Sustainability Standards Title 24 Part 11 "CalGreen", and all other applicable requirements.

Section 3. SCOPE

The provisions of this code apply to the construction, alteration, movement, enlargement, replacement and installation of outdoor lighting throughout the unincorporated areas of Riverside County, including but not limited to:

- A. Lighting on private property, such structures, areas, features, security and advertising.
- B. Lighting for private roadways, walkways and bikeways.
- C. Lighting for public property such as structures, areas, features, security and advertising.

Exceptions to Section 3

1. Facilities, sites or roadways under the sole jurisdiction of the Federal or State Governments or within the jurisdiction of a sovereign nation.
2. Lighting specifically governed by a Federal or State regulation or statute.
3. Lighting subject to the terms of a special plan approved by the County.

Section 4.

APPROVED MATERIALS AND METHODS OF INSTALLATION.

This ordinance is not intended to prevent the use of any design, material or method of installation not specifically forbidden, provided any such alternate has been approved. The Planning Director may approve any such proposed alternate if it:

- A. Provides at least approximate equivalence to the applicable specific requirements of this ordinance; and
- B. Is otherwise satisfactory and complies with the intent of this ordinance.

Section 5. DEFINITIONS.

- A. **Luminaire** means a complete illuminating device, lighting fixture or other device that emits light, consisting of light source(s) together with the parts designed to distribute the light, to position and protect the light source(s), to regulate the electrical power, and to connect the light sources to the power supply.
- B. **Outdoor luminaire** means a luminaire, whether permanently installed or portable, that is installed outdoors, whether completely or partly exposed or under a canopy, and used for general or task illumination for any of the following applications:
 1. Lighting for and around buildings and structures.
 2. Lighting for parks and recreational facilities.
 3. Parking lots and garages.
 4. Landscape lighting.
 5. Outdoor advertising displays and other signs.
 6. General area lighting for commerce, industry or security.
 7. Street and roadway lighting.
 8. Walkway, bikeway and lighting.
- C. **Class I lighting** means all outdoor luminaires used for but not limited to outdoor sales or eating areas, assembly or repair area, outdoor advertising displays and other signs, recreational facilities and other similar applications when color rendition is important.
- D. **Class II lighting** means all outdoor lighting used for but not limited to illumination for walkways, private roadways and streets, equipment yards, parking lot and outdoor security when color rendering is not important.
- E. **Class III lighting** means that lighting not meeting Class I or Class II purposes and used primarily for decorative effects. Examples of Class III lighting include, but are not limited to, the illumination of flag poles, trees, fountains, statuary, and building walls.
- F. **Planning Director** means the Director of Planning of the County of Riverside or representative(s) designated by the Planning Director.
- G. **IES** means the Illuminating Engineering Society of North America.

- H. **Zone A** means the circular area fifteen (15) miles in radius centered on Palomar Observatory.
- I. **Zone B** means the circular ring area defined by two circles, one forty-five (45) miles in radius centered on Palomar Observatory, and the other the perimeter of Zone A.
- J. **Zone C** means the remainder of the County outside of the perimeter of Zone B.
- K. **Individual** means any private individual, tenant, lessee, owner or any commercial entity, including, but not limited to, companies, partnerships, joint ventures or corporations.
- L. **Installed** means any installation of outdoor luminaires after the effective date of this ordinance. Projects with construction plans approved by the County prior to the effective date of this ordinance are excluded from installation in compliance with this ordinance.
- M. **BUG rating of an outdoor luminaire** means the ranking of the luminaire using a photometric report to establish the Backlight (B), Uplight (U) and Glare (G) ranking according to IES TM-15-11.
- N. **Fully Shielded Luminaire** means an outdoor luminaire where no light is emitted at or above an angle of 90 degrees above the nadir as evidenced by a photometric test report from a NVLAP accredited testing laboratory in which the uplight value (U) is 0. Any structural part of the luminaire providing shielding shall be permanently attached.
- O. **Partly Shielded luminaire** means outdoor luminaires that have a U (uplight) rating between 1 and 4.
- P. **Unshielded luminaire** means outdoor luminaires that are not Fully Shielded or Partly Shielded and have a U (uplight) rating of 5 or no rating at all.
- Q. **Outdoor Advertising Display** means advertising structures and signs used for outdoor advertising purposes, not including onsite advertising signs, as further defined and permitted in Article XIX of Ordinance No. 348.
- R. **Outdoor Recreational Facilities** means public or private facilities designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities. Outdoor recreational facilities include, but are not limited to, fields for softball, baseball, football, soccer, and any other field sports, courts for tennis, basketball, volleyball, handball and other court sports, for which the level of play according to IES RP-6-15 Section 4.4 is Class III or Class IV.
- S. **Outdoor Sports Facilities** include fields for softball, baseball, football, soccer, and other field sports, courts for tennis, basketball, volleyball, handball and other court sports, and outdoor stadiums in which the level of play, according to RP-6-15 Section 4.4 is Class I or Class II.
- T. **Lamp or source.** Generic term for a man-made source of light. In the context of this Code, a lamp is the user-replaceable electrically powered light bulb, fluorescent or neon tube, or LED light source.
- U. **LED** means light emitting diode solid state lighting source.
 - 1. **LED Hybrid** means a dedicated LED luminaire employing LED devices of two or more different colors, typically a white LED and a colored LED. For the purposes of this Ordinance, the white LED shall not exceed 3000K and the other color LED(s) must be green, amber, orange and/or red. Blue or violet LEDs are not permitted.

- 2. **LED Amber** means an LED luminaire employing amber or yellow colored LED devices.
- 3. **Filtered LED (FLED)** means a dedicated LED luminaire employing white LED devices and has a permanently affixed color filter to remove blue light and giving the appearance of an amber or yellow-green light.
- V. **Curfew** means a time established for listed lighting systems to be automatically extinguished.
- W. **Dedicated LED** means a luminaire with a hard-wired LED light generating module and a separate driver.
- X. **Outdoor Luminaire Light Output** means the amount of light, measured in lumens, generated by a luminaire. The luminaire lumens shall be the rated lumens of the luminaire according to a photometric report from a NVLAP certified test laboratory.

Section 6.

TITLE 24 LIGHTING ZONES

For the purposes of complying California Code of Regulations, Title 24, Part 1, Section 10-114 and Title 24, Part 6, Section 140.7, Zone A as defined above shall be Lighting Zone 1 (LZ-1), Zone B as defined above shall be Lighting Zone 2 (LZ-2) . The balance of the County shall be LZ-2 or LZ-3 per the statewide default zones.

The Planning Director shall establish a method for applicant(s) to request and for the Planning Director to set a different lighting zone per Title 24, Part 1 Section 10-114 for a specific parcel or project.

Section 7.
GENERAL REQUIREMENTS.

Light sources are restricted by lighting zone according to the following Tables:

TABLE 7-1 Class I Lighting (color rendering is important)

ALL LUMINAIRES SHALL BE FULLY SHIELDED			
Source	Zone A and LZ-1	Zone B and/or LZ-2	Zone C and/or LZ-3
LED >3000K	Not allowed	Not allowed	Not allowed
LED 3000K	Allowed	Allowed	Allowed
LED 2700K or less	Allowed	Allowed	Allowed
Incandescent or 2700K or lower LED replacement lamps	Allowed	Allowed	Allowed
LED amber, hybrid or filtered	Allowed ¹	Allowed ¹	Allowed ¹
Metal halide, fluorescent, compact fluorescent, induction	Not allowed	Allowed if 3000K or less	Allowed if 3000K or less
High pressure sodium	Allowed ¹	Allowed ¹	Allowed ¹
Low pressure sodium	Allowed ²	Allowed ²	Allowed ²
Neon or cold cathode	Not allowed	Not allowed	Not allowed
Other light sources ³	Not allowed	Not allowed	Not allowed

Notes

- ¹ Not recommended due to poor color rendering
- ² Not recommended – source is obsolete and has no color rendering
- ³ For light sources not listed, applicants may appeal as provided under Section 3.

TABLE 7-2 Class II Lighting (color rendering is not important)

ALL LUMINAIRES SHALL BE FULLY SHIELDED			
Source	Zone A and LZ-1	Zone B and LZ-2	Zone C and LZ-3 or 4
LED >3000K	Not allowed	Not allowed	Not allowed
LED 3000K	Not allowed	Allowed	Allowed
LED 2700K or less	Allowed	Allowed	Allowed
Incandescent or 2700K or lower LED replacement lamps	Allowed	Allowed	Allowed
LED amber, hybrid or filtered	Allowed	Allowed	Allowed
Metal halide, fluorescent, compact fluorescent, induction	Not allowed	Not allowed	Not allowed
High pressure sodium	Allowed	Allowed	Allowed
Low pressure sodium	Allowed ¹	Allowed ¹	Allowed ¹
Neon or cold cathode	Not allowed	Not allowed	Not allowed
Other light sources ²	Not allowed	Not allowed	Not allowed

Notes

- ¹ Not recommended – source is obsolete and has no color rendering
- ² For light sources not listed, applicants may appeal as provided under Section 3.

TABLE 7-3 Class III Lighting (decorative lighting)

LUMINAIRES SHALL BE FULLY SHIELDED EXCEPT AS NOTED			
Source	Zone A and LZ-1	Zone B and LZ-2	Zone C and LZ-3 or 4
LED >3000K	Not allowed	Not allowed	Not allowed
LED 3000K	Not allowed	Allowed	Allowed
LED 2700K or less	Allowed May be partly shielded or unshielded up to 450 lumens	Allowed May be partly shielded or unshielded up to 600 lumens	Allowed May be partly shielded or unshielded up to 1000 lumens
LED amber, hybrid or filtered			
Incandescent or 2700K or lower LED replacement lamps			
Metal halide, fluorescent, compact fluorescent, induction	Not allowed	Not allowed	Not allowed
High pressure sodium	Allowed	Allowed	Allowed
Low pressure sodium ¹	Allowed ¹	Allowed ¹	Allowed ¹
Neon or cold cathode	Not allowed	Not allowed	Not allowed
Other light sources ²	Not allowed	Not allowed	Not allowed

Notes

¹ Not recommended – source is obsolete and has no color rendering

² For light sources not listed, applicants may appeal as provided under Section 3.

Section 8.

SUBMISSION OF PLANS AND EVIDENCE OF COMPLIANCE.

The application for any required County approval for work involving nonexempt outdoor luminaires shall include evidence that the proposed work will comply with this ordinance. The submission shall contain, but not be limited to, the following:

- A. The location of the site where the outdoor luminaires will be installed;
- B. Plans indicating the location and type of fixtures on the premises;
- C. A description of the outdoor luminaires, including, but not limited to, manufacturer's catalog cuts and drawings.
- D. Photometric reports from a NVLAP accredited laboratory indicating luminaire light source type, color temperature, and BUG rating.

The above required plans and descriptions shall be sufficiently complete to enable the County to readily determine whether compliance with the requirements of this ordinance will be secured. If such plans and descriptions cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the applicant shall submit further evidence of compliance enabling such determination.

Section 9.
PROHIBITIONS.

- A. All lighting shall be off between 11:00 p.m. and one hour before sunrise, except as follows:
 - 1. Motion sensors may be used for Class I lighting after 11:00 p.m.
 - 2. Class II lighting may remain on all night but shall employ motion sensors to turn lights off or dim lights when there is no motion after 11:00 p.m.
 - 3. On-premise advertising signs shall only be illuminated while the business facility is open to the public
 - 4. Outdoor advertising displays may remain lighted until midnight.
 - 5. Outside sales, commercial, assembly, repair, and industrial areas shall only be lighted when such areas are actually in use.
 - 6. Outdoor recreational facilities may remain lighted to complete recreational activities that are in progress and under illumination in conformance with this ordinance at 11:00 p.m.
- B. Operation of searchlights or aerial lasers for advertising purposes is prohibited.
- C. All external sign and billboard lighting shall be top-down. Bottom mounted signs are prohibited. Signs shall comply with the sign code.
- D. Use of mercury vapor lamps is prohibited.

Section 10.
PERMANENT EXCEPTIONS.

- A. Nonconformance. All outdoor luminaires existing and legally installed prior to the effective date of this ordinance are exempt from the requirements of this ordinance except that:
 - 1. When existing luminaries are reconstructed or replaced, such reconstruction or replacement shall be in compliance with this ordinance.
 - 2. Section 9 regarding hours of operation shall apply.
- B. Fossil Fuel Light. All outdoor luminaires producing light directly by combustion of fossil fuels (such as kerosene lanterns, and gas lamps) are exempt from the requirements of this ordinance.
- C. Holiday Decorations. Lights used for holiday decorations are exempt from the requirements of this ordinance.

D. Outdoor Sports Facilities may employ either:

- a. Up to 6000K LED lighting systems provided (1) the lighting system employs shielding to completely prevent uplight; (2) the lighting is controlled by motion sensors or from a control booth; and (3) the lighting is dimmable and designed to use the least amount of light necessary for the activity; and (4) the lighting system has a fixed curfew of 11:00PM that can be overridden from the control booth.
- b. Up to 5700K Metal halide lighting systems provided (1) the lighting system employs shielding to completely prevent uplight; (2) the lighting is controlled from a control booth and does not automatically turn on; (3) the lighting system has a fixed curfew of 11:00PM that can be overridden from the control booth.

Section 11.
TEMPORARY EXEMPTIONS.

- A. Information Required. Any individual may submit a written request to the Planning Director for a temporary exemption from the requirements of this ordinance. The filing fee for the temporary exemption shall be \$50.00. The Request for Temporary Exemption shall contain the following information:
1. Name, address and telephone number of the applicant;
 2. Location of the outdoor luminaires for which the exemption is requested;
 3. Specific exemption(s) requested;
 4. Use of the outdoor luminaires involved;
 5. Duration of the requested exemption(s);
 6. Type of outdoor light fixture to be used, including the light source and color temperature, total lumen output, character of the shielding, if any;
 7. Previous temporary exemptions, if any;
 8. Such other data and information as may be required by the Planning Director. The Planning Director shall have ten (10) business days from the date of receipt of the Request for Temporary Exemption to approve or disapprove the request. The applicant will be notified of the decision in writing.
- B. Duration of Approval. The exemption shall be valid for not more than thirty (30) consecutive days from the date of issuance of approval. Exemptions are renewable for a period of not more than fifteen (15) consecutive days. Requests for renewal of a temporary exemption shall be processed in the same manner as the original request. No outdoor luminaires shall be exempted from this ordinance for more than forty-five days during any twelve (12) month period.

Exception to Section 11 (B.): An exemption for portable lighting for construction shall be valid for one year and may be renewable on an annual basis.

- C. Appeals. An applicant or any interested person may file an appeal from the decision of the Planning Director within 10 days of the date of mailing of the notice of decision to the applicant. The appellant may appeal that decision, in writing, to the Board of Supervisors, on forms provided by the Planning Department, which shall be accompanied by a filing fee of \$25.00. Upon receipt of a completed appeal, the Clerk of the Board shall set the matter for hearing before the Board of Supervisors not less than five days nor more than 30 days thereafter and shall give written notice of the hearing to the appellant and the Planning Director. The Board of Supervisors shall render its decision within 30 days following the close of the hearing on the appeal.

Section 12.

EMERGENCY EXEMPTIONS.

This ordinance shall not apply to portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

Section 13.

CONFLICTS.

Where any provision of the statutes, codes or laws of the United States of America or the State of California conflicts with any provision of this ordinance, the most restrictive shall apply unless otherwise required by law.

Section 14.

VIOLATIONS AND PENALTIES.

It shall be unlawful for any individual to operate, erect, construct, enlarge, alter, replace, move, improve, or convert any lighting structure, or cause the same to be done, contrary to or in violation of any provision of this ordinance.

Any individual violating any provision of this ordinance shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such individual shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this ordinance is committed, continued, or permitted.

Any individual convicted of a violation of this ordinance shall be (1) guilty of an infraction offense and punished by a fine not exceeding one hundred dollars (\$100) for a first violation: (2) guilty of an infraction offense and punished by a fine not exceeding two hundred fifty dollars (\$250) for a second violation on the same site and perpetrated by the same individual. The third and any additional violations on the same site and perpetrated by the same individual shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding one thousand dollars (\$1,000) or six months in jail, or both. Payment of any penalty herein shall not relieve an individual from the responsibility for correcting the violation.

Section 15.
VIOLATIONS CONSTITUTE PUBLIC NUISANCE.

Any lighting structure erected, constructed, enlarged, altered, replaced, moved, improved, or converted contrary to the provisions of this ordinance shall be, and the same is hereby declared to be, unlawful and a public nuisance and subject to abatement in the manner provided by law. Any failure, refusal or neglect to obtain a permit as required by this ordinance shall be prima facie evidence of the fact that a public nuisance has been committed in connection with the erection, construction, enlargement, alteration, replacement, improvement, or conversion of a lighting structure erected, constructed, enlarged, altered, repaired, moved, improved, or converted contrary to the provisions of this ordinance.

Section 16.
SEVERABILITY.

If any provision of this ordinance or the application thereof to any individual or circumstance is invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Section 17.
EFFECTIVE DATE.

This ordinance shall take effect and be in force thirty (30) days after the date of its adoption.

PROPOSED MODERNIZATION OF RIVERSIDE COUNTY ORDINANCE NO.915P REGULATING
OUTDOOR LIGHTING

Proposed changes are underlined and in bold.

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. FINDINGS

The Board of Supervisors finds that inadequately shielded outdoor lighting results in a waste of natural resources and **causes** light trespass. The Board of Supervisors further finds that ~~at certain levels, light trespass, and associated glare, may jeopardize the health, safety or general welfare of Riverside County residents and degrade their quality of life.~~ **The Board of Supervisors also finds that these concerns are sufficiently different from the negative impacts of light pollution that are currently regulated by Ordinance 655 to warrant this specific Ordinance.**

Section 2. PURPOSE

The purpose of this Ordinance is to provide minimum requirements for outdoor lighting in order to reduce light trespass, and to protect the health, property, and well-being of residents in the unincorporated areas of the County.

Section 3. AUTHORITY

This Ordinance is adopted pursuant to the Board of Supervisors' police power as set forth under Article XI, section 7 of the California Constitution.

Section 4. DEFINITIONS

As used in this Ordinance, the following terms shall have the following meanings:

- a. Adequately shielded. ~~Shielding of an outdoor luminaire by opaque components or materials, such that light rays are limited to the parcel of origin and the light source is not visible from another property or public right-of-way.~~ A luminaire using a combination of internal or attached shielding and/or aiming to control light radiation onto the property on which is it located.
- b. Glare. Light emitting from an outdoor luminaire that causes ~~reduced vision or momentary blindness.~~ visual disability or discomfort.
- c. Light source (lamp). An electrical bulb, tube, diode, or other device that produces artificial light or illumination.
- d. ~~Light trespass.~~ **Trespassing Light.** Light falling across a property line onto another lot or parcel of land or onto a public right-of-way. The presence of ~~light trespass~~ **trespassing light** shall be determined in accordance with Section 7 of this Ordinance.
- e. Luminaire. A complete lighting unit consisting of one or more lamps, **LED arrays or**

other light sources, ~~the lamp~~ light source mounting or holder, any reflector or lens, and any other components or accessories.

f. Outdoor Luminaire. ~~Outdoor luminaires~~, A luminaire, whether permanent or portable, ~~including general light fixtures, searchlights, spotlights, and floodlights; and the light cast by such fixtures installed outdoors.~~

Section 5. STANDARD

- a. All outdoor luminaires ~~in~~ shall be located, adequately shielded, and directed such that no direct light falls outside the parcel of origin, or onto the public right-of-way, **except as allowed in Section 7.** Outdoor luminaires shall not blink, flash, or rotate.

EXCEPTION TO Section 5.(a.). Less than fully shielded decorative luminaires permitted by Ordinance 655 Table 7-3.

- b. **All outdoor luminaires shall be rated 3000K or less correlated color temperature (CCT).**

EXCEPTION TO Section 5(b.) New luminaires shall comply with Ordinance 655.

- c. **All outdoor luminaires shall be turned off or dimmed at least 50% after a curfew time, defined as the later of either (1) 10:00PM or (2) 1 hour after the close of business. Luminaires may be controlled by motion sensors after curfew.**

Section 6. EXEMPTIONS

The following outdoor luminaires shall be exempt from the provisions of this Ordinance when properly installed and in compliance with all County ordinances:

- a. Luminaires used or otherwise required by law enforcement or other emergency personnel.
- b. Luminaires used to illuminate publicly-owned property, including but not limited to, parks, recreation areas, schools, streets, street signs and sidewalks.
- c. Luminaires used to illuminate authorized public and private monuments.
- d. Luminaires authorized by a provision of state or federal law as long as that lighting conforms to the requirements of the state or federal law.
- e. Luminaires used for holiday decoration.
- f. Luminaires producing light directly by the combustion of fossil fuels (such as kerosene lanterns, and gas lamps).
- g. Neon luminaires.
- h. Luminaires used to illuminate agricultural activities, operations or facilities as defined in Section 5 of Riverside County Ordinance No. 625.

i. Luminaires used to illuminate for parking areas and other outdoor spaces directly serving a facility operating 24 hours are not required to be turned down or off as required under Section 5 (c.).

j. Luminaires used to illuminate sports courts and fields, provided that they are equipped with controls to prevent operation after 10PM Sunday through Thursday and 11PM Friday and Saturday.

Section 7. DETERMINATION OF LIGHT TRESPASS

A determination of light trespass shall be made by observation of the allegedly non-conforming luminaire(s) measurement of the allegedly trespassing light onto from the complaining party's property. A "complaining party" may be either an owner or occupant of private property or a public entity. Trespassing light occurs when the amount of light measured at the property line in any plane caused by one or more luminaires exceeds the following limits:

<u>Maximum Light Limit</u>	<u>Pre-curfew</u>	<u>Post-curfew</u>
<u>Onto any residential property, in-patient health care facility, dormitory, hotel or motel</u>	<u>3 lux (0.3 foot-candle)</u>	<u>1 lux (0.1 foot-candle)</u>
<u>Onto any non-residential property or public right of way</u>	<u>8 lux (0.8 foot-candle)</u>	<u>3 lux (0.3 foot-candle)</u>

Section 8. SECURITY LIGHTING

Security lighting solely triggered by motion or noise shall be allowed subject to all of the provisions of this Ordinance except Section 5 (c.).

Section 9. NON-CONFORMING OUTDOOR LUMINAIRES

Outdoor luminaires existing on the effective date of this Ordinance that do not meet the requirements as set forth herein shall be brought into compliance or removed as follows:

- Within three (3) months of the effective date of this Ordinance, where redirection of the light fixture is feasible and will bring the light fixture into compliance; or
- Within six (6) months of the effective date of this Ordinance, in all other cases.

Section 10. COMPLIANCE METHODS

Outdoor luminaires not meeting the standards of Section 5 be brought into compliance in any of the following ways:

- Redirection of the luminaire;
- Shielding of the light source;
- Redesign or relocation of the luminaire;
- Replacement of the luminaire with a conforming luminaire; or
- Removal of the luminaire.

Section 11. ENFORCEMENT

The Riverside County Sheriff and Code Enforcement Departments shall have the primary responsibility for enforcing this Ordinance.

Section 12. VIOLATIONS AND PENALTIES

Any person who violates any provision of this Ordinance once or twice within a one hundred and eighty (180) day period shall be guilty of an infraction. Any person who violates any provision of this Ordinance more than twice within a one hundred and eighty (180) day period shall be guilty of a misdemeanor. Each day a violation is committed or allowed to continue shall constitute a separate offense and shall be punishable as such. Penalties shall not exceed the following amounts.

- a. For the first violation within a one hundred and eighty (180) day period the minimum mandatory fine shall be one hundred dollars (\$100).
- b. For the second violation within a one hundred and eighty (180) day period the minimum mandatory fine shall be two hundred and fifty dollars (\$250).
- c. For any further violations within a one hundred and eighty (180) day period the minimum mandatory fine shall be five hundred dollars (\$500) or imprisonment in the County jail for a period not exceeding six (6) months, or both.

Section 13. CONFLICT BETWEEN ORDINANCE REQUIREMENTS

This Ordinance shall neither replace the requirements of the zoning Ordinance or any other County ordinances, including but not limited to County Ordinance No. 655, nor supersede the terms of any private Covenants, Conditions and Restrictions (CC&Rs). However, when there is a conflict in the requirements of this and any other ordinance, the more stringent requirements shall apply. The County of Riverside does not enforce private CC&Rs.

Section 14. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect the remainder of the Ordinance or the application of such provision(s) to other persons or circumstances.

Section 15. SAVINGS CLAUSE

The adoption of this Ordinance shall not in any manner affect the prosecution of ordinance violations, which violations were committed prior to the effective date of this Ordinance, nor be construed as a waiver of any permit, license, penalty or penal provisions applicable to such violations. The provisions of this Ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by Riverside County relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments.

Section 16. EFFECTIVE DATE

This Ordinance shall take effect 30 days after its adoption.

TEMPLATE COMMUNITY OUTDOOR LIGHTING ORDINANCE

Section 1. PURPOSE

The purpose of this ordinance is to implement the goals of the General Plan and protect and promote public health, safety, welfare, and quality of life by establishing regulations and a process for review of outdoor lighting that will accomplish the following:

- A. Protect against light pollution in all its forms, thereby reclaiming the ability to view the night sky and thereby help preserve the quality of life and scenic value of this desirable visual resource;
- B. Help protect and enhance human health and wellness and wildlife habitation and migration by minimizing light pollution and its impact on all forms of life, consistent with the June 2016 position on outdoor lighting by the American Medical Association.
- C. Promote lighting practices and systems to conserve energy, decrease dependence on fossil fuels and limit greenhouse gas emissions consistent with the California Global Warming Solutions Act and other applicable state and federal law.
- D. Ensure that sufficient lighting can be provided where needed to promote safety and security on public and private property, and to allow for reasonable lighting for commercial properties and activities,
- E. Provide easily understood regulations for residential lighting that help minimize obtrusive light and mitigate neighbor-to-neighbor lighting issues;
- F. Provide practical regulations for non-residential lighting that are consistent with the California Code of Regulations, Title 24, Parts 1, 2, 6 and 11.
- G. Allow reasonable flexibility in the style of lighting fixtures and the technology used to generate and control light; and,
- H. Permit appropriate lighting employing historic and current technology, evolving advancements, energy use and economic needs.

Section 2. APPLICABILITY

- A. Except as described below, all outdoor lighting installed or modified after the date of effect of this Ordinance shall comply with these requirements. This includes, but is not limited to, new lighting, replacement lighting, additions and alterations, or any other lighting whether attached to structures, poles, the earth, or any other location, including lighting installed by any third party.

Exception to Section 2. (A.): Any lighting-specific requirements in the following shall take precedence over this ordinance.

- a. Specific use permit.
- b. Federal, state, or county laws or regulations.

Exemptions from Section 2. (A.) The following are not regulated by this Ordinance:

1. Indoor lighting.
 2. Lighting within public right-of-way or easement for the principal purpose of illuminating streets, roads, sidewalks, walkways, bikeways, bridges, tunnels and other public means of conveyance and travel.
 3. Lighting permitted prior to the effective date of this Ordinance
 4. Lighting solely for signs (lighting for signs is regulated by the Sign Ordinance).
 5. Repairs to existing luminaires, but not including new replacement luminaires or modifications to existing luminaires.
 6. Temporary lighting for one-time events.
 7. Underwater lighting in swimming pools and other water features.
 8. Temporary lighting and seasonal lighting, except that temporary lighting and seasonal lighting are not permitted in or within 100 feet (30.5 meters) of Public Open Space.
 9. Short-term lighting associated with activities authorized by a valid temporary use permit, special event permit or film permit.
 10. Construction or emergency lighting provided such lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.
- B. Applications for land use entitlements after the effective date of this ordinance shall include compliance with this chapter as a condition of approval.

Section 3. GENERAL REQUIREMENTS FOR ALL OUTDOOR LIGHTING.

- A. **Compliance with State Code** All lighting and controls shall comply with the California Title 24 California Code of Regulations, Title 24, Parts 1, 2, 6 and 11.
- B. **Shielding** All luminaires shall be fully shielded and shall not emit light into the upper hemisphere around the luminaire once installed. Support and mounting systems for luminaires shall not allow post-installation adjustments that could defeat compliance of this requirement.

Exceptions to Section 3. (A.)

- a. Decorative lighting as permitted herein.
 - b. Landscape lighting as permitted herein.
 - c. Architectural floodlighting and outlining as permitted herein.
- C. **Turned off or reduced after curfew** Automated control systems, such as motion sensors, astronomic timer switches and lighting control systems, shall be used to meet the curfew requirements of 17.41.050 and the technical and energy efficiency requirements of California Code of Regulations Title 20 Section 1605.1(I) and Title 24 Part 6 Sections 130.2, 140.7 and 150.1. Manual initiation switches are permitted as long as they do not defeat the automatic shut off function.

Exceptions to Section 3. (B.)

- a. Egress lighting as required by Title 24 Part 2 Section 1006.
- b. Lighting for facilities having 24 hour operations or business.
- c. Lighting required for accessibility.
- d. Lighting required by statute, law or ordinance to operate all night.

- e. One luminaire per residence that illuminates the address or apartment number.
 - f. Lighting by special permit.
- D. **Lighting Color (Chromaticity).** The correlated color temperature of all outdoor lighting shall be 3000 Kelvin or less, with tolerance within the ANSI standard C78.377 of LED sources.
- Exceptions to 17.41.040 (C.)**
- a. Amber sources necessary to protect beach and environmentally sensitive habitat areas, as determined by the planning director.
 - b. Legally required monochromatic light sources including but not limited to, aviation obstruction lighting, traffic signal lighting, and marine lighting
 - c. As allowed by a special use permit.
- E. **Prevention of Light Trespass** All lighting shall be designed and implemented to mitigate light trespass onto adjacent properties. The maximum allowable light trespass shall be per Table 1 and Table 2.
- F. **Lighting Not Permitted** None of the following are permitted except by special permit:
- 1. Dynamic lighting, such as moving lights, color changing lighting,
 - 2. Luminaires exceeding 500,000 peak candelas or 500,000 lumens
 - 3. Laser lighting
 - 4. Unshielded lighting such as string lights, light rope, neon lighting, or LED tubing.
 - 5. Lighting within Public Open Space areas.

Section 4. LIGHTING ZONES

- A. **Lighting Zones** The Planning Director shall develop and maintain a lighting zone map of the community identifying the following zones as defined and required by the California Code of Regulations, Title 24, Part 1, Section 10-114 as follows:

Lighting Zone 0 (Zero), which shall include Environmentally Sensitive Habitat Area (ESHA), Public Open Space (POS) Area, and other areas within the community that are undeveloped or intended to be preserved in a natural state and for which lighting is only provided for safety or to meet applicable Federal, State or community requirements.

Lighting Zone 1 (One), which shall include all areas of the community that are adjacent to Lighting Zone 0, rural in character, and/or which are determined by the Planning Director to be suitable for low levels of exterior lighting at night.

Lighting Zone 2 (Two), which shall include all areas of the community that are semi-urban or urban in character, and/or which are determined by the Planning Director to be suitable needs for modest levels of exterior lighting at night.

Lighting Zone 3 (Three), which shall include all areas of the City that are urban in character or have high night light level requirements for specific property uses which are determined by the Planning Director to be suitable needs for medium to high levels of exterior lighting at night.

Lighting Zone 4 (Four) shall not be used in the community except by special permit.

- B. **Posting of Zoning Map** The Lighting Zone Map shall be posted on the Web Site of the City and made available to the public.
- C. **Administration of Lighting Zones** The Planning Director shall develop a process to review proposed changes and appeals to the Lighting Zone map, which shall be approved by City Council. Approved changes and appeals shall be updated onto the Lighting Zone Map. The Planning Director shall notify the California Energy Commission according to California Code of Regulations, Title 24, Part 1, Section 10-144(d).

Section 5. LIGHTING ZONE SPECIFIC LIGHTING REQUIREMENTS

- A. **Applicability** In addition to the foregoing, all outdoor lighting must meet the following requirements per Lighting Zone and whether the property being lighted is residential or non-residential. Residential properties shall comply with Table 1 and non-residential properties shall comply with Table 2 as described below. For the purposes of these requirements, multi-family residential properties of 8 domiciles or more shall be considered non-residential.
- B. **Curfew**
 - 1. **Residential lighting** All exterior lighting shall be extinguished at the curfew time by an automatic shut off device. Motion sensor controlled lighting may be used after curfew if it is fully shielded and located within 10 feet of a building entrance.
 - 2. **Non-residential lighting** All exterior lighting shall be extinguished or dimmed 50% at the curfew time under the control of an automatic device. Motion sensor controlled lighting may be used to turn on or increase the light level for fully shielded lighting at building entrances, exits, parking lots and walkways.
- C. **Maximum Lumens** For a dedicated fluorescent, LED or HID luminaire, the allowed maximum rated lumens per a photometric report or manufacturer's product literature. For a line voltage socket luminaire or a low voltage socket luminaire, the rated lumens of the lamp installed in it.
- D. **Maximum Mounting Height** The maximum mounting height above adjacent grade. See Figure 2.

Exception 1 to 17.41.060 (D): There is no maximum mounting height for fully recessed luminaires.

Exception 1 to 17.41.060 (D): For multi-story residential buildings and motels with exterior entrance doors, the maximum mounting height shall be 8 feet above adjacent floor unless recessed into an adjacent ceiling, soffit or overhang.
- E. **Landscape lighting** Landscape lighting is permitted per Table 1 and Table 2. Downlight only means that the luminaire emits no light above 90 degrees relative to

nadir (no light upwards). Shielded uplight means a luminaire aimed upward within 30 degrees of straight up that employs a baffle or louver to prevent glare. See Figure 3.

F. **Architectural Floodlighting and Outlining** The use of lighting to illuminate building facades, statuary, and similar edifices for appearance or other needs not involving visual tasks such as walking or driving may be permitted in lighting zones 2 and 3 if all the following conditions are met:

1. A plan and rendering is submitted for review and approval by the Planning Director.
2. The amount of exposed light sources does not exceed 20,000 lumens per acre of the site.
3. The average illumination of a façade or edifice shall not exceed 5 footcandles (50 lux).
4. Such lighting shall be extinguished at curfew.

No such lighting may be used without a permit, and shall not be allowed in lighting zones 0 and 1 under any conditions.

Section 6. PLAN REVIEW AND PERMITTING

A. **Plan Review** All outdoor lighting installations or installations involving new lighting or the modification, alteration, or replacement of outdoor lighting shall submit plans and related information as listed below and receive a permit prior to proceeding with any work.

1. Plans depicting the proposed luminaires.
2. Product specification data such as manufacturer's data sheets for each luminaire and control device(s) or systems being used.
3. For non-residential properties, signed pages of required documents for Title 24 – Part 6 Section 140.7 and Title 24 – Part 11 Section 5.106.8 demonstrating compliance.
4. Details, elevations, summaries or calculations as required to demonstrate compliance with this Ordinance.

B. **Alternative Means and Methods** Deviations from the lighting standards provided in this chapter may be approved pursuant to a site plan review in accordance with Section 17.62.40. The request shall state the circumstances and conditions relied upon for the site plan review and shall be accompanied by accurate plans and a legal description of the subject property. In addition, the following information shall be submitted:

1. Plans depicting the proposed light fixtures;
2. Detailed description of the circumstances which necessitate the deviation;
3. Details on the use of the proposed light fixtures for which the deviation is requested, including the type of outdoor light fixture(s) to be used, the total light output and character of the shielding, if any; and

4. Such other data and information as may be required by the planning director.

C. **Appeals** The site plan review may be granted if the community makes the following findings:

1. There are special circumstances or conditions applying to the land, buildings or outdoor light fixtures for which the site plan review is sought, which are peculiar to the project and do not apply generally to the land, buildings, or outdoor light fixtures in the surrounding area.
2. The strict application of this chapter would deprive the applicant of the reasonable use of the land or buildings, and the proposed deviation is the most restrictive means that will accomplish the purpose.
3. The proposed deviation will achieve the purpose and intent of this chapter, including light trespass, and will not adversely affect neighborhood character or the public health, safety or welfare.
4. The proposed project will not be contrary to or in conflict with the general purposes and intent of this title, nor the goals, objectives and policies of the general plan.

Section 7. LIGHTING ALLOWED BY TEMPORARY USE PERMIT ONLY (RESERVED)

Section 8. CONFLICTS WITH OTHER LAWS

In the event the provisions in this Ordinance conflict with other laws, this Ordinance shall be applied in a manner intended to carry out all provisions of law to the maximum extent feasible. When there is an irreconcilable conflict between the provisions of this Ordinance and the provisions of federal or state law, the provisions of federal or state law shall prevail over the provisions contained in this Ordinance only to the extent necessary to avoid a violation of those other laws or code provisions.

Section 9. APPLICATION OF ORDINANCE TO LEGAL NON-CONFORMING LIGHTING

A. **Amortization.** A property owner shall comply with the requirements of this Ordinance by (date.) Any non-compliant lighting still in place after this compliance deadline shall become and remain extinguished. A property owner may apply for an extension of this deadline by submitting a request to the planning director thirty days before the compliance deadline detailing why an extension is needed. Any non-compliant lighting shall remain extinguished while the request is pending. Upon demonstration of good cause for providing a property owner additional time to comply with the requirements of this section, the planning director may extend the property owner's time to comply and/or may require a plan for compliance that required partial compliance in advance of full compliance. For purposes of this section, the term "good cause" shall mean a significant financial or other hardship which warrants an extension or

conditional extension of the time limit for compliance established herein. In no instance, shall the planning director issue an extension of the compliance period in excess of one year's time. The planning director's decision shall be appealable.

B. Change of Use. If a property with non-compliant lighting changes use, then all outdoor lighting shall be brought into compliance with this chapter before the new use begins. Any uncorrected non-compliant lighting shall be removed or remain extinguished.

C. Resumption of Use after Abandonment. If a property with non-compliant lighting is abandoned for a period of six months or more, then all outdoor lighting shall be brought into compliance with this chapter before any resumption of use of the property occurs. Any uncorrected non-compliant lighting shall be removed or remain extinguished.

Section 10. ENFORCEMENT AND PENALTIES (RESERVED)

Section 11. DEFINITIONS

For the purposes of this Chapter only, the following words and phrases are defined as follows:

1. "Curfew" means the time of day when lighting restrictions, based on zoning district, are in effect.
2. "Directional lighting" means methods of directing light downward, rather than upward or outward, with the intention of directing light where it is needed.
3. "Fully shielded" means a light fixture constructed and installed in such a manner that all light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizontal plane through the fixture's lowest light-emitting part.
4. "Glare" means lighting entering the eye directly from a light fixture or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.
5. "Hardscape" means permanent surface improvements to the site including parking lots, driveways, entrances, curbs, ramps, stairs, steps, medians, walkways and non-vegetated landscaping that is 10 feet or less in width, that are made of materials such as, but not limited to, concrete, asphalt, stone and gravel.
6. "Lamp" means, in generic terms, a source of optical radiation (i.e., "light"), often called a "bulb" or "tube". Examples include incandescent, fluorescent, high-intensity discharge (HID) lamps, and low pressure sodium (LPS) lamps, as well as light-emitting diode (LED) modules and arrays.
7. "Light pollution" means the material adverse effect of artificial light including, but not limited to, glare, light trespass, sky glow, energy waste, compromised safety and security, and impacts on the nocturnal environment, including light sources that are left on when they no longer serve a useful function.
8. "Light trespass" means light that falls beyond the property it is located on. Permissible levels of light trespass shall be limited to those specific, quantitative thresholds of light intensity set forth in Tables 1 and 2. Light trespass shall be measured in the vertical plane of the property line on which the lighting in question is located. Field measurements to determine light trespass compliance shall not include

the effect of light produced by street lights or other lighting not produced by luminaires under the jurisdiction of this Ordinance or produced by luminaires on other properties.

9. "Lumen" means the unit of measure used to quantify the amount of visible light produced by a lamp or emitted from a luminaire (as distinct from "watt," a measure of power consumption).
10. "Luminaire" means outdoor electrically powered illuminating devices, including a light source, outdoor reflective or refractive surfaces, lenses, electrical connectors and components, and all parts used to mount the assembly, distribute the light and/or protect the lamp, whether permanently installed or portable.
11. "Seasonal lighting" means lighting installed and operated in connection with holidays or traditions. Seasonal lighting must be temporary lighting as defined herein and removed within 30 days of the date of installation, and shall not be re-installed within the same calendar year.
12. "Sky glow" means the brightening of the nighttime sky that results from scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Sky glow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the night sky.
13. "Temporary lighting" means lighting that (a) employs a cord and plug and is not permanently wired and (b) is installed and removed when the temporary need is over, not to exceed 30 days without a special use permit.
14. "Shielded Uplighting" means landscape lighting illuminating trees and landscape features employing an extended tube baffle or louver and aimed at least 60 degrees above horizontal.
15. "Outlining" means exposed light sources attached to structures for the primary purpose of attraction, branding or decoration.
16. "Dynamic lighting" means lighting that flashes, chases, changes color, or changes intensity for any purpose other than serving as a traffic signal, safety light, or aviation or marine marker.
17. "Light trespass" means light from one property also lighting an adjacent property. The amount of trespass is calculated and measured in the vertical plane at 5' above grade at the property line of the site on which the light(s) is located. If the adjacent property is a public street or sidewalk, then the point at which trespassing light is calculated and measured shall be the center of the public property or right-of-way between the property on which the light originates and any adjacent property.

Section 12 TABLES

Continued on Next Page

Table 1 – Residential Lighting Limits

Restriction	Lighting Zone 0 (Zero)	Lighting Zone 1 (One)	Lighting Zone 2 (Two)	Lighting Zone 3 (Three)
Curfew	1 hour after sunset	11:00PM	11:00PM	11:00PM
Maximum lumens per fully shielded luminaire	600 Must be 2700K or lower	900	900	900
Unshielded and decorative lighting	None allowed	One per residence not to exceed 300 lumens	Two per residence not to exceed 300 lumens	Three per residence not to exceed 600 lumens
Maximum mounting height above adjacent grade	8 feet	12 feet	12 feet	15 feet
Landscape lighting	None allowed	Downlight only not to exceed 300 lumens	Downlight and/or shielded uplight not to exceed 450 lumens per luminaire	Downlight and/or shielded uplight not to exceed 600 lumens per luminaire
Maximum landscape lighting lumens per acre	0	6000	12000	18000
Maximum allowable light trespass pre-curfew	0	0.1 footcandle (1 lux)	0.2 footcandle (2 lux)	0.5 footcandle (5 lux)

Table 2 – Non-Residential and Multi-Family Residential Lighting Limits

Restriction	Lighting Zone 0 (Zero)	Lighting Zone 1 (One)	Lighting Zone 2 (Two)	Lighting Zone 3 (Three)
Curfew	1 hour after sunset	11:00PM	11:00PM	11:00PM
Maximum lumens per fully shielded luminaire	600	2500	5000	15000
Unshielded and decorative lighting	None allowed	None allowed	Maximum 600 lumens per luminaire not to exceed 12000 lumens per acre.	Maximum 900 lumens per luminaire not to exceed 18000 lumens per acre
Maximum mounting height above adjacent grade	8 feet	20 feet	25 feet	35 feet
Landscape lighting	None allowed	Downlight only not to exceed 450 lumens	Downlight and/or shielded uplight not to exceed 600 lumens per luminaire	Downlight and/or shielded uplight not to exceed 900 lumens per luminaire
Maximum landscape lighting lumens per acre	0	9000	12000	18000
Maximum allowable light trespass pre-curfew	0	0.1 footcandle (1 lux)	0.2 footcandle (2 lux)	0.5 footcandle (5 lux)

End of Ordinance

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Western Riverside Council of Governments

Executive Committee

Staff Report

Subject: Amendment to the Appendix of the WRCOG Conflict of Interest Code

Contact: Janis Leonard, Administrative Services Manager, jleonard@wrcog.us, (951) 955-8320

Date: September 11, 2017

The purpose of this item is to request that the Executive Committee approve an update to the WRCOG Conflict of Interest Code.

Requested Action:

1. Adopt WRCOG Resolution Number 39-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

A review of the WRCOG Conflict of Interest Code is performed every two years. Changes to the current Code require an amendment. One title has been added within the list of Designated Positions. The newly designated title will be required to provide an annual Form 700, Statement of Economic Interest, beginning April 1, 2018.

WRCOG Title added:
Administrative Services Manager

Correction to the assignment of Disclosure Categories for a position:
Program Manager, Accounting

Revision of titles of existing positions:
From System Administrator to IT Administrator
From Staff Analyst to Staff Analyst ALL
From Technician to Technician, General

Prior Action:

August 17, 2017: The Technical Advisory Committee recommended that the Executive Committee adopt WRCOG Resolution Number 39-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

Fiscal Impact:

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

Attachments:

1. Conflict of Interest Code for the Western Riverside Council of Governments (Redline version).
2. Notice of Intention to Amend the Conflict of Interest Code of the Western Riverside Council of Governments.
3. WRCOG Resolution Number 39-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974 (with attached Legislative Version (Show Changes Made) of the Appendix).

Item 4.D

Amendment to the Appendix of the
WRCOG Conflict of Interest Code

Attachment 1

Conflict of Interest Code for the
Western Riverside Council of
Governments (Redline version)

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Legislative Version
(Shows changes made)

CONFLICT OF INTEREST CODE

OF THE

WESTERN RIVERSIDE

COUNCIL OF GOVERNMENTS

CONFLICT OF INTEREST CODE **OF THE** **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

(Amended ~~October 3, 2016~~September 11, 2017)

The Political Reform Act, (Gov. Code § 81000, et seq.), requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730), that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Western Riverside Council of Governments ("WRCOG")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Executive Assistant Administrative Services Manager** as WRCOG's Filing Officer. The **Executive Assistant Administrative Services Manager** shall make and retain a copy of all statements filed by Members of the Executive Committee, the Executive Director and the Treasurer, and forward the originals of such statements to the Clerk of the Board of Supervisors. The **Executive Assistant Administrative Services Manager** shall retain the originals of the statements of all other officials and designated positions and make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

(Amended ~~September 11, 2017~~October 3, 2016)

PART “A”
OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

WRCOG Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to WRCOG’s Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Executive Committee Members, including ex-officio non-voting members
Executive Director
Treasurer
Chief Financial Officer
Investment Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

-APP. A-1-

BBK – ~~October 2016~~August 2017

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DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>Administrative Services Manager</u>	<u>5</u>
Deputy Executive Director	1, 2
Director of Energy & Environmental Programs	2, 5
Director of Government Relations	4
Director of Transportation	1, 2
Fiscal Analyst	4
General Counsel	1, 2
Program Manager, Accounting	1 , 4
Program Manager, Administration	2, 3, 5
Program Manager, Environmental	5
Program Manager, HERO	2, 3, 5
Program Manager, Transportation	1, 2
Program Manager, TUMF	1, 2
Staff Analyst <u>(ALL)</u>	5
System-IT Administrator	5
Technician, <u>General</u>	5

**MEMBERS OF BOARDS,
COMMITTEES AND COMMISSIONS**

<u>DESIGNATED POSITIONS'</u>	<u>DISCLOSURE CATEGORIES</u>
<u>TITLE OR FUNCTION</u>	<u>ASSIGNED</u>
Finance Directors' Committee	1, 2
Planning Directors' Committee	2, 3, 5
<u>DESIGNATED POSITIONS'</u>	<u>DISCLOSURE CATEGORIES</u>
<u>TITLE OR FUNCTION</u>	<u>ASSIGNED</u>

**MEMBERS OF BOARDS,
COMMITTEES AND COMMISSIONS (Cont'd)**

Public Works Committee	2, 3, 5
Solid Waste Committee	2, 5
Technical Advisory Committee	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in the making of decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designate position must disclose for each disclosure category to which he or she is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of WRCOG.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or that own real property in the jurisdiction of WRCOG.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of WRCOG.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property in within the jurisdiction of WRCOG.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by WRCOG.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

Item 4.D

Amendment to the Appendix of the
WRCOG Conflict of Interest Code

Attachment 2

Notice of Intention to Amend the Conflict of
Interest Code of the Western Riverside
Council of Governments

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NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

NOTICE IS HEREBY GIVEN that the Executive Committee of the Western Riverside Council of Governments (“WRCOG”) intends to amend WRCOG’s Conflict of Interest Code (the “Code”) pursuant to Government Code section 87306.

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of WRCOG’s Code. WRCOG’s proposed amendment includes a new position that must be designated, revises titles of existing positions, and corrects the assignment of Disclosure Categories for a position.

The proposed amended Code will be considered by the Executive Committee on September 11, 2017, at 2:00 p.m. at the Riverside County Administrative Center – Board Hearing Room, 4080 Lemon Street, Riverside, California. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of Janis Leonard, Administrative Services Manager, Western Riverside Council of Governments, 4080 Lemon Street, 3rd Floor, MS 1032, Riverside, CA, 92501-3609; (951) 955-8320. Written comments must be submitted no later than September 11, 2017, at 2:00 p.m.

The proposed amended Code may be reviewed at, and copies obtained from, the office of the Administrative Services Manager during regular business hours.

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Item 4.D

Amendment to the Appendix of the
WRCOG Conflict of Interest Code

Attachment 3

WRCOG Resolution Number 39-17; A
Resolution of the Executive Committee of
the Western Riverside Council of
Governments Amending the Conflict of
Interest Code Pursuant to the Political
Reform Act of 1974 (with attached
Legislative Version (Show Changes Made)
of the Appendix)

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Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet
City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside
City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission
Indians • Riverside County Superintendent of Schools

RESOLUTION NUMBER 39-17

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Western Riverside Council of Governments ("WRCOG") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Executive Committee adopted a Conflict of Interest Code (the "Code") for WRCOG which was amended on October 3, 2016, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within WRCOG have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update WRCOG's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in WRCOG being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Executive Committee of, the proposed amended Code was provided each affected designated position and publicly posted for review at the County Administrative Offices at 4080 Lemon Street, Riverside, California; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Executive Committee of WRCOG on September 11, 2017, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the Executive Committee of the Western Riverside Council of Governments does hereby **RESOLVE** as follows:

Section 1. The Executive Committee does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Administrative Services Manager and available to the public for inspection and copying during regular business hours.

Section 2. The said amended Code shall be submitted to the Board of Supervisors of the County of Riverside for approval.

Section 3. The said amended Code shall become effective immediately upon approval by the Riverside County Board of Supervisors.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on September 11, 2017.

Debbie Franklin, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Grant Writing Assistance Program Guidelines

Contact: Christopher Gray, Director of Transportation, cgray@wrcog.us, (951) 955-8304

Date: September 11, 2017

The purpose of this item is to request that the Executive Committee approve proposed Grant Writing Assistance Program Guidelines for purposes of providing direct assistance to member agencies.

Requested Action:

1. Approve the Grant Writing Assistance Program Guidelines.

With the increased availability of certain competitive funding, WRCOG identified a need to assist our local agencies with the preparation and submission of grant applications. WRCOG has set aside funds for this purpose and is proposing the implementation of a Grant Writing Assistance Program to assist member agencies on an as-needed basis as funding is available. WRCOG convened a Focus Group to discuss the parameters and guidelines for the Program, and drafted Guidelines based off input from the Focus Group members and Committee members. The Program Guidelines were provided at the March 2017 Planning Directors' Committee (PDC) and Public Works Committee (PWC) meetings for review and comment and brought forth at their May meetings for approval.

WRCOG Grant Writing Assistance Program Guidelines

WRCOG has received requests to assist members in preparing proposals for grant opportunities, especially for the Caltrans Active Transportation Plan. WRCOG has identified short-term funds to commence a Grant Writing Assistance Program for its members. In order to create a Program that best assists WRCOG's members, WRCOG staff convened a Focus Group of member agency staff to provide feedback on Program specifics, which are summarized in this document. WRCOG is proposing these Guidelines for the Grant Writing Assistance Program funds to be reviewed by the Committee structure and approved by the Executive Committee.

WRCOG released a Request for Proposals (RFP) in March 2017 for consultants to serve on a "bench" to provide grant writing assistance to WRCOG member agencies. The bench of consultants will be made available to members on a first-come, first-served basis when grant opportunities for the selected programs become available. The consultants will assist members with the grant application process only. The following consultants were selected to assist our member agencies with grant preparation:

- Alta Planning + Design
- Blais & Associates
- KTUA
- National Community Renaissance
- WSP

WRCOG convened a Focus Group to examine Program details and logistics, since no such effort has been undertaken before, and to gather input and feedback from the members that would be utilizing the Program. Focus Group participants included two members from the PWC (Dan York, City of Wildomar, and Nelson Nelson, City of Corona), and two members from the PDC (Richard Sandzimier, City of Moreno Valley, and Steven Weiss, formerly of the County of Riverside). WRCOG also included staff from the Riverside County Transportation Commission (RCTC), which has indicated that it is also looking into implementing a similar program for grant opportunities that address capital projects. Including RCTC in the Focus Group ensures there are no duplicative efforts. The Focus Group met twice – in November 2016 and February 2017 – to first establish details and logistics, and then to provide feedback for the Guidelines.

Guidelines: The guidelines below define the parameters of the Program, including the following items:

1. Eligible grants;
2. Expectation of member agencies accepting assistance;
3. Linkage to other WRCOG programs;
4. Screening process; and
5. Process to request grant writing assistance.

#1 - Eligible grants: For this pilot round of the Program, WRCOG is proposing to focus on a few main grant opportunities. Proposed grants are as follows:

- Active Transportation Program
- Caltrans Sustainable Transportation Planning Grant Program
- Affordable Housing and Sustainable Communities Program
- Clean Cities related grants
- New planning grant opportunities

To maintain flexibility with the Program, new planning grant opportunities are included so that other planning grant opportunities may be considered. It was discussed at length that planning grants are not as plentiful as infrastructure / transportation (implementation / capital improvement) grants. Therefore, this category will provide assistance if any grant opportunities that focus on planning grants become available – such as ones that help fund General Plans, Specific Plans, or Community Plans. Based on previous experiences, WRCOG believes planning grant applications are not as resource intensive as infrastructure applications, thus allowing Program funds to be utilized efficiently. The Program is not intended to assist on infrastructure grant opportunities, i.e., TIGER, HSIP, FASTLANE, etc.

Clean Cities grants would be for Clean Cities Coalition members only and focus on any grant opportunities related to Clean Cities activities, such as electric vehicle charging stations and city / county fleet purchasing. Funds for assistance with these grants will be allocated from Coalition Program funds. WRCOG administers the Coalition on behalf of its member jurisdictions and agencies that pay member dues, and would like to increase the Coalition's effectiveness by assisting Coalition member agencies attain grant funding.

#2 - Expectation of member agency accepting assistance: WRCOG member agencies must submit a formal request to WRCOG for grant writing assistance. WRCOG will only authorize a consultant on the "bench" to provide assistance if a WRCOG member agency submits a formal request to WRCOG for the eligible grant opportunities listed above.

In order for the Program to run effectively and utilize funds efficiently, the member agency accepting grant writing assistance must agree to the following:

- Define project parameters and provide consultant a basic project description
- Dedicate sufficient resources:
 - o Attain all the necessary material on the information checklist provided by the consultant
 - o Attend kick-off meeting to ensure consultant has needed information to prepare grant application
 - o Respond to inquiries from the consultant in a timely manner

- Be the responsible party for grant submittal, including signatory on application and actual submittal of the application

It is expected that once the member agency is awarded the assistance on a grant application, and the consultant is selected to assist, all parties will conduct a kick-off meeting to discuss the proposal and attain necessary information to begin work on the grant application. The consultant will prepare the grant application, and all necessary exhibits, tables, etc., for review by the member agency staff. The member agency will then provide comments to be addressed by the consultant, and the consultant will then revise the application based on comments provided. Finally, the consultant will provide the member agency staff with a final draft for review and submittal.

#3 - Linkage to other WRCOG programs: The Focus Group identified specific criteria for projects to qualify for assistance through the Program. First, grant proposals receiving assistance must show a nexus to the core components of WRCOG's Economic Development and Sustainability Framework. The Economic Development and Sustainability Framework is a foundational document for planning in Western Riverside County as it consists of six core components adopted by the Executive Committee. In addition, grant proposals must also demonstrate a nexus to a regionally significant plan, such as WRCOG's Subregional Climate Action Plan, the Western Riverside County Active Transportation Plan, and/or the RCTC Long-Range Plan. Lastly, a grant proposal is preferred to be multi-jurisdictional, but is not mandatory – this is to align with many grant opportunities that favor larger, regional projects. These criteria are proposed for the initial phase of the Program to ensure WRCOG and its member agencies show positive returns from funding for the Grant Writing Assistance Program.

#4 - Screening process: In order to ensure funds for the Program are utilized effectively and efficiently, a screening application will be created to assess projects. This screening process is meant to ensure Program criteria, as outlined above, are met. It also will evaluate if the proposed project is the preferred multi-jurisdictional and "innovative" project. After it is determined that a proposed project meets the criteria, staff will follow-up with the applicant and work with the applicant to select an appropriate pre-approved consultant to begin assisting on the grant application.

#5 - Process to request grant writing assistance:

1. Member agency submits a formal request for grant writing assistance on a specific grant. WRCOG will leave it to the discretion of this member agency how this request is made, whether it is through the elected body, WRCOG representative, or other party to act on behalf of the City. WRCOG will assume that if it receives a request for assistance from a member agency representative, that representative is authorized to act on behalf of the member agency.
2. WRCOG staff will review the applications within seven calendar days and determine whether the request meets the guidelines, as noted above.
3. If the applicant meets the criteria set in these Guidelines, WRCOG will work with the applicant to select a proper consultant from the list of pre-approved consultants.
4. Kick-off meeting will be held with agency and consultant.

The criteria set in these Guidelines, which will be included on the application, serve as basic standards for proposals to be evaluated. The selection of proposals for grant writing assistance will be at the discretion of WRCOG based on available funding, and WRCOG reserves the right to decide the proposals that receive grant writing assistance.

Tentatively, there will be a soft limit on the assistance each member receives – no member will receive assistance on more than two grants. This is a soft limit as it will be based on the number of applications received.

Nothing in this Program will be construed as limiting member agencies from hiring other consultants to prepare grants on their behalf.

Prior Action:

August 17, 2017: The Technical Advisory Committee approved the Grant Writing Assistance Program Guidelines.

Fiscal Impact:

This item is included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachment:

None.



Western Riverside Council of Governments

Executive Committee

Staff Report

Subject: Finance Department Activities Update Including Agency Audit and Upcoming Annual TUMF Compliance Review by Agencies

Contact: Ernie Reyna, Chief Financial Officer, ereyna@wrcog.us, (951) 955-8432

Date: September 11, 2017

The purpose of this item is to provide an update on the financial audit of Fiscal Year (FY) 2016/2017, 1st Quarter Budget Amendments for FY 2017/2018, and the upcoming annual TUMF compliance review for FY 2016/2017.

Requested Action:

1. Receive and file.

FY 2016/2017 financial audit

Auditors from Rogers, Anderson, Malody, & Scott (RAMS) have concluded the interim portion of the financial audit. Included in the fieldwork was the completion of payroll, accounts payable, and the trial balance of WRCOG. The final Comprehensive Annual Financial Report is expected to be issued no later than November 15, 2017, and will be reviewed by the Finance Directors' Committee at its quarterly meeting on October 26, 2017. It will then be presented at the November 8, 2017, Administration & Finance Committee meeting, with the Executive Committee scheduled to receive the report at its December 4, 2017, meeting.

Budget amendment

September 30, 2017, will mark the end of the first quarter and FY 2017/2018, and the Administration & Finance Committee will be presented with an amendment report at its October 11, 2017, meeting. It is anticipated that the Executive Committee will consider the report at its November 6, 2017, meeting.

Annual TUMF review of participating agencies

WRCOG is contacting member agency staff to schedule reviews of TUMF activities for FY 2016/2017. The reviews provide WRCOG an opportunity to meet with staff that are assigned to TUMF, including planning, public works, and finance staff. During the review, WRCOG will randomly select remittance reports to review and verify that the correct land use type has been used and that fees have been calculated properly. The review is expected to be completed by December, with reports being issued to City Managers and Agency heads around January.

Prior Action:

August 17, 2017: The Technical Advisory Committee received report.

Fiscal Impact:

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

Attachment:

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Financial Report Summary Through June 2017

Contact: Ernie Reyna, Chief Financial Officer, ereyna@wrcog.us, (951) 955-8432

Date: September 11, 2017

The purpose of this item is to provide a monthly summary of WRCOG's financial statements in the form of combined Agency revenues and costs.

Requested Action:

1. Receive and file.

Attached for Executive Committee review is the Agency Financial Report summary through June 2017.

Prior Action:

August 17, 2017: The Technical Advisory Committee received report.

Fiscal Impact:

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

Attachment:

1. Financial Report summary – June 2017.

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Item 4.G

Financial Report Summary Through
June 2017

Attachment 1

Financial Report summary –
June 2017

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Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending June 30, 2017

		Approved 6/30/2017 Budget	Thru 6/30/2017 Actual	Remaining 6/30/2017 Budget
Revenues				
40001	Member Dues	309,410	306,410	3,000
42001	Other Revenue	-	8,544	(8,544)
42004	General Assembly	300,000	198,350	101,650
40601	WRCOG HERO	1,221,983	1,221,983	(0)
40602	SCE Phase II	57,000		57,000
40603	CA HERO	5,840,266	5,840,266	0
40605	The Gas Company Partnership	62,000	58,654	3,346
40606	SCE WRELP	77,698	77,698	0
40607	WRCOG HERO Commercial	64,278	64,278	(0)
40609	SCE Phase III	10,643	10,634	9
40611	WRCOG HERO Recording Revenue	264,212	264,212	(0)
40612	CA HERO Recording Revenue	1,157,684	1,157,684	(0)
40613	WRCOG HERO Com Recording	1,200	-	1,200
40614	Active Transportation	200,000	50,254	149,746
41201	Solid Waste	98,163	98,163	-
41401	Used Oil Opportunity Grants	289,727	288,820	907
41402	Air Quality-Clean Cities	150,500	150,500	-
40616	CCA Revenue	102,095	102,095	0
40617	Energy Admin Revenue	30,000	30,000	-
41701	LTF	701,300	701,250	50
43001	Commercial/Service - Admin (4%)	37,074	83,668	(46,594)
43002	Retail - Admin (4%)	142,224	134,965	7,259
43003	Industrial - Admin 4%)	128,446	179,186	(50,739)
43004	Residential/Multi/Single - Admin (4%)	1,067,271	179,186	888,086
43005	Multi-Family - Admin (4%)	224,983	96,026	128,957
43001	Commercial/Service	889,786	2,025,491	(1,135,705)
43002	Retail	3,413,375	3,239,164	174,211
43003	Industrial	3,082,710	4,299,547	(1,216,837)
43004	Residential/Multi/Single	25,614,514	22,339,926	3,274,588
43005	Multi-Family	5,399,595	2,304,629	3,094,966
	Total Revenues	57,893,070	45,403,316	12,381,448
Expenditures				
Wages and Benefits				
60001	Wages & Salaries	2,295,576	2,278,569	17,007
61000	Fringe Benefits	578,219	525,083	53,136
	Total Wages and Benefits	2,873,795	2,803,652	70,143
General Operations				
63000	Overhead Allocation	1,520,636	1,391,625	129,011
65101	General Legal Services	761,623	726,255	35,368
65401	Audit Fees	25,000	23,879	1,121
65505	Bank Fees	33,080	162,642	(129,562)
65507	Commissioners Per Diem	58,800	59,700	(900)
73001	Office Lease	145,000	136,576	8,424
73003	WRCOG Auto Fuels Expense	678	580	98
73004	WRCOG Auto Maint Expense	59	59	0
73101	Special Mail Svcs	1,500	1,028	472
73102	Parking Validations	4,625	4,315	310
73104	Staff Recognition	1,200	681	519
73107	Event Support	177,655	118,151	59,504
73108	General Supplies	22,866	16,117	6,749
73109	Computer Supplies	10,108	5,989	4,119
73110	Computer Software	26,326	24,696	1,630
73111	Rent/Lease Equipment	32,174	32,174	0
73113	Membership Dues	32,234	29,779	2,455
73114	Subscriptions/Publications	18,569	18,069	500
73115	Meeting Support/Services	17,839	9,564	8,275
73116	Postage	5,957	4,853	1,104
73117	Other Household Expenditures	5,814	5,748	66
73118	COG Partnership Agreement	40,000	23,947	16,053
73119	Storage	16,000	6,671	9,329
73120	Printing Services	23,020	234	22,786
73122	Computer Hardware	4,000	1,148	2,852
73126	EV Charging Equipment	60,490	60,490	0
73201	Communications-Regular	4,746	5,771	(1,025)
73203	Communications-Long Distance	1,821	227	1,594

Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending June 30, 2017

		Approved 6/30/2017 Budget	Thru 6/30/2017 Actual	Remaining 6/30/2017 Budget
73204	Communications-Cellular	12,716	12,316	400
73206	Communications-Comp Sv	61,397	61,397	1
73209	Communications-Web Site	13,600	1,694	11,906
73301	Equipment Maintenance - General	13,356	12,496	860
73302	Equipment Maintenance - Computers	29,521	29,521	0
73405	Insurance - General/Business Liason	75,140	75,125	15
73407	WRCOG Auto Insurance	1,570	1,498	72
73502	County RCIT	2,500	800	1,700
73506	CA HERO Recording Fee	1,636,855	1,314,325	322,530
73601	Seminars/Conferences	26,280	16,189	10,092
73605	General Assembly	300,000	95,962	204,038
73611	Travel - Mileage Reimbursement	26,650	20,147	6,503
73612	Travel - Ground Transportation	9,792	4,662	5,131
73613	Travel - Airfare	25,306	16,336	8,970
73620	Lodging	20,539	14,105	6,434
73630	Meals	13,136	8,730	4,406
73640	Other Incidentals	18,969	12,577	6,392
73650	Training	12,200	3,119	9,081
73703	Supplies/Materials	34,851	4,474	30,377
73704	Newspaper Ads	21,863	12,200	9,663
73706	Radio & TV Ads	53,833	73,133	(19,300)
73801	Staff Education Reimbursement	25,000	2,500	22,500
XXXXX	TUMF Projects	38,399,980	49,437,987	(11,038,007)
85101	Consulting Labor	3,546,859	2,941,026	605,833
85102	Consulting Expenses	228,696	9,535	219,161
85180	BEYOND Expenditures	1,618,186	430,392	1,187,794
90101	Computer Equipment/Software	40,906	32,208	8,698
90501	Office Improvements	27,654	3,276	24,378
Total General Operations		53,267,935	55,660,031	(2,392,096)
Total Expenditures		56,141,730	58,463,683	(2,321,953)





Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Environmental Department Activities Update

Contact: Dolores Badillo, Senior Analyst, dbadillo@wrcog.us, (951) 955-8306

Date: September 11, 2017

The purpose of this item is to provide an update on the Used Oil and Filter Exchange Program and events, and the status of WRCOG's Pilot Litter Program being conducted in the City of Lake Elsinore.

Requested Action:

1. Receive and file.

WRCOG's Solid Waste Program assists member jurisdictions with addressing state mandates, specifically Assembly Bill AB 939 (1989), which required 25% and 50% diversion of waste from landfills by 1995 and 2000, respectively. While certain aspects of AB 939 have been modified over the years with legislation defining what materials counted towards diversion and how to calculate the diversion rate for jurisdictions, the intent of the bill remains. Each year, a jurisdiction must file an Electronic Annual Report (EAR) with CalRecycle on the jurisdictions' achievements in meeting and maintaining the diversion requirements. The Solid Waste Program also has a Regional Used Oil component which is designed to assist member jurisdictions in educating and promoting proper recycling and disposal of used oil, oil filters, and Household Hazardous Waste (HHW) to the community.

AB 939 Electronic Annual Reports (EAR)

The EAR describes the progress a jurisdiction has made in achieving the requirements of the Integrated Waste Management Act (AB 939, Chapter 1095, Statutes of 1989) and the Per Capita Disposal Measurement Act of 2008 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]). The EAR includes the numbers used to calculate a per capita disposal rate plus all required supporting documentation and attachments of any required documentation to support changes to those numbers. The EAR also includes a status on any planned and/or implemented solid waste diversion programs and facilities. These reports were due this year on August 1st.

For calendar year 2016, WRCOG staff prepared and submitted EARs for 11 jurisdictions: Banning, Calimesa, Canyon Lake, Corona, Lake Elsinore, Murrieta, Norco, Perris, San Jacinto, Temecula, and Wildomar. These Reports described the progress each jurisdiction had made in achieving the requirements of AB 939. The Reports included numbers used to calculate a per capita disposal rate plus all required supporting documentation. It also included a status report on planned and implemented solid waste, diversion programs and facilities, as well as planned or implemented revisions to approved solid waste documents. WRCOG works with local waste haulers in completing these reports.

Used Oil Payment Program

The California Oil Recycling Enhancement Act provides funding to cities and counties for establishing and maintaining local used oil collection programs to encourage recycling and proper disposal of used oil and oil filters. CalRecycle recently released the funding notices to jurisdictions regarding the Used Oil Payment

Program - 8 (OPP 8) funding. For the past 20 years, WRCOG has successfully administered the used oil and filter and HHW regional programs on behalf of requesting member jurisdictions. Currently, the Cities of Banning, Calimesa, Canyon Lake, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Murrieta, Norco, San Jacinto, Temecula, and Wildomar are participating in the Program.

WRCOG's Used Oil and Oil Filter Exchange events help educate and facilitate the proper recycling of used motor oil and used oil filters. The primary objective of hosting the events is to educate "Do It Yourself" (DIY) individuals who change their own oil, promoting the recycling of used oil and oil filters; therefore, an auto parts store is a great venue to hold these events. In addition to promoting used oil / oil filter recycling, staff informs the DIYer about the County-wide HHW Collection Program in which residents can drop-off other automotive and household hazardous products for free. WRCOG staff recently participated in the below Used Oil events in the subregion.

8/5/2017	City of Norco Used Oil Event	AutoZone 1404 Hamner Ave.	9 am – 12 pm
8/12/2017	City of Riverside Used Oil Event	O'Reilly Auto Parts 1691 University Ave.	9 am – 1 pm
8/26/2017	City of Lake Elsinore Used Oil Event	AutoZone 32231 Mission Trail	9 am – 12 pm

The August, 5, 2017, Used Oil event in the City of Norco was attended by over 40 residents. Enhancing the morning event at the AutoZone on Hamner Ave., was radio station KFRG. Radio DJs were on hand, running an on-air contest for attendees, some who won tickets to the popular Norco Mounted Posse Rodeo. The business of recycling included 16 used oil filters exchanged for new ones. Many residents requested oil kits, which include oil towels, an oil wrench, a used oil container and information flyers on how to dispose of or where to take HHW, medical waste and e-waste products. As usual, AutoZone employees were very helpful with the event, offering assistance and working with residents who came out that morning.

The O'Reilly Auto Parts Store on University Avenue was the site of the August 12, 2017, Used Oil event in the City of Riverside. Along with managing the filter exchange program, WRCOG staff and a City of Riverside representative were on hand to discuss additional recycling programs available to residents of Riverside County. The team spoke to nearly 50 customers about where to take their HHW products, including paint, aerosol cans, and electronic waste. Staff also provided information on the safe disposal of expired medicine. In addition, staff handed out fliers on free backyard composting classes. The community was motivated by the event and asked that WRCOG continue spreading awareness and to inform them of future events.

On August 26, 2017, high temperatures did not dissuade Lake Elsinore City residents from changing their car's oil and exchanging old filters for new. The Auto Zone located on Mission Trail Avenue was the site of a busy Used Oil event as over 60 used oil containers were passed out and 30 people received new oil filters. Many attendees who came by the booth were provided with a free oil kit. The WRCOG team spoke to nearly 30 customers about where to take their HHW products in Western Riverside County. WRCOG provided information on how to properly and safely dispose of expired medicine, instead of the alternative trash can and down the drain methods. The community was interested in the Used Oil event and asked that WRCOG continue spreading awareness and inform them when the next events will take place. The WRCOG team informed as many people as they could about the potential risks of not recycling used motor oil. As an added feature to this event, WRCOG promoted the City's Clean LE Program, encouraging residents to end littering and pick up trash. Many attendees of the event, mainly Lake Elsinore residents, signed the pledge agreeing to take their part keeping the community clean.



WRCOG Staff Dolores Badillo, Hugo Rios, and Kyle Rodriguez welcomed Lake Elsinore residents to the weekend Used Oil and Oil Filter Exchange.

Upcoming Used Oil and Oil Filter Exchange events

The following is a list of Used Oil and Oil Filter Exchange events that are presently scheduled. To request an event for your jurisdiction please contact Kyle Rodriguez, Staff Analyst, at (951) 955-8328 or krodriguez@wrcog.us.

Date	Event	Location	Time
9/16/2017	City of Menifee Used Oil Event	O'Reilly 25894 Newport Rd.	9 am - 12 pm
10/7/2017 (Pending)	Canyon Lake Car Show	Canyon Lake Lodge	7 am - 3 pm
10/15/2017	Murrieta Rod Run	Old Town Murrieta	7 am - 6 pm
11/4/17	City of Temecula Used Oil Event	O'Reilly 33417 Temecula Parkway	9 am - 12 pm

Meetings and conferences

Throughout the year, WRCOG staff attends meetings and conferences that focus on how agencies can promote and educate residents and businesses on the environmental and health benefits of recycling, legislation pertaining to waste and recycling, and best practices.

On November 15, 2017, the Solid Waste Cooperative will host an "Organics Lunch and Learn." Themed, "Organics Today, Cleaner Air Tomorrow," the event will center around the AB 1826, Chesbro, Solid waste: organic waste. The following outlines the state requirement that businesses generating a specified amount of organic waste per week must arrange for recycling services for that waste, and for jurisdictions to implement a recycling program to divert organic waste from businesses subject to the law, as well as report to CalRecycle on their progress in implementing an organic waste recycling program.

The California Integrated Waste Management Act of 1989, which is administered by the Department of Resources Recycling and Recovery, establishes an integrated waste management program that requires each county and city to prepare and submit to the department a countywide integrated waste management plan. The Act requires a business, which is defined as a commercial or public entity, which generates more than 4 cubic yards of commercial solid waste per week, or a multi-family residential dwelling of 5 units or more, to arrange for recycling services. Existing law also requires jurisdictions to implement a commercial solid waste recycling program meeting specified elements. The Lunch and Learn will include a keynote speaker and five panelists. The event will take place in the City of Wildomar Council Chamber. Information will be sent to all

WRCOG member jurisdiction in mid-September. Other interested parties can contact Dolores Badillo, Senior Analyst, at (951) 955-8306 or dbadillo@wrcog.us.

WRCOG pilot and regional litter initiative

City of Lake Elsinore Pilot Litter Program: Outdoor activities in City of Lake Elsinore range from fun in the lake to parachuting from the sky, skateboarding in the parks to watching baseball at the Diamond. Part of all the fun is being in a clean, litter free environment. The City's Clean LE Team, which included hundreds of community members, coordinated the clean-up activities with five organized litter removal events this summer. WRCOG staff kept pace by contributing materials, and gathering signatures of residents who took the "Not Litter Pledge."



The City continued its tradition of reaching out to Lake Elsinore Unified School District students to provide community clean up support along with other community service programs. Volunteer hours were available for high school students needing to complete community services requirements Lake Elsinore's Public Works Department was on hand to help manage the events which included high traffic areas such as three parks, one park-n-ride, and one stadium. Each event lasted three hours. The summer outreach included use of social media, with daily posts regarding smart tips to reduce waste in places that range from landfills to city streets.

Prior Action:

August 17, 2017: The Technical Advisory Committee received report.

Fiscal Impact:

Used Oil Program activities are included in the Fiscal Year 2017/2018 Agency Budget under the Environment Department.

Attachment:

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: BEYOND Framework Fund Program Activities Update

Contact: Andrea Howard, Senior Analyst, ahoward@wrcog.us, (951) 955-8515

Date: September 11, 2017

The purpose of this item is to provide members of the Committee with an overall BEYOND Framework Fund Program update including Round I and II project progress.

Requested Action:

1. Receive and file.

The BEYOND Framework Fund is designed to enable member agencies to develop and implement plans and programs aimed at improving quality of life in Western Riverside County by addressing the goal areas outlined in WRCOG's Economic Development and Sustainability Framework.

Background

Piloted in Fiscal Year (FY) 2015/2016, the BEYOND Framework Fund supports development and implementation of local projects aligned with the six goal areas outlined in WRCOG's Economic Development and Sustainability Framework: economic development, health, education, energy & environment, water & waste water, and transportation. To date, the Executive Committee has allocated a total of \$4.1 million through two rounds of funding to BEYOND. The funding for BEYOND comes from FY 2015/2016 and FY 2016/2017 Agency Carryover Funds.

BEYOND operates approximately 18-month, overlapping project cycles. Projects funded in Round I commenced in January 2016, with scheduled completion by the end of August 2017, while funding of Round II projects commenced in May 2017. Below is a summary Program schedule:

BEYOND Program Schedule		
Project Milestone	Round I	Round II
Approved Projects Begin	1/29/2016	5/12/2017
Projects Completed By	8/31/2017	11/15/2018
Final Progress Reports & Invoices Due	9/30/2017	12/15/2018

Round I of BEYOND provided \$1.8 million to member jurisdictions, allocated according to a population-based formula in a single funding stream. Round II is operating three funding streams: 1) BEYOND Core, a central pot of funding allocating \$2.05 million to WRCOG member agencies using a population-based formula; 2) BEYOND Team, a competitive fund available for collaborative projects between multiple member agencies; and 3) BEYOND Health, a competitive fund exclusively available for public health promoting projects.

Round I projects status

Round I is funding 32 projects, each supporting one or more of the Framework goal areas. The original Round I schedule calls for projects to incur all eligible project costs by August 31, 2017, and to submit all requests for reimbursement and progress reports by September 30, 2017. As of this writing, nine of the Round I funded projects are complete and have been reimbursed for their full BEYOND allocation. Several additional projects are anticipated to be completed on time. Those projects unable to meet the project deadline are being granted up to a six-month extension. Staff will work with any project managers facing additional constraints on a case-by-case basis to support successful project completion.

Among the completed Round I projects are:

- Riverside County Office of Education Foundation Scholars Program, which provided \$30,500 in scholarships to local high school graduates
- Western Municipal Water District's SoCal Yard Transformation Guide, an artfully designed informational guide for water-wise landscaping, available free to local residents
- Phase one of the Perris Green City Farm project, a community garden demonstration center on the City Hall campus
- Environmental review for the Lions Park expansion project in the City of Banning

Attachment 1 summarizes all projects approved for funding through BEYOND Round I.

Staff are currently developing resources for those interested in completing projects similar to those included in Round I, using the materials shared with WRCOG staff through the application process and progress reports. These resources are tentatively planned for release beginning in late 2017 and will be made available on a rolling basis as projects are completed.

Round II projects status

BEYOND Core: WRCOG is funding 40 projects through BEYOND Core in Round II. Nine member agencies have divided their fixed Core allocation between two or more projects, leveraging the adaptability of the Program to meet a variety of needs with relatively unrestricted usage parameters. Attachment 2 summarizes all projects approved for funding through Round II BEYOND Core.

BEYOND Team: BEYOND Team is funding three collaborative projects, including \$17,000 for the City of Perris in partnership with Eastern Municipal Water District and local agencies to support the City of Perris' HealthyCommunity50 Green City Farm Project, and \$79,000 each for two applications submitted in partnership with multiple member agencies to address homelessness; one in the southwest region and the other in the northwest region.

BEYOND Health: BEYOND Health funding is being split between 14 jurisdictions, including nine which are augmenting BEYOND Core funding and three distinct projects. Two BEYOND Health awards were granted to different agencies for the collaborative Regional Cancer Treatment Task Force in Southwest Riverside County.

Projects are currently in the process of executing the funding Agreement; however, per the Program's Guidelines, jurisdictions may begin to incur project costs at any time, and do not need to wait for the Agreement to begin project activities. Once an Agreement has been fully executed, member agencies may request reimbursement for eligible project costs incurred within the current calendar year.

Prior Action:

June 5, 2017: The Executive Committee received report.

Fiscal Impact:

Funding for Round I of the BEYOND Framework Fund was programmed accordingly under the Fiscal Year 2015/2016 Agency Budget, in the General Fund.

Funding for Round II of the BEYOND Framework Fund was programmed accordingly under the Fiscal Year 2016/2017 Agency Budget, in the General Fund.

Attachments:

1. BEYOND Round I Funding Award Summary.
2. BEYOND Round II Funding Award Summary.

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Item 4.I

BEYOND Framework Fund Program
Activities Update

Attachment 1

BEYOND Round I Funding Award
Summary

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Round I Project Summaries

City / Agency	Project Name	Funding	Project Description
City of Banning	Park Facilities Improvements	\$39,300	The City of Banning has been approved to leverage BEYOND money as matching funds to finance an expansion and facilities update of Lions Park. If no match is available, they have proposed using the funds for smaller park facilities updates.
City of Calimesa	Clean Energy Vehicles for Calimesa	\$36,177	The City of Calimesa is utilizing BEYOND funding as a match with AQMD AB 2766 funds to replace two vehicles in the City's hybrid/electric fleet.
City of Canyon Lake	Canyon Lake Water Monitoring	\$3,724	The City of Canyon Lake is dedicating BEYOND funds to facilitate more frequent water testing of the Lake as necessitated by anticipated increases of run-off from El Nino storms.
	Economic Development	\$32,812	The City of Canyon Lake is spurring economic development by posting monument signs, performing website maintenance, and completing land analysis for future development.
City of Corona	Corona Innovation Center	\$147,600	The City of Corona is utilizing BEYOND funds to support improvements to a previously underutilized facility for use as a business development center.
City of Eastvale	SRTS: Radar Display Signs	\$83,549	The City of Eastvale is utilizing BEYOND funds to support its Safe Routes to School campaign through the purchase and installation of 12 radar speed display signs.
City of Hemet	Downtown Specific Plan	\$86,597	The City of Hemet is applying BEYOND funds, in conjunction with a SCAG planning grant, to support development of the City's updated Specific Plan and related documents.
City of Jurupa Valley	Farmer's Market	\$20,000	The City of Jurupa Valley's Farmers' Market BEYOND project is utilizing funds to make requisite updates to the City's zoning code to allow for a Farmers' Market and will also support the establishment of the Farmer's Market.
	Healthy Jurupa Valley Support	\$28,842	The City of Jurupa Valley's Healthy Jurupa Valley BEYOND project funds are supporting the initiative's five action teams which work to promote and implement healthy living initiatives in the city.
	Pedestrian and Bicycle Mobility Improvements	\$20,000	The City of Jurupa Valley's Pedestrian and Bicycle Mobility Improvements BEYOND project will dedicate funds to identify city arterials appropriate for walking and biking corridors. Funds will then be used to install appropriate signage and perform necessary walkway upgrades.
	Chamber of Commerce Partnership	\$20,000	The City of Jurupa Valley's Chamber of Commerce BEYOND project is supporting an initiative to build a partnership with the Chamber of Commerce and to develop educational programs that will promote the City's economic vitality.
	TOTAL FUNDS	\$88,842	--

Round I Project Summaries

City / Agency	Project Name	Goal Area(s) Supported	Project Description
City of Lake Elsinore	Rosetta Canyon Park - Artificial Turf	\$83,238	The City of Lake Elsinore is devoting BEYOND funds to finance a portion of the City's artificial turf installation at Rosetta Canyon Community Park which will include five softball/baseball fields, and one soccer/football field.
City of Menifee	Citywide Branding Effort - An Economic Driver	\$87,039	The City of Menifee is dedicating BEYOND funds to support a two-stage economic development project beginning with a comprehensive evaluation of the City's economic environment, Stakeholder attitudes and perceptions, to inform the second stage development of a citywide branding effort.
City of Moreno Valley	Community Enhancement Program	\$153,294	The City of Moreno Valley is dividing funds between 12 initiatives including a water station installation, materials and supplies support for three Safe Routes to School events, the replacement of 38 computers at the employment resource center, and bike rack installations.
City of Murrieta	Murrieta Energy Efficiency Project	\$140,126	The City of Murrieta is utilizing BEYOND funds to finance energy improvement projects identified utilizing an energy audit under the direction of the Energy Network and the Western Riverside Energy Leadership Partnership (WRELP).
City of Norco	Two-Pronged Economic Development Marketing Strategy	\$38,650	The City of Norco is utilizing BEYOND funds to support a two-pronged branding effort highlighting Norco as a dynamic business, and friendly environment; and hospitable destination of choice focusing on equine and related attractions.
City of Perris	Gateway Enhancement Signage Program	\$42,640	The City of Perris is dedicating a portion of the City's BEYOND allocation to support the Gateway Enhancement Signage program--an effort to overcome perception challenges faced by the city and to optimize economic opportunities by installing a series of entry, way finding, and branding signs throughout the City's gateway streets and places of interest.
	Green City Farm Program	\$42,640	The City of Perris is dedicating a portion of its BEYOND allocation to fund the Green City Farm project which will develop a Community Garden Demonstration Center exhibiting best practices in water-wise gardening, and healthy living opportunities.
	TOTAL FUNDS	\$85,280	--
City of Riverside	Marketplace SPOT + TOD	\$169,740	The City of Riverside is using BEYOND moneys to fund a SPOT+TOD project which is a community-based development plan and policy framework that will plan for a pedestrian bridge from Metrolink to downtown and development of the Metrolink area as a node of activity.

Round I Project Summaries

City / Agency	Project Name	Goal Area(s) Supported	Project Description
City of San Jacinto	Healthy San Jacinto	\$41,471	The City of San Jacinto is leveraging BEYOND funding to meet a portion of its required match for its Strategic Growth Council Sustainable Communities Grant, which is funding the development of a comprehensive downtown specific plan. BEYOND funds will be specifically dedicated to the development of a Healthy San Jacinto Coalition which will mobilize community efforts around creating a healthy and sustainable community.
	Global Citizens Special needs Vocation Training (Teen Job Readiness)	\$15,000	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Global Citizens Teens with Special Needs program which provides jobs readiness training for adults with special needs. This project includes a comprehensive curriculum training participants for jobs in the viticulture and hospitality industries.
City of Temecula	Sam Hick's Monument Park Sustainable Landscaping Project	\$20,000	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Sam Hicks Monument Park Project which will replace existing landscaping with indigenous plants and permeable surfaces and install drip irrigation and interpretive signage.
	Emergency Management - Video Vignette	\$2,500	The City of Temecula is requesting to dedicate a portion of its BEYOND allocation to support the production of a video vignette which will educate the public about best practices for local emergency preparedness efforts before, during, and after a catastrophic event.
	TVE2 Stem and Youth Enrichment	\$15,000	The City of Temecula is dedicating a portion of its BEYOND allocation to support the TVE2 Stem and Youth Enrichment Program. BEYOND funds are being used to purchase 25 computer stations for the Junior Women's STEM Program , Future Physician Leaders , and Youth Legal Program.
	Grow Temecula Valley	\$15,000	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Grow Temecula Valley project's effort to promote buying local food and to highlight the region for tourists.
	Sixth Street Sidewalk Improvements	\$72,857	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Sixth Street Sidewalk Improvements project to regrade the sidewalks and install rolled curbs, promoting mobility for all abilities.
TOTAL Funds		\$137,857	--

Round I Project Summaries

City / Agency	Project Name	Goal Area(s) Supported	Description
City of Wildomar	Website Improvements Project	\$39,814	The City of Wildomar is making improvements to the City website and updating its server to enhance the user interface for business owners and developers utilizing online permitting capabilities and optimized website capabilities.
RCOE	RCOE Foundation Scholars Program	\$35,000	With BEYOND funds and an \$85,000 grant from SCE, the Riverside County Superintendent of Schools' RCOE Foundation anticipates awarding between 7-14 student scholarships to "opportunity youth"/ at-risk students enrolled in RCOE programs such as Alternative Education, Court and Community Schools, County Foster Youth programs, Come Back Kids Charter and Riverside County Education Academy students. Student scholarships are anticipated to range between \$2,500 and \$5,000 per student.
Riverside County	County: Riverside County Sustainability Plan	\$136,402	The County intends to use \$136,000 of its allocation for a Sustainability Plan and/or Sustainability Element of its General Plan, incorporating and building from the WRCOG Economic Development & Sustainability Framework as well as other County-led initiatives. This project is still under development and WRCOG staff is working with County staff to finalize the project concept and scope of work.
	Riverside University Health System - Public Health: Healthy Development Checklist	\$25,000	The County has allotted \$25,000 of its allocation to the Department of Public Health to support development of a "Healthy Development Checklist" that will serve as a tool for planners to make recommendations to improve County of Riverside's residents' health through community design.
	TOTAL FUNDS	\$161,402	--
Eastern Municipal Water District	Diamond Valley Lake & Skinner Lake Trails	\$20,000	Eastern Municipal Water District is engaging Fehr & Peers to develop up to five project description sheets and photosimulations for Diamond Valley Lake & Lake Skinner trails or related active transportation facilities which will describe proposed active transportation routes, route segments, or intersections.
Western Municipal Water District	Customer Handbook: Using Water Efficiently in the Landscape	\$20,000	WMWD will dedicate funds to support the creation of a water wise Landscaping web-based handbook with engaging written content, photos, links, and embedded videos. WMWD anticipates water savings of 7,240 acre feet and greater per year.

Round I Project Summaries

City / Agency	Project Name	Goal Area(s) Supported	Description
Morongo Band of Mission Indians	Dial-A-Ride Expansion	\$35,000	The Morongo Band of Mission Indians is utilizing BEYOND funding to purchase an additional vehicle and fund a new full-time employee to operate an expanded Dial-A-Ride route to support transportation to jobs, medical services, education centers and other needs.
EMWD / WMWD	Water Task Force	\$30,000	Eastern Municipal Water District and Western Municipal Water District have each dedicated a portion of their BEYOND allocation to fund the ongoing operation of the Water Task Force which may help to cover administrative costs, guest speaker expenses, marketing and meeting expenses.

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Item 4.1

BEYOND Framework Fund Program
Activities Update

Attachment 2

BEYOND Round II Funding Award
Summary

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Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Banning	Lions Park Expansion	Health	The City of Banning is allocating BEYOND Round II Core funding toward design and park improvements for Lions Park. The park is currently 9.12 acres consisting of 3 baseball fields, snack bar, and a playground. The City is working to expand the park to include an additional 7.46 acres, to be used for two multi-purpose fields. Round I funding was applied to a portion of the cost of the requisite CEQA analysis for the park. Additional funding is anticipated to come from the County EDA and the City's Park fund.
Calimesa	Creekside Park Fitness Facilities	Health	The City of Calimesa is allocating BEYOND funding toward transforming Creekside Park into a Fitness Park by installing park grade fitness equipment stations. The installation will require relocation of existing fencing material to expand the park area; installation of rubberized safety surface around each fitness station; replacing existing benches, trash cans, and picnic tables to accommodate and encourage increased park usage.
Canyon Lake	Railroad Canyon Road Mobility Improvement Project	Transportation, Health	The City of Canyon Lake is allocating a portion of BEYOND funding toward the installation of pole-mounted radar speed signs. The project is in response to high auto speeds along Railroad Canyon Road, which connects to Lake Elsinore (west) and Menifee (east) where speed limits are both higher than Canyon Lake.
	Goetz Road Monument Project	Economic Development	The City of Canyon Lake is allocating BEYOND funding to branding and establishing its identity as a municipality amongst its neighboring cities. The City is utilizing a portion of BEYOND funds for a city monument at the entry point along Goetz Road, adjacent to Menifee's Audie Murphy Ranch residential development project.
	City Website	Economic Development	The City of Canyon Lake is allocating a portion of BEYOND funding to perform the annual website update to ensure the site continues to help inform, promote, and describe the City to website visitors.
Corona	Corona Innovation Center	Economic Development	The City of Corona is allocating BEYOND Core Round II funding to continue work on the BEYOND RI funded Corona Innovation Center. RII funds will support physical upgrades and ADA renovations to the economic development resource center.
Eastvale	Bus Shelters & Appurtenances	Transportation	The City of Eastvale is allocating BEYOND Core funding toward the installation of overhead bus shelters, benches, and/or a trash container at its more than 30 bus stops along Route 2 and Route 29.
Hemet	Hemet HEROES Initiative	Economic Development	The City of Hemet is utilizing BEYOND Core funding for development of the Hemet HEROES (Helping Everyone Realize Opportunity, Equality, & Sustainability) Initiative, which will focus on creating a city-wide branding initiative, business retention and expansion efforts, and coordinated economic development.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Jurupa Valley	JV Chamber of Commerce	Economic Development	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding to continue developing its partnership with the Jurupa Valley Chamber, focusing on business retention and small business development.
	Farmers Market	Energy and Environment, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding to support the continued operation and enhancement of the JV Farmers Market through market expansion and establishment of an ongoing marketing campaign.
	Marketing/Branding Program	Economic Development	The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to initiate a city-wide branding program to include development of a City brochure and other informational marketing.
	Radar Display Signs	Transportation, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to install up to 6 solar powered radar speed signs to enhance safety awareness of motorists when approaching school zones.
	Rubidoux Walking Corridor	Transportation, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding for enhancements to the Rubidoux Walking Corridor, established through BEYOND RI funds. Funding will go toward construction of informational kiosks at each end of the corridor, enhancement of the Edible Path to School, and installation of murals.
Lake Elsinore	Regional Cancer Taskforce + Temecula	Health, Economic Development	The City of Lake Elsinore is allocating a portion of its BEYOND Core funding to contribute toward the efforts of the SW Cities Cancer Services Taskforce. The Taskforce will hire a facilitator and perform a study to identify trends and regional needs in the area of Cancer services. Results of the assessment are intended to be used in planning for and attracting in-demand services to the region.
	Healthy LE Program	Health	The City of Lake Elsinore is allocating a portion of its BEYOND Core funding to support the Healthy LE Program. A majority of funding will be directed to hiring a part-time Graduate Student intern to support program activities. Additional funds will go toward project materials and event programming.
	Fit-Trails Equipment	Health	The City of Lake Elsinore is allocating a portion of its BEYOND Core funding to install fitness equipment stations at four parks throughout the city. The four parks were selected based on current activity and utilization levels, varied user types, disbursement of locations throughout the city, and existing walking path infrastructure.
Menifee	Communicating Menifee's Brand!	Economic Development	The City of Menifee is allocating a portion of its BEYOND Core Round II funding to build off of the RI Re-branding project to develop a marketing communication plan to include creating an independent economic development website and developing marketing materials.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
	Menifee Homeless Taskforce	Economic Development, Health	The City of Menifee is allocating a portion of its BEYOND Core funding to the Southwest Homeless Alliance Coalition, specifically for creating and printing marketing materials associated with the Coalition.
Moreno Valley	Community Enhancement Program II	Health, Energy & Environment, Transportation	The City of Moreno Valley is utilizing BEYOND funding for a multi-faceted project to promote active transportation, community engagement, and enhanced quality of life through ten tasks: (1) Community Cleanup Event, (2) Cyclocross Race, (3) Ride MoVal Community Bicycle Race, (4) 5K walk / Pet Adoption Fair Events, (5) Healthy Moreno Valley student campaign, (6) Juan Batista de Anza Trail raised crossing / SB821 Bicycle and Pedestrian Facilities from Bay Avenue to Cottonwood Street, (7) Mini-Round About Demonstration, (8) existing conditions Health Impact Assessment, (9) Community Health Element to General Plan, and (10) Exercise Equipment along Juan Bautista De Anza Trail.
Murrieta	Economic Development Site Selector Website	Economic Development	The City of Murrieta is utilizing a portion of BEYOND Core funds to develop a website in coordination with the Chamber of Commerce to provide comprehensive information to help new, expanding, and relocating businesses find the optimal location for success with the City of Murrieta. The website will utilize GIS software, real estate, demographic, workforce, and industry data to create this tool.
	HVAC Replacement at Murrieta Innovation Center	Energy and Environment	The City of Murrieta is utilizing a portion of BEYOND Core funds to replace 11 aging HVAC units and install new Title 24 compliant units. Round I funding had been programmed for this, but was reprogrammed for upgrades to the Police and Fire Department HVAC units.
Norco	Ensuring Safety Through Feedback Signs	Education, Health, Transportation	The City of Norco is utilizing BEYOND Core funding to purchase, install, and program 12-15 permanent speed feedback signs.
	Well One	Health	The City of Perris, in partnership with Loma Linda University Dental School, and Lake Perris SDA Church, are organizing a bi-monthly dental clinic to serve the community to be integrated into an existing community medical and mental health clinic. Perris residents are granted first priority for appointments, but walk-ins from all areas are welcome. Funds will buy equipment and supplies. The clinic will be largely staff by volunteers, including volunteer dental students and professors.
Perris	Perris green City Farm/HealthyCommunity50	Health, Education, Energy & Environment	Perris was one of 50 awardees for the national HealthyCommunity50 Challenge, to compete to develop practical, evidence-based strategies to improve measurable health outcomes and promote health and wellness, equity and social interaction. Perris' strategy focuses on healthy food access and is seeking funding to expand its network of community gardens. Funds will focus on developing a goal of 31 gardens.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Riverside	The Marketplace TOD & Mobility Hub Specific Plan Update	Economic Development, Transportation	The City of Riverside is combining its Round I and Round II funding allocation for development of a Marketplace TOD & Mobility Hub Specific Plan in the area around the Downtown Metrolink Station. With BEYOND funds, the City will prepare a two phased plan to (1) develop a baseline infrastructure opportunities and constraints plan, and (2) create an implementable Mobility Hub Specific Plan. The City seeks to collaborate with RTA to plan for the area.
	Temecula Youth Project Construct	Economic Development, Education	The City of Temecula is utilizing a portion of its BEYOND Core funding to create the Temecula Youth Construct project which aims to bridge the gap between educational attainment and vocational skills and offer an avenue, for students who do not attend college, to gain skills that will allow them to be successful within the community.
Temecula	Regional Cancer Taskforce + Lake Elsinore	Economic Development, Health	The City of Temecula is utilizing a portion of its BEYOND Core funding to contribute toward the efforts of the SW Cities Cancer Services Taskforce. The Taskforce will hire a facilitator and perform a study to identify trends and regional needs in the area of Cancer services. Results of the assessment are intended to be used in planning for and attracting in-demand services to the region both to support health outcomes and economic development.
	Emergency Management System	Health,	The City of Temecula is utilizing a portion of its BEYOND Core funding to host a one-day regional Emergency Management Summit, for the purpose of convening regional first responders, emergency managers, elected officials, businesses, and the general public to discuss emergency preparedness for the region.
	Intergenerational Horticulture Program	Education, Economic Development	The City of Temecula is utilizing a portion of its BEYOND Core funding to support the public-private partnership between the City and Our Nicholas Foundation which offers specialized vocational skill training for teens, adults, and seniors with special needs. Modeled after the RI BEYOND Funded Global Citizens Special Needs project, the Horticulture Program would be designed to teach basic skills that encompass cultivation of plants, vegetable gardening, landscaping, irrigation, and basic business practices for all ages with special needs from several communities in Western Riverside County.
	Bicycle Sharrows	Transportation, Health, Energy & Environment	The City of Temecula is utilizing a portion of its BEYOND Core funding to install 70 sharrows (or shared lane markings) divided between five areas surrounding schools in Temecula providing critical connections between local neighborhoods and schools as identified by the Trails and Bikeways Master Plan.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
	Industry Sector Promotions/Site Visits & Surveys	Economic Development	The City of Temecula is utilizing a portion of its BEYOND Core funding to create marketing pieces/strategies specific to industry sectors that are growing in Temecula: craft brewing, high tech, advanced manufacturing, and specialty retail. Additionally, the City's Economic Development team will conduct in-depth site visits with existing businesses to better understand their operations and needs.
	Government Leadership Program for Youth (GLPY)	Education	The City of Temecula is utilizing a portion of its BEYOND Core funding to purchase equipment that will support the City's Government Leadership Program for Youth which facilitates interaction and communication between school districts, high school students and City staff in order to foster engagement.
	Sixth Street Sidewalk Improvements	Transportation, Health	The City of Temecula is utilizing a portion of its BEYOND Core funding to design and construct sidewalk improvements on the north side of Sixth Street, between Mercedes Street and the entrance to the Mary Phillips Senior Center.
City of Wildomar	Website Enhancement Part 2	Economic Development	The City of Wildomar will enhance the City website, funded through BEYOND Round I, by purchasing cashing and business registration modules.
County of Riverside Round I & II	Third District Cancer Services Task Force		Supervisor Washington has requested to direct \$20,000 of the County's Round I allocation toward the Southwest Cities' Cancer Services Task Force
	TBD at Sup. District Level		The County of Riverside will be dividing Round I and Round II BEYOND allocations, less a total of \$50,000 which has been directed to Public Health, to projects at the supervisorial district level. Each is allocated \$72,164.08.
Riverside University Health Systems - Public Health	Building Capacity for Implementation -- Healthy Development Checklist	Economic Development, Health	RUHS-PH is using \$25,000 from the Round II County BEYOND Core allocation to expand upon and support implementation of the Bi-County Healthy Development Checklist.
Eastern MWD	EMWD Sustainability Center Feasibility Study	Water, Energy & Environment, Health, Economic Development, Education	EMWD is utilizing BEYOND Core funding to perform a feasibility analysis of siting a Sustainability Center near its Perris office campus.
Western MWD	Water Use Efficiency Master Plan & Conservation Outreach Plan		WMWD is utilizing BEYOND funds to update the Water Use Efficiency Master Plan (Plan) that will guide new customer programs and outreach over the next five years.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Superintendent of Schools	Meta THINK	Education	The Riverside County Office of Education is utilizing BEYOND funding to partner with Meta THINK and local school districts to address chronic absenteeism by working with parents, communities, and school administrators. The Program's aim is to improve student success as chronic absence is a strong indicator of poor performance.
Morongo Band of Mission Indians	Morongo Dial-A-Ride Program	Transportation	The Morongo Band of Mission Indians is utilizing BEYOND Round II funding to support continued operation of the Dial-A-Ride program which was initiated with BEYOND Round I funding. The Program provides access within and from the Reservation to such destinations as employment, educational centers, and health care facilities.
Multiple: Cities of Lake Elsinore, Menifee, Murrieta, Temecula, and the County	Regional Cancer Services Task Force	Education, Economic Development	The Taskforce will hire a facilitator and perform a study to identify trends and regional needs in the area of Cancer services. Results of the assessment are intended to be used in planning for and attracting in-demand services to the region both to support health outcomes and economic development. BEYOND funding comes from Core and Health allocations.
BEYOND Team: City of Perris and Eastern Municipal Water District	Healthy Community 50/Perris Green City Farm	Health, Energy & Environment	The City of Perris was one of 50 awardees for the national HealthyCommunity50 Challenge, competing to develop practical, evidence-based strategies to improve measurable health outcomes and promote health, wellness, equity, and social interaction. Perris' strategy focuses on healthy food access and is seeking funding to expand its network of community gardens. Team funds would support development of 10+ new gardens; the total goal is 31 gardens.
BEYOND Team: Cities of Lake Elsinore, Menifee, Murrieta, Wildomar, and Temecula	Regional Homeless Alliance (Southwest Cities)	Economic Development, Education, Health, Transportation, Energy & Environment	The goal of the Regional Homeless Alliance is to achieve functional zero homelessness. BEYOND Team funds would support development of a more comprehensive regional program by building on the existing foundation with a focus on immediate needs: beds, outreach, housing options and coordination of services. Specific activities will include (1) development of a Community Asset Assessment and Roadmap to address future needs, (2) development of formal housing navigation process, and (3) development of a replicable, coordinated entry system through outreach, housing navigation and low barrier supportive services. Specific tasks include hiring a part-time homeless outreach coordinator and part-time housing navigator, management of five full-time units for rapid rehousing, and provision of emergency shelter for an average of three individuals/families per night.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
BEYOND Team: Cities of Corona, Jurupa Valley, the City of Riverside, and the County of Riverside	Western Riverside Homeless Alliance	Economic Development, Health, and Education	Western Riverside Homeless Collaborative's (WRHC) main objective is to stabilize homeless people through the use of shelters, permanent housing, and assistance programs to reduce homelessness in the subregion. The WRHC aims to achieve this objective by adopting a comprehensive regional approach to programming, performing asset mapping, strategic capacity building, and coordinated placement and case management. Specific tasks to be completed include: (1) hiring Homeless Facilitators, (2) creating a subregional Leadership Committee, (3) performing Asset Mapping, (4) assembling a Law Enforcement Case Conferencing Team, (5) identifying faith-based and other access points for a Coordinated Entry System, (6) Responsible Compassion and Love Your Neighbor Campaign, and (7) Performance Measurement.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: SANDAG Borders Committee Activities Update

Contact: Marsha Swanson, Committee Representative, MSwanson@CityofWildomar.org, (951) 677-7751

Date: September 11, 2017

The purpose of this item is to inform the Committee of activities occurring on the SANDAG Borders Committee.

Requested Action:

1. Receive and file.

Marsha Swanson, Councilmember, City of Wildomar, serves as the WRCOG representative on the SANDAG Borders Committee. Attached is a recap of the meeting held on July 28, 2017.

Prior Action:

April 3, 2017: The Executive Committee received report.

Fiscal Impact:

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

Attachment:

1. SANDAG Borders Committee meeting recap of July 28, 2017.

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Item 4.J

SANDAG Borders Committee
Activities Update

Attachment 1

SANDAG Borders Committee meeting
recap of July 28, 2017

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WRCOG, Executive Committee,

I attended the SANDAG Border Committee on July 28th 2017

Chairman, Serge Dedina Mayor of Imperial Beach was absent.

Public Comments:

None

Action Items

Approval of the May 26th 2017 meeting minutes .

Reports at this meeting:

1. Interstate 8 update - Imperial County Fulfilling Caltrans's Mission
Rehab I 8 they removed the old concrete, then found a process to remove and reuse the old rock. They found the old rocks to be stronger than new rocks. Steps to fulfill Caltrans Mission.

- A. Reusing reclaimed concrete aggregate in new concrete.
- B. Reusing the crushed materials.
- C. Utilizing recycled tires in rubberized hot mix asphalt.
- D. Using Evan Hewes as a detour road during construction to improve traffic safety..

Mission accomplished.

2. Progress Report on San Ysidro Land Port of Entry Reconfiguration and Expansion Project

They will reconfigure and taper lanes for faster easier access. MOST IMPORTANT THING WAS TO GET THE WORD OUT, THE SOUTH BOUND LANDS WILL BE CLOSED THE WEEKEND OF 9/23 - 9/25 (57 hours)

This was a short meeting concluded a little after 2:00 PM.

Next meeting canceled



Western Riverside Council of Governments

Executive Committee

Staff Report

Subject: Santa Ana Watershed Project Authority One Water One Watershed Activities Update

Contact: Laura Roughton, Committee Representative, lroughton@jurupavalley.org, (951) 332-6464

Date: September 11, 2017

The purpose of this item is to inform the Committee of activities occurring on the Santa Ana Watershed Project Authority One Water One Watershed Steering Committee.

Requested Action:

1. Receive and file.

Laura Roughton, Councilmember, City of Jurupa Valley, serves as the WRCOG representative on the Santa Ana Watershed Project Authority One Water One Watershed Steering Committee. Attached is the meeting recap of the meeting held on July 27, 2017.

Prior Action:

May 1, 2017: The Executive Committee received report.

Fiscal Impact:

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

Attachment:

1. OWOW meeting recap of July 27, 2017.

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Item 4.K

Santa Ana Watershed Project
Authority One Water One Watershed
Activities Update

Attachment 1

OWOW meeting recap of
July 27, 2017

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SAWPA - OWOW Steering Committee Meeting - July 27, 2017, 11:00 AM

Introduction of new SAWPA Interim General Manager- Rich Haller

(Due to retirement June 30, 2017 of Celeste Cantu)

Seating of new member- Santa Ana Councilman Jose Solorio

Workshop- OWOW Plan Update 2018 Goals and Objectives

-Brief history of SAWPA

-Where are we headed? Goals and Objectives

-Where are we today? OWOW Plan Update 2018

-How do we get there? Conceptual projects, Call for projects, Implementation rounds of funding

We spent considerable time reviewing draft goals and objectives and gave suggested additions, subtraction and changes that were recorded by note-takers for inclusion into the formation of the 2018 goals and objectives. All goals are co-equal, without prioritization.

Received a summary update on the status of each Pillar included in the OWOW 2018 Plan.

All Pillars are moving forward in various stages with a wide range of stakeholders participating. I am participating in the Land Use and Water Planning Pillar. The Pillar meetings are held separately from the Steering Committee meetings. These updates are important for the Steering Committee as this plan update is a lengthy process and the OWOW Steering Committee will be giving final approval and recommendation.

Heard a presentation and approved the recommendation to request SAWPA to negotiate and execute a sub agreement with UCI for services as a partner of the Disadvantaged Communities Involvement (DCI) Program.

Heard reports on the following information items:

-Draft DWR Prop 1 Round 1 Implementation Grant Process which includes the DCI Program funding

-Homelessness and Water Symposium Summary held June 29, 2017. I attended this symposium held at the Fairmont Park Boathouse. Panels included: 1)The State of Homelessness in the Santa Ana River Watershed 2) Considering a Human Right to Water. Lunchtime keynote speaker was Chris Brokate, Clean River Alliance Founder and volunteer for the Russian Riverkeeper. Great variety of backgrounds were present. This symposium was hosted by SAWPA and Inland Empire Waterkeeper. Looking forward to future convenings to address this topic.

-Civic Sparks Water Fellows 1 year Review

Two AmeriCorps supported the DCI Program since Oct. 2016

-Correspondence form Orange County Stakeholders

The suggestion was made to utilize the Pillar groups to work through points of concern.

Supporting documents and power points available at www.SAWPA.org

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Western Riverside Energy Partnership Activities Update

Contact: Tyler Masters, Program Manager, tmasters@wrcog.us, (951) 955-8378

Date: September 11, 2017

The purpose of this item is to provide the Committee with information on an upcoming workshop hosted by both SCE & SoCal Gas, provide an update on the implementation of SoCal Gas' Direct Install Program, and provide an update on a local thermal energy storage facility tour.

Requested Action:

1. Receive and file.

The Western Riverside Energy Partnership (WREP) responds to Executive Committee direction for WRCOG, Southern California Edison (SCE), and SoCal Gas to seek ways to improve marketing and outreach to the WRCOG subregion regarding energy efficiency. WREP is designed to assist local governments set an example for their communities to increase energy efficiency, reduce greenhouse gas emissions, increase renewable energy usage, and improve air quality.

Southern California Gas Direct Install (DI) Program

SoCal Gas has developed the utility's first Direct Install Program which will provide local jurisdictions with no-cost gas efficiency measures that will further reduce utility costs for municipal-owned facilities. SoCal Gas' DI Program is similar to that of SCE's as they both promote and provide municipalities with energy efficient improvements that can reduce energy use at municipal facilities, provide utility bill savings, and otherwise provide for member jurisdictions to establish themselves as community leaders in the field of energy savings by promoting efficient energy practices. All that is needed for WREP members to participate is to provide a list of facilities that includes the following: facility name, address, and SoCal Gas account number / meter number (WRCOG staff can assist with this item). An energy consultation will be conducted by the Utility to identify the eligible list of no-cost measures each municipal facility is eligible to receive. Measures that are being provided on behalf of SoCal Gas' DI Program include the following:

- Pipe insulation (indoor and outdoor)
- Tank insulation (hot water pipes and storage water tanks)
- Faucet aerator (bathroom and kitchen)
- Low flow showerhead
- Low flow kitchen pre-rinse spray valve

To date, SoCal Gas / WRCOG staff are currently promoting the Program and interested jurisdictions are eligible to participate in DI late fall 2017 / early 2018. There is no limit on the installation of measures for municipal facilities. WRCOG staff will work to coordinate with SoCal Gas and interested member jurisdictions to create a list of facilities for each jurisdiction, schedule audits and receive identified gas measures.

2017 Local Government all partners meeting

On October 2, 2017, SCE and SoCal Gas will be hosting the “2017 Local Government All Partners” meeting from 8:30 a.m. – 3:00 p.m. at SCE’s Energy Education Center (6090 Irwindale Avenue, Irwindale, CA). Last year’s meeting provided attendees with information on zero net energy buildings, energy efficiency projects that can be administered by the local government partnerships, and business plan highlights from the California Public Utilities Commission (CPUC) Energy Division and Investor Owned Utilities (IOU).

This year’s event looks to do the same as both utilities will inform local government partnerships such as WREP and its partner jurisdictions with information on new energy efficiency projects that can be administered during 2018. In addition to learning about new and existing energy programs, the meeting will allow representatives from other Partnerships to learn about best practices to grow the field of energy efficiency. This half-day event is offered at no-cost to local government staff and Partnership implementers.

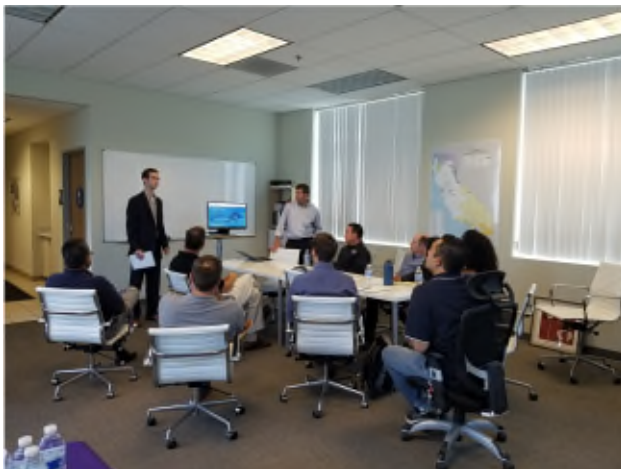
To register for the 2017 Local Government All Partners Meeting, visit <https://docs.google.com/forms/d/e/1FAIpQLSfDfmAMvEKZXFKsX0P95uyxiALGzxI8QcTJNuwnGbjyVQD9jA/viwwform>.

Ice Energy tour

On August 31, 2017, WREP hosted a tour of a thermal energy storage facility known as Ice Energy, located in Riverside. Thermal Energy Storage (TES) is a technology that stocks thermal energy by heating or cooling storage mediums such as water so that stored energy can be used at a later time for heating / cooling applications and power generation.

Ice Energy is a company that works on TES systems to reduce energy demand on the grid with their two battery system products known as the “Ice Bear” and the “Ice Cub.” Both the “Ice Bear” and “Ice Cub” battery systems create ice during the off peak hours when the energy demand is low; when the energy demand is high, the battery system assists the A/C compressor by cooling the building. In doing so, the battery systems have assisted commercial / industrial facilities as well as residential buildings reduce their peak energy load.

Attendees were able to learn about the TES systems and how they work in order to help buildings be more energy efficient. Below are a few images from the tour:



Left: WRCOG staff and Ice Energy staff providing welcoming remarks.
Right: Thermal Energy Storage battery.

Prior Action:

August 17, 2017: The Technical Advisory Committee received report.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Healthy Communities Activities Update

Contact: Andrea Howard, Senior Analyst, ahoward@wrcog.us, (951) 955-8515

Date: September 11, 2017

The purpose of this item is to provide an update on WRCOG staff engagement in providing financial and professional support for community health initiatives throughout the region.

Requested Action:

1. Receive and file.
-

Since the Economic Development and Sustainability Framework was introduced, WRCOG has supported a wide range of community health efforts. These projects provide opportunities for the region's health professionals, local governments, and private industries to partner through efforts to strengthen the region. WRCOG is excited to support Western Riverside County through the initiatives outlined in the Economic Development and Sustainability Framework.

Background

WRCOG's Economic Development and Sustainability Framework establishes the Executive Committee's goals and desired action items related to six core components of sustainability and quality of life: Economic Development, Education, Transportation, Water and Wastewater, Energy and the Environment, and Health. With these goals in mind, WRCOG has initiated various healthy communities' activities to promote improved community health outcomes through collaboration, education, and programming aimed at supporting jurisdictions and private sector partner efforts to address health disparities in Western Riverside County.

Healthy community initiatives

WRCOG regularly provides support to its member jurisdictions for initiating, growing, and sustaining local healthy communities Initiatives. Active health initiatives across the subregion include, but are not limited to the Healthy Jurupa Valley Program, Healthy LE in Lake Elsinore, Live Well Perris, and Riverside Fit, Fresh, Fun, as well as initiatives in the Cities of Corona, San Jacinto, and Temecula. As a part of the City's newly adopted strategic plan, Moreno Valley is in the process of initiating a healthy city initiative with the support of funding from the WRCOG BEYOND Program.

On July 19, 2017, staff from the City of Banning, Riverside University Health System – Public Health (RUHS-PH), and WRCOG convened in the City of Banning to support a community discussion on local health priorities. The conversation was initiated after Mayor Pro Tem Franklin reached out to RUHS – PH staff for support with addressing health in the City. WRCOG will continue to support this effort as needed and encourages other member agencies to engage with us regarding other local initiatives we might be able to help.

Healthy development checklist

Health outcomes are strongly tied to factors in the environment such as air quality, public safety, and access to food and jobs. Recognizing this, the Riverside County General Plan calls for the consideration of health early in the development process. To meet this requirement, while avoiding a resource intensive Health Impact Assessment, RUHS-PH lead the effort to create a Healthy Development Checklist which addresses the health concerns specific to Riverside and San Bernardino Counties. The newly completed Healthy Development Checklist will serve as a rubric for scoring the health impacts of new developments. The purpose of the Checklist is to identify opportunities for improving the health implications of a new development early in the development process and to celebrate those developments which promote better health. A copy of the completed Checklist is included as an attachment to this report.

The Checklist was developed with input from WRCOG, the Coachella Valley Association of Governments, San Bernardino Council of Governments, multiple Building Industry Associations, local planners, and community-based organizations. The Checklist was funded in part through Round I of the BEYOND Program. RUHS-PH is utilizing additional Round II funding to support implementation of the Checklist.

Southwest Riverside County Regional Cancer Treatment Task Force

The Southwest Riverside County Regional Cancer Treatment Task Force is a strategic effort, currently in the beginning phases of development, to assess the existing regional capacity and resource availability surrounding cancer treatment and assistance. The Task Force seeks to explore the limitations to providing premier cancer treatment in the region and address these limitations through coalition building and strategic community planning. The Task Force recently released a community survey designed to provide important data about the region and perceived resources for residents and their families regarding cancer treatment. Local jurisdictions are encouraged to help share the survey with their communities using this link: <https://temeculaca.gov/1149/Regional-Cancer-Treatment-Task-Force>. The Task Force plans to address several challenges to providing premier care in the region, including the scarcity of healthcare specialists and limited competitive pay opportunities for new physicians, who are often saddled with significant amounts of student debt.

The Task Force is comprised of staff from participating jurisdictions – the Cities of Temecula, Murrieta, Lake Elsinore, Menifee, and the County of Riverside – physicians, public health professionals, and community members. WRCOG's BEYOND Framework Fund is providing \$62,000 to support the Task Force, through allocations made on behalf of the Cities of Lake Elsinore (\$10,000), Menifee (\$6,000), Murrieta (\$6,000), Temecula (\$20,000), and the County of Riverside (\$20,000).

Planners4Health

The planning profession first immersed to address matters of public health, such as sanitation, water quality, and pollution from industry. Since then the fields diverged, but professionals and academics in both fields are increasingly calling for reintegration. Riverside County has been at the front of this movement with one of the first health departments to hire an urban planner. On August 31, 2017, the Mission Inn hosted a convening of 120 southern California professionals from the fields of planning and public health for a day-long workshop and networking session to discuss the integration of health in Planning as part of an initiative from the American Planning Association, Planners4Health. Resources are being developed at the national and state levels to support this initiative and will include tools for improved collaboration between the fields.

Prior WRCOG Action:

April 4, 2016: The WRCOG Executive Committee received report.

WRCOG Fiscal Impact:

Funding for BEYOND is programmed in the Fiscal Year 2017/2018 Budget, in the General Fund.

Attachment:

1. Healthy Development Checklist.

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Item 4.M

Healthy Communities Activities Update

Attachment 1

Healthy Development Checklist

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A scenic view of a paved path leading through a desert landscape. In the foreground, there's a wooden fence and some greenery with pink flowers. The path leads towards a large, arid mountain range under a clear blue sky. A palm tree is visible on the right side.

HEALTHY DEVELOPMENT CHECKLIST

The Healthy Development Checklist is intended to help communities across the region incorporate health into everyday life. It is a major step forward in Riverside County's (also known as the Riverside University Health System) continuing drive to build healthy communities. Beginning in 2011, with the adoption of the [Healthy Communities Element](#) as part of the County's General Plan and the [Healthy Riverside County Resolution](#), we have continued to encourage the inclusion of health in planning and transportation policy in the County and in its 28 cities.¹ The Checklist has also garnered the support of regional partners, including the San Bernardino County Transportation Authority and Western Riverside Council of Governments. Both of these partners are working with Riverside County to promote a broader use of this Health Development Checklist, including in San Bernardino County.

An overarching principle in the Healthy Development Checklist is Equity. Health equity is ensuring that all people have full and equal access to opportunities that enable them to lead healthy lives. This approach to health equity has informed the content and strategies in the Healthy Development Checklist.

E Engagement and Empowerment.

All of us must work collectively to ensure our communities are engaged in the planning process. We must empower our constituents to be engaged in decision-making by providing accurate, easy to understand and timely information. Engagement and Empowerment of our communities allows for inclusion and a higher sense of buy-in.

Q Quality.

We must ensure that our communities are built to the highest quality possible. This means keeping healthy communities as the focus and ensuring that where people live, work, play and learn provides them with opportunities to build health into their everyday life.

U Utilization.

How we utilize our limited resources is essential to ensure we can serve our growing population. We must build complete streets that encourage active transportation, healthy eating and active living.

I Increase healthy behaviors.

We must build our communities so that there is easy access to parks, open spaces, recreational activities, shopping, jobs and educational opportunities. Healthy behaviors lead to lower morbidity and mortality rates thereby, improving and extending an overall quality of life.

T Transportation.

The provision of active transportation infrastructure for walking, biking and access to transit ensures greater healthy options for our residents.

Y Youth.

By building healthy communities where youth can thrive and grow with clean air, water, access to healthy foods, parks and active transportation we can increase the opportunities for our children to live a healthier life.

¹ For additional information on community health data in Riverside County, you can visit [SHAPE Riverside County](#).

HEALTHY DEVELOPMENT CHECKLIST & CRITERIA

The design of our communities has a great impact on our health and the well-being of our residents. This checklist provides criteria, empirical evidence, and best practices for new healthy development. Our goal is to encourage developers, city officials, and decision makers to use this tool to help guide the development of neighborhoods that promote physical and mental health, encourage community engagement, and improve quality of life for all. Community members may also find this tool as a useful resource to better understand healthy development practices.

WHAT IS THE PURPOSE OF THE CHECKLIST?

The Healthy Development Checklist was developed to provide criteria for healthy development practices in the Inland Empire. It is intended to be used as a tool to judge the overall health performance and supportiveness of new development projects. While not every criterion will apply to every development project, projects should aim to comply with as many of the criteria as possible to promote health through their development project.

HOW TO USE THE CHECKLIST?

The Healthy Development Checklist is organized into six topical categories:

- 1) Active Design
- 2) Connectivity
- 3) Public Safety
- 4) Environmental Health
- 5) Community Cohesion
- 6) Access to Food, Services, and Jobs

A summary checklist is followed by a more detailed catalogue of the checklist. For each checklist question, projects can assess their performance as follows:

- **"COMPLIES WITH ALL CRITERIA"** (if a project meets all criteria)
- **"COMPLIES WITH SOME CRITERIA"** (if the project meets some, but not all of the bulleted criteria)
- **"DOES NOT COMPLY"** (if the project does not meet any of the criteria)
- **"N/A"** (if the criteria does not apply to this project)

WHO SHOULD USE THE CHECKLIST?

Developers, planning staff, and decision-makers should use the Healthy Development Criteria:

- Developers should refer to the criteria and checklist as a guide for the design and planning of a project in the early stages, preferably before submitting an application for development review.
- City staff can use the checklist to review development proposals and make recommendations to both developers and decision-makers. The checklist can also be used to inform staff reports and public meetings on projects.
- Decision-makers are encouraged to use the completed project checklist to better understand the health outcomes of a proposed project.
- Community members and advocates can use the checklist as a resource and tool to guide healthy development in their communities.

SUMMARY CHECKLIST

ACTIVE DESIGN

1. NEIGHBORHOOD AMENITIES. How well does the project support access to neighborhood amenities (e.g., convenience store, dry cleaning, community center, café, etc.) within reasonable walking distance from residential developments?

Complies with all criteria Complies with some criteria Does not comply N/A

☐ ☐ ☐ ☐

2. PARKS AND OPEN SPACE. How well does the project incorporate a park or open space within reasonable walking distance of all residential development?

☐ ☐ ☐ ☐

3. PEDESTRIAN ENVIRONMENT. How well does the project contribute to creating a safe and comfortable pedestrian environment for residents of all ages?

☐ ☐ ☐ ☐

4. SIDEWALKS. How well does the project create or contribute to a complete network of sidewalks?

☐ ☐ ☐ ☐

5. FRONTAGE DESIGN. How well does the project incorporate attractive, pedestrian-scale exteriors and massing to encourage walkability for people of all ages?

☐ ☐ ☐ ☐

6. PHYSICAL ACTIVITY. How well does the project incorporate design features to promote the physical activity of all building occupants?

☐ ☐ ☐ ☐

CONNECTIVITY

7. NETWORK. How well does the project leverage public open space, sidewalks, pedestrian amenities, bicycle facilities, and multi-use trails to connect safely and comfortably to surrounding neighborhoods?

☐ ☐ ☐ ☐

8. WALKABILITY. How well does the project enhance walkability by providing a highly-connected street network?

☐ ☐ ☐ ☐

9. TRANSIT ACCESS. How well does the project provide all residents with safe access to transit and transit facilities within reasonable walking distance?

☐ ☐ ☐ ☐

10. BICYCLE CONNECTIVITY. How well does the project provide high levels of bicycle connectivity through a safe, well-marked and complete bicycle network?

☐ ☐ ☐ ☐

PUBLIC SAFETY

11. INJURY PREVENTION. How well does the project foster injury prevention through the use of traffic calming features, such as bulb outs and speed humps, safe pedestrian crossings, and moderate roadway speeds?

Complies with all criteria	Complies with some criteria	Does not comply	N/A
☐	☐	☐	☐

12. SAFE ACCESS TO SCHOOLS. How well does the project incorporate safe access to schools within a reasonable walking distance?

☐	☐	☐	☐
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13. LIGHTING. How well does the project provide adequate neighborhood lighting to prevent crime and increase safety?

☐	☐	☐	☐
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ENVIRONMENTAL HEALTH

14. SMOKING. How well does the project incorporate efforts to restrict smoking in multi-family development and open spaces?

☐	☐	☐	☐
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15. NEAR-ROAD POLLUTION. How well does the project incorporate efforts to protect residents from the harmful effects of high volume roads?

☐	☐	☐	☐
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16. NOISE POLLUTION. How well does the project mitigate noise pollution for all residents?

☐	☐	☐	☐
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17. ENVIRONMENTAL JUSTICE. How well does the project mitigate any impacts that would disproportionately affect disadvantaged communities?

☐	☐	☐	☐
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18. INDOOR AIR QUALITY. How well does the project incorporate the use of materials and products that support healthy indoor quality?

☐	☐	☐	☐
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COMMUNITY COHESION

19. PASSIVE SPACES. How well does the project incorporate spaces that facilitate social engagement?

☐	☐	☐	☐
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20. RECREATIONAL SPACES. How well does the project incorporate facilities and access to a variety of recreational opportunities for all users?

☐	☐	☐	☐
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21. COMMUNITY SPACES. How well does the project incorporate facilities and access to a multi-purpose community space accessible to the public?

☐	☐	☐	☐
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ACCESS TO FOOD, JOBS, AND SERVICES

	Complies with all criteria	Complies with some criteria	Does not comply	N/A
22. GROCERY. How well does the project integrate access to a full-service grocery store (e.g., sells meat, dairy, fruits and vegetables) within reasonable walking distance of all residents?	☐	☐	☐	☐
23. COMMUNITY GARDEN. How well does the project incorporate space for growing food onsite through community gardens, edible landscaping, or small-scale farming within a reasonable walking distance from residential development?	☐	☐	☐	☐
24. FARMER'S MARKET. How well does the project designate space or provide access to a farmer's market within a reasonable walking distance?	☐	☐	☐	☐
25. HEALTHY FOOD. How well does the project maintain a balance of healthy and unhealthy food retailers?	☐	☐	☐	☐
26. JOBS. How well does the project design promote shorter commutes and better access to jobs?	☐	☐	☐	☐
27. HEALTH SERVICES. How well does the project provide future residents with access to health services?	☐	☐	☐	☐
28. CHILDCARE. How well does the project support increased access to affordable and high-quality childcare?	☐	☐	☐	☐
29. MIXED-USE. How well does the project integrate mixed-use development?	☐	☐	☐	☐
30. MIXED HOUSING. How well does the project contribute to a mix of housing options that will allow all potential household sizes, incomes, and types to become neighbors and share available amenities?	☐	☐	☐	☐

DETAILED HEALTHY DEVELOPMENT CRITERIA

ACTIVE DESIGN

1. **NEIGHBORHOOD AMENITIES.** How well does the project support access to neighborhood amenities (e.g., convenience store, dry cleaning, community center, café, etc.) within reasonable walking distance from residential developments?

RATIONALE:

Neighborhoods that include destinations within reasonable walking distance are linked to increased total physical activity of residents. A “walk shed” radius is a useful measure to delineate the area from which a place is reachable by a short walk, commonly understood as up to one half mile.² An effective circulation system links people to key neighborhood destinations efficiently and safely.

CRITERIA:

Review the project for the following features:

- Access to one or more existing or planned transit stops (including bus, streetcar, informal transit stop, rapid transit, light or heavy rail stations, commuter rail stations) within a ½ mile walk distance; and
- At least two destinations within a ½ mile walking distance of all or most residents, including parks, schools, commercial centers, and offices.

EVIDENCE:

Congress for New Urbanism. 2001. “Ped Sheds.” *Transportation Tech Sheet*. Retrieved from: http://cnu.civicaactions.net/sites/www.cnu.org/files/CNU_Ped_Sheds.pdf

Frumkin, H. and L. Frank, R. Jackson. 2004. *Urban Sprawl and Public Health: Designing, Planning, and Building for Healthy Communities*. Washington, DC: Island Press.

Klingerman M. and J. Sallis, S. Ryan, L. Frank, P. Nader. 2007. “Association of neighborhood design and recreation environment variables with physical activity and body mass index in adolescents.” *American Journal of Health Promotion* 21(4): 274-77.

Mouzon, S. 2012. “Walk Appeal.” *Better Cities and Towns*. Retrieved from: <http://bettercities.net/news-opinion/blogs/steve-mouzon/18645/walk-appeal>

2. **PARKS AND OPEN SPACE.** How well does the project incorporate a park or open space within reasonable walking distance of all residential development?

RATIONALE:

The close proximity of parks and recreation services encourages use, physical activity, and mental health benefits for people of all ages. Parks can also be used as spaces for community events and civic engagement. People living within a half mile of a park consider facilities close enough to walk to.

² For the purposes of this Checklist, any references to a “reasonable walking distance” should consider the walk shed as a measure for walkability and also the best applicability to the local community context (e.g., urban, suburban, rural). While practical influences should always be considered (e.g., safety, shortcuts, etc.), projects should aim for at least a ½ mile walk distance, but a ¼ mile walk distance is preferred.

CRITERIA:

Review the project for the following features:

- Every resident lives within ½ of a park or public open space; and
- A ratio of at least 5 acres of parkland per 1,000 residents; and
- Joint-use agreements with local school districts or other entities (if necessary, to achieve these park standards.)

EVIDENCE:

Louv, Richard. 2008. *Last Child in the Woods*. New York: Algonquin Books.

Trust for Public Land. 2016. "Parks on the Clock: Why we Believe in the 10-minute walk." Retrieved from: <https://www.tpl.org/blog/why-the-10-minute-walk#sm.0001bo0t0r4t1d50von1fn8ldyt18>

Westrup, L. 2002. "Quimby Act 101: An Abbreviated Overview." California Department of Parks and Recreation. Retrieved from: <https://www.parks.ca.gov/pages/795/files/quimby101.pdf>

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- 3. PEDESTRIAN ENVIRONMENT.** How well does the project contribute to creating a safe and comfortable pedestrian environment for residents of all ages?

RATIONALE:

Walking is positively correlated with the presence of sidewalks and perceived neighborhood aesthetics and safety. Perceptions matter: the extent to which a neighborhood is perceived as walkable is correlated with residents' likelihood of participating in regular physical activity. A quality pedestrian environment also creates a physical and psychological buffer between pedestrians, bikes and cars, in addition to providing shade. A carefully planned built environment can be highly effective in preventing pedestrian injuries.

CRITERIA:

Review the project for the following features:

- Pedestrian signals, in-pavement flashing lights, four-way stops, crosswalks, and/or pedestrian overpasses to ensure pedestrian safety; and
- Gently sloped walks instead of or in addition to steps in public open spaces; and
- Barrier-free paths that facilitate access for all users; and
- Legible signage that minimizes confusion and communicates important wayfinding information to all users (e.g., seniors, deaf, multi-language); and
- Street trees planted between the vehicle travel way and sidewalk at intervals of no more than 50 feet along at least 60% of the total existing and planned block length within a project and on blocks bordering the project; and
- Within ten years, shade from trees or permanent structures over at least 40% of the total length of the existing and planned sidewalks within or bordering the project (measured from the estimated crown diameter).

EVIDENCE:

Retting, R. A., and A. T. McCartt, S. A. Ferguson. 2003. "A review of evidence-based traffic engineering measures designed to reduce pedestrian-motor vehicle crashes." *American Journal of Public Health* 93(9): 1456-1462.

Sacramento Transportation and Air Quality Collaborative. "Best Practices for Complete Streets." Retrieved from: <https://www.smartgrowthamerica.org/app/legacy/documents/cs/resources/cs-bestpractices-sacramento.pdf>

U.S. Green Building Council. 2016. *LEED v4 for Neighborhood Development*. Retrieved from: <http://www.usgbc.org/resources/leed-v4-neighborhood-development-current-version>

4. SIDEWALKS. How well does the project create or contribute to a complete network of sidewalks?

RATIONALE:

The presence of a complete sidewalk network is a major determinant of whether or not someone may choose walking for any given trip. Walking is positively correlated with the presence of sidewalks and perceived neighborhood aesthetics and safety. Lack of physical activity is a major factor in Americans' health. The provision of a network that facilitates walking can help bridge this physical activity gap and directly influence measurable health indicators.

CRITERIA:

Review the project for the following features:

- *Sidewalks on both sides of all new and redeveloped streets; and*
- *Minimum sidewalk width of 6 feet along residential streets and 8 feet along commercial or mixed-use streets; and*
- *Continuous sidewalks across the entire project street network (excepting alleys and service-oriented streets); and*
- *Incorporation of universal design features to ensure that all users (including those using wheelchairs, walkers, pushing strollers, and hand carts) can easily travel to neighborhood destinations, including:*
 - *Multi-use pathways that are separated from vehicular traffic and that facilitate pedestrian and wheelchair access,*
 - *Planting strips on both sides of all streets without protruding into the path of travel; and*
 - *Short right-turn radii for major roads and ramps crossing pedestrian rights-of-way.*

EVIDENCE:

American Association of State Highway and Transportation Officials. 2011. *A Policy on Geometric Design of Highways and Streets*. Washington, DC: American Association of State Highway and Transportation Officials.

Boodlal, L. 2003. "Accessible Sidewalks and Street Crossings - an informational guide." US Department of Transportation, Federal Highway Administration. Retrieved from: http://www.bikewalk.org/pdfs/sopada_fhwa.pdf

4. FRONTAGE DESIGN. How well does the project incorporate attractive, pedestrian-scale exteriors and massing to encourage walkability for people of all ages?

RATIONALE:

Building design greatly affects our sense of comfort while walking, biking, or driving, as well as our connection to a place and our neighbors. Providing opportunities to have frequent face-to-face contact in a neighborhood has been shown to promote social ties among neighbors. Architectural features such as porches and transparent shop fronts that promote visibility from a building's exterior have been linked to higher levels of perceived social support and lower levels of psychological distress.

CRITERIA:

Review the project for the following features:

- *Buildings with primary entrances oriented towards the sidewalk/street or public open spaces; and*

- Buildings that are scaled appropriately to the width of the street to create a pleasant public realm environment (generally using a rule of thumb of at least 1 foot of building height for every 1.5 feet from street centerline to building façade); and
- Surface parking is located behind buildings (or to the side in certain contexts).

EVIDENCE:

ChangeLab Solutions. (n.d.) "Pedestrian Friendly Code Directory: Eyes on the Street." Retrieved from: <http://www.changelabsolutions.org/childhood-obesity/eyes-street>

Lund, Hollie. 2002. "Pedestrian Environments and Sense of Community." *Journal of Planning Education and Research*. 21 (3): 301-312.

Speck, J. 2012. *Walkable City: How Downtown can Save America, One Step at a Time*. New York: North Point Press.

Wekerly, G. 2000. "From Eyes on the Street to Safe Cities." *Places* 13(1): 44-49.

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- 5. PHYSICAL ACTIVITY.** How well does the project incorporate design features to promote the physical activity of all building occupants?

RATIONALE:

Certain features can be incorporated into the design of buildings that help people increase their physical activity as a part of daily life. Active design strategies include the convenient placement of stairs, building and site design to encourage walking, and the provision of spaces for physical activity.

CRITERIA:

Review the project for the following features:

- Placement of stairs within 25' of an entrance and before any elevator;
- Stair prompts and signage at elevator banks;
- Windows & skylights to make enclosed stairs more visible and appealing;
- No unnecessary escalators and elevators;
- Elimination of physical barriers (such as walls, door locks, and poor placement of building elements) that can deter physical activity.

EVIDENCE:

Center for Active Design. 2010. "Active Design Guidelines: Promoting Physical Activity and Health In Design." City of New York.

CONNECTIVITY

- 6. NETWORK.** How well does the project leverage public open space, sidewalks, pedestrian amenities, bicycle facilities, and multi-use trails to connect safely and comfortably to surrounding neighborhoods?

RATIONALE:

Research indicates that children who bike or walk to recreational sites (parks, playgrounds, etc.) use sites more often. The safer it is to bike or walk to play sites, the more likely it is that kids will bike or walk there. Furthermore, trail use is significantly correlated with user proximity, with evidence showing that trails within at least ½ mile of every residence is ideal for maximizing access and use. Trails and parks that are well maintained, safe, clean, well-lit, and have facilities, such as restrooms, drinking fountains, and exercise equipment, are used more and contribute to higher physical activity levels among users.

CRITERIA:

Review the project for the following features:

- *Pedestrian amenities at parks and on trails, including seating, restrooms, signage, lighting, landscaping, shade structure, trash cans and drinking fountains; and*
- *Park design that emphasizes connectivity to other park/trail access points within reasonable walking distance, including complete streets design, close proximity to transit stops, and safe pedestrian and bike routes.*

EVIDENCE:

Kaczynski, A. and K. Henderson. 2007. "Environmental correlates of physical activity: a review of evidence about parks and recreation." *Leisure Sciences* 29(4): 315-354.

National Center for Environmental Health. 2013. *Parks and Trails Health Impact Assessment*. Centers for Disease Control and Prevention. Retrieved from: https://www.cdc.gov/healthyplaces/parks_trails/sectionc.htm#1

Shulaker, B. and J. Isacoff, T. Kjer, and K. Hart. 2016. *Park Design for Physical Activity and Health*. San Francisco: Trust for Public Land.

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- 7. WALKABILITY.** How well does the project enhance walkability by providing a highly-connected street network?

RATIONALE:

There is ample evidence that greater street connectivity and higher residential density are related to higher total physical activity and lower BMI. Adults are more likely to walk if they live in neighborhoods with high connectivity and intersection density, high population density, and a mix of land uses.

A high intersection density is one of the single most important variables for determining whether a place will have high enough levels of connectivity to foster increased levels of walking, as well as for increasing transit use and reducing vehicle distance traveled. Grid street patterns that decrease distance between destinations encourage walking and help foster physical activity.

CRITERIA:

Review the project for the following features:

- No cul-de-sacs, courts, and paseos without through access by pedestrians and bicyclists to other streets, courts, paseos, or parks;
- An internal connectivity of at least 140 motorized/non-motorized intersections per square mile; and
- Small, walkable blocks with perimeters no more than 1600 feet long; and
- At least one through connection (street, alley, trail/path) of all blocks and the project boundary every 800 feet. Does not apply to blocks or portions of the boundary where connections cannot be made due to physical obstacles.

EVIDENCE:

Frank L, Schmid T, Sallis J, Chapman J, Saelens B. 2005. "Linking objectively measured physical activity with objectively measured urban form: findings from SMARTRAQ." *American Journal of Preventive Medicine* 28:117-125.

Stangl, P. 2015. "Block size-based measures of street connectivity: A Critical Assessment and new approach." *Urban Design International* 20(1); 1-12.

U.S. Green Building Council. 2016. *LEED v4 for Neighborhood Development*. Retrieved from: <http://www.usgbc.org/resources/leed-v4-neighborhood-development-current-version>

8. TRANSIT ACCESS. How well does the project provide all residents with safe access to transit and transit facilities within reasonable walking distance?

RATIONALE:

In addition to walking and biking, public transit offers a potential alternative to driving. Public transit improvements can also result in other benefits, including reduced traffic crashes, improved physical fitness and health, energy conservation, increased community livability, increased affordability, and economic development. Urban form, including the presence of compact development and access to public transit, tend to have a positive association with physical activity.

CRITERIA:

Review the project for the following features:

- At least 50% of dwelling units and nonresidential use entrances have access to existing or planned transit stops (including bus, streetcar, informal transit stop, rapid transit, light or heavy rail stations, commuter rail stations) within a ½ mile walk distance; and
- Compact development and mixed land use that maximizes walkable access to public transit; and
- Transit facilities designed to maximize user comfort while waiting by incorporating shade structures, street furniture and relevant information/signage.

EVIDENCE:

American Public Transportation Association. 2009. "Defining Areas of Influence." (Recommended Practice). Retrieved from: <http://www.apta.com/resources/standards/Documents/APTA%20SUDS-UD-RP-001-09.pdf>

Convergence Partnership. 2006. *Healthy, Equitable Transportation Policy*. Retrieved from: http://www.convergencepartnership.org/sites/default/files/healthtrans_fullbook_final.PDF

Forsyth, A. and L. Smead (Eds.). 2015. *Mobility, Universal Design, Health, and Place (A Research Brief)*. Health and Places Initiative. Retrieved from: http://research.gsd.harvard.edu/hapi/files/2015/11/HAPI_ResearchBrief_UniversalDesign-112315.pdf

Litman, T. 2010. "Evaluating Public Transportation Health Benefits." American Public Transportation Association. Retrieved from: http://www.apta.com/resources/reportsandpublications/Documents/APTA_Health_Benefits_Litman.pdf

- 9. BICYCLE CONNECTIVITY.** How well does the project provide high levels of bicycle connectivity through a safe, well-marked and complete bicycle network?

RATIONALE:

Good bicycle connectivity and safe bicycle facilities can have dramatic public health benefits. New bicycling facilities can dramatically lower health care costs. Additionally, communities that support transit use, walking, and bicycling are associated with more physical activity and lower body weights. Key metrics to the success of bicycle networks is trail/bikeway accessibility. Use of trails and bikeways is negatively correlated with distance to the facility.

CRITERIA:

Review the project for the following features:

- *On-street bicycle facilities (Class II or Class IV) on most streets; and*
- *Class IV facilities on limited access roadways with higher rates of speed and larger intersection spacing; and*
- *Highly visible or color-coded markings and/or bicycle lane striping on the road surface (or a painted buffer between the bicycle and travel lanes).; and*
- *Where appropriate, "bicycle boulevards" with narrower travel lanes, slower target speeds, unique signage, and bicycle prioritization through vehicle barriers or other visual cues.*

EVIDENCE:

Gotschi, T. 2011. "Costs & Benefits of Bicycling Investments in Portland, Oregon." Journal of Physical Activity & Health 8(1): S49-S58.

Handy, S. L. 2004. Critical Assessment of the Literature on the Relationships among Transportation, Land Use, and Physical Activity. Washington, DC: Transportation Research board and Institutes of Medicine Committee on Physical Activity, Health Transportation, and Land Use.

Pucher J, and J. Dill, and S. Handy. 2010. "Infrastructure, programs, and policies to increase bicycling: an international review." Preventive Medicine 50: 106-25.

PUBLIC SAFETY

10. INJURY PREVENTION. How well does the project foster injury prevention through the use of traffic calming features, such as bulb outs and speed humps, safe pedestrian crossings, and moderate roadway speeds?

RATIONALE:

Vehicle speed is one of the most critical variables that determines traffic collision severity. The use of design features that moderate traffic speeds and increase driver awareness of bicycle and pedestrian activity all help to reduce the occurrence and severity of injury of collisions. This is especially true for those with limited mobility, such as elderly pedestrians and children. Risk of injury is also greater on busier streets and streets with more than two lanes. However, pedestrian safety can be improved through the provision of continuous wide sidewalks, well-marked and signalized crosswalks, traffic controls at intersections; and traffic-calming infrastructure.

CRITERIA:

Review the project for the following features:

- *Traffic-calming infrastructure, such as speed humps, bulb-outs, and chicanes; and*
- *To the extent possible, neighborhood/local streets have a target speed limit of 20 miles per hour and collectors/arterials have a target speed limit of 30 miles per hour; and*
- *All vehicle travel lanes on local streets within the project area are no wider than 10 feet; collector streets and roads are no wider than 11 feet; and arterial roads have travel lanes no wider than 12 feet; and*
- *All two-lane streets have clearly marked space for on-street parking and/or bicycle lanes; and*
- *Outside lane striping to delineate the vehicle travel way from on-street parking, bicycle lanes, or unused shoulders; and*
- *Grade-separated cycle tracks OR wide parking lanes (up to 10 feet) where physical separation between bicycle lanes and on-street parking is not desirable or possible, such as in areas with high parking turnover.*

EVIDENCE:

Koepsell, T. 2002. "Crosswalk markings and the risk of pedestrian-motor vehicle collisions in older pedestrians." *The Journal of the American Medical Association* 288 (17): 2136-2143.

National Association of City Transportation Officials. *Urban Street Design Guide*. Washington, DC: Island Press.

Zegeer, C. 2001. "Safety effects of marked versus unmarked crosswalks at uncontrolled locations." *Transportation Research Record* (1773): 56-68.

11. SAFE ACCESS TO SCHOOLS. How well does the project incorporate safe access to schools within reasonable walking distance?

RATIONALE:

The implementation of safe routes to school strategies have resulted in significant decreases in the number of child pedestrian deaths and injury rates. Additionally, improved safety for students walking and biking to school also has broader benefits, including reduced transportation costs, increased connectivity between neighborhoods, and improved student alertness.

CRITERIA:

Review the project for the following features:

- An attendance boundary that adheres to these specified distances: most or all students living within a 3/4-mile walking distance for grades 8 and below, and 1 1/2-mile walking distance for grades 9 and above, of a school building.

EVIDENCE:

Boarnet, MG, and CL Anderson, K. Day, T. McMillan, M. Alfonzo. 2005. "Evaluation of the California Safe Routes to School legislation: urban form changes and children's active transportation to school." *American Journal of Preventive Medicine* 28 (2): 134-40.

National Center for Safe Routes to School. 2015. *Creating Healthier Generations: A Look at the 10 Years of the Federal Safe Routes to School Program*. Retrieved from: http://saferoutesinfo.org/sites/default/files/SRTS_10YearReport_Final.pdf

U.S. Green Building Council. (n.d.) *LEED BD+C: Schools*. Access to Quality Transit. Retrieved from: <http://www.usgbc.org/credits/schools-new-construction/v4-draft/lrc5>

12. LIGHTING. How well does the project provide adequate neighborhood lighting to prevent crime and increase safety?

RATIONALE:

Street lighting improvements can help reduce both crime and people's perceptions of fear. In addition, street lighting can have the effect of increasing activity after dark.

CRITERIA:

Review the project for the following features:

- Lighting that enhances visibility of streets, alleys, windows, walkways, and bikeways for pedestrians and vehicle traffic; and
- Safe pedestrian path zones that align with traffic patterns and generate a sense of welcome at all hours of the day; and
- Enough lighting for safety, while ensuring lighting does not produce glare for users, including pedestrians, drivers, or light trespass to neighbors.

EVIDENCE:

IESNA Security Lighting Committee. 2003. "Guideline for Security Lighting for People, Property, and Public Spaces." New York: Illuminating Engineering Society of America.

Painter, K. 1996. "The Influence of Street Lighting Improvements on Crime, Fear, and Pedestrian Street Use, after dark." *Landscape and Urban Planning* 35(2-3): 193-201.

ENVIRONMENTAL HEALTH

- 13. SMOKING.** How well does the project incorporate efforts to restrict smoking in multi-family development and open spaces?

RATIONALE:

Each year, smoking causes about one in five deaths in the United States. Smoking continues to be an ongoing health issue and is one of concern in the Inland Empire. Furthermore, there is extensive evidence that indicates second hand smoke, especially in shared spaces, such as multifamily residential buildings, can be a health hazard for non-smokers in adjoining units.

CRITERIA:

Review the project for the following features:

- *No smoking in parks and public plazas, and*
- *Signage stating smoking bans in parks and public plazas, and*
- *Restrict smoking in multifamily residential buildings so as to protect tenants from the effects of secondhand smoke generated in nearby or adjoining units.*

EVIDENCE:

Centers for Disease Control and Prevention. 2014. "Health Effects of Cigarette Smoking." Smoking and Tobacco Use, Data and Statistics, Fact Sheets. Retrieved from: http://www.cdc.gov/tobacco/data_statistics/fact_sheets/health_effects/effects_cig_smoking/

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- 14. NEAR-ROAD POLLUTION.** How well does the project incorporate efforts to protect residents from the harmful effects of high volume roads?

RATIONALE:

Pollutants from cars, trucks and other motor vehicles are found in higher concentrations near major roads. People who live, work or attend school near major roads appear to have an increased incidence and severity of health problems associated with air pollution exposures related to roadway traffic, including higher rates of asthma onset and aggravation, cardiovascular disease, impaired lung development in children, pre-term and low-birthweight infants, childhood leukemia, and premature death.

CRITERIA:

Review the project for the following features:

- *Near-road landscaping that reduces particle concentrations and noise. Generally, include a context-appropriate vegetation barrier that is at least 20 feet and has full coverage (no gaps); and*
- *Locate homes at least 1,000 away from a high-volume road; and*
- *Install filtration systems for all buildings within 1,000 feet of a high-volume road.*

EVIDENCE:

California Department of Education. 2015. Sustainable Communities and School Planning. Retrieved from: <http://www.cde.ca.gov/ls/fa/bp/documents/bestprcticesustain.pdf>

Environmental Protection Agency. 2015. Near Roadway Air Pollution and Health. Retrieved from: <http://www3.epa.gov/otaq/nearroadway.htm>

15. NOISE POLLUTION. How well does the project mitigate noise pollution for all residents?

RATIONALE:

Noise pollution can negatively impact the physical and mental health of residents. Unwanted noise may increase due to population growth, street traffic changes, and even mobile technology. Long term exposure to excessive noise can lead to stress, fatigue, hearing loss, and loss of productivity.

CRITERIA:

Review the project for the following features:

- Active rooms, such as kitchens, placed in locations that buffer sounds from roads in rooms where noise is more problematic, such as bedrooms; and
- Minimize exposure to noise pollution in outdoor spaces by planting earthen berms with grasses or shrubs; and
- Use of green roofs, which can absorb noise and reduce outside sound levels by up to 40-50 decibels; and
- Reduce exposure to noise pollution for building occupants by incorporating acoustically designed walls, double-glazed windows, and well-sealed doors.

EVIDENCE:

Brophy, V. and JO Lewis. 2011. *A Green Vitruvius*. London: Earthscan.

Kryter, K. 1994. *The Handbook of Hearing and the Effects of Noise: Physiology, Psychology, and Public Health*. San Diego: Academic Press.

Office of Disease Prevention and Health Promotion. (n.d.) "Environmental Health." *Healthy People 2020*. Retrieved from: <https://www.healthypeople.gov/2020/topics-objectives/topic/environmental-health>

16. ENVIRONMENTAL JUSTICE. How well does the project mitigate any impacts that would disproportionately affect disadvantaged communities?

RATIONALE:

The negative impacts of the built environment disproportionately impact disadvantaged communities, including higher incidences of respiratory disease, cancer, obesity, and developmental diseases. Community design, together with planning decisions, can play a key role in making these communities healthier and mitigating the impacts of existing land use patterns and transportation investments in the region.

CRITERIA:

Review the project for the following features:

- Minimize exposure to hazardous contaminants, including contaminated soils, pesticides, contaminated groundwater, and emissions by not siting residential development near or in the path of exposure sites (e.g., bus fleets stations, factories, power plants, landfills, and areas of pesticide spraying)
- Minimize development of sensitive land uses – defined as schools, hospitals, residences, and elder and childcare facilities – near air pollution sources – including freeways, high volume roads, airplane landing paths, and polluting industrial sites.

EVIDENCE:

California Department of Education. 2015. *Sustainable Communities and School Planning*. Retrieved from: <http://www.cde.ca.gov/ls/fa/bp/documents/bestprcticesustain.pdf>

Environmental Protection Agency. 2016. "Technical Guidance for Assessing Environmental Justice in Regulatory Analysis." Retrieved from: https://www.epa.gov/sites/production/files/2016-06/documents/ejtg_5_6_16_v5.1.pdf

Srinivasan, S. and L. O'Fallon, A. Deary. 2003. "Creating Healthy Communities, Healthy Homes, Healthy People: Initiating a Research Agenda on the Built Environment and Public Health." American Journal of Public Health 93(9): 1446-1450.

17. INDOOR AIR QUALITY. How well does the project incorporate the use of materials and products that support healthy indoor quality?

RATIONALE:

Poor indoor quality can contribute to chronic disease, including asthma, heart disease, and cancer. Poor ventilation, humidity, and exposure to carbon monoxide can exacerbate negative impacts to health. Most exposure to environmental pollutants occurs by breathing air indoors.

CRITERIA:

Review the project for the following features:

- *Building materials that are not known to emit harmful toxins; and*
- *Reduce occupant exposure to VOCs by using cabinetry, doors, molding, shelving, and trim materials with low VOCs. Employ caulking, adhesives, paints, varnishes, and other finishes that are free of solvents and VOCs; and*
- *Reduce occupant exposure to molds by using mold resistant materials in community bathrooms and other water sensitive locations.*

EVIDENCE:

American Lung Association. (n.d). "Healthy Air at Home." Retrieved from: <http://www.lung.org/our-initiatives/healthy-air/indoor/at-home/>

Environmental Protection Agency. (n.d). "Improving Indoor Air Quality." Retrieved from: <https://www.epa.gov/indoor-air-quality-iaq/improving-indoor-air-quality>

COMMUNITY COHESION

18. PASSIVE SPACES. How well does the project incorporate spaces that facilitate social engagement?

RATIONALE:

Creating public spaces that promote the engagement of residents and high connectivity of neighborhoods and services have positive impacts on health. The good design of public spaces is important to ensuring not only their use, but the encouragement of socialization and activity.

CRITERIA:

Review the project for the following features:

- *Plazas, a central square, dog runs, and bbq areas that encourage social interaction and enhance opportunities for physical activity; and*
- *Seating that encourages people to be comfortable in parks and public spaces; and*
- *Design that promotes public gathering and use of open space for activities, places for food, and flexibility for multiple uses, including:*
 - *Visible and accessible entrances, spaces, and paths,*
 - *Functional structures,*
 - *Pedestrian and bicyclist access,*
 - *Public art,*
 - *Close access to public transit.*

EVIDENCE:

Eitler, Thomas W., E.T. McMahon, and T.C. Thoerig. 2013. Ten Principles for Building Healthy Places. Washington, D.C.: Urban Land Institute.

Project for Public Spaces. 2009. Why Public Spaces Fail. Retrieved from: <http://www.pps.org/reference/failedplacefeat/>

19. RECREATIONAL SPACES. How well does the project incorporate facilities and access to a variety of recreational opportunities for all users?

RATIONALE:

Having accessible recreation, exercise, or sports facilities in neighborhoods tends to be associated with active recreation. Additionally, research has shown that children are more physically active in preschools that have more available playground equipment and a larger space for outdoor play.

CRITERIA:

Review the project for the following features:

- *Sports fields, courts, swimming pools, tot lots, putting green, recreational gardening and fitness facilities, including:*
 - *Baseball or softball diamonds, soccer fields, an open play green, a skate park, basketball, tennis, sand volleyball, and/or practice fields; or*
 - *Swimming pools, which may include an adult lap pool and spa, a children's pool, a splash park; or*
 - *Equestrian staging area (if appropriate to the context).*
- *Parks that emphasize open space and natural habitat, have minimal development, and are well distributed throughout the site. Park amenities may include:*

- o *Open lawns*
- o *Restrooms*
- o *Shade structures*
- o *Picnic areas*
- o *Interpretive areas and interpretive signage*
- *Park facilities for users of all ages with different recreational needs, interests and abilities. Seniors and very young children in particular have unique needs. Consider the following age-specific park infrastructure:*
 - o *Very young children (age 0-6): tot lots, splash pads*
 - o *Older children (6-18): sports fields, courts, skate park*
 - o *Adults: sports fields, putting green, gardening and fitness facilities, adult lap pool*
 - o *Senior (age 60+): gardening and fitness facilities, adult lap pool, trails*

EVIDENCE:

Bauman, A. E., and F.C. Bull. *Environmental Correlates of Physical Activity and Walking in Adults and Children: A Review of the Reviews*. London: National Institute of Health and Clinical Excellence. Retrieved from: <http://www.nice.org.uk/nicemedia/pdf/word/environmental%20correlates%20of%20physical%activity%20review.pdf>

Harnik, P. and B. Welle. 2011. *From Fitness Zones to the Medical Mile: How Urban Park Systems Can Best Promote Health and Wellness*. Trust for Public Land. Retrieved from: <https://www.tpl.org/sites/default/files/cloud.tpl.org/pubs/ccpe-health-promoting-parks-rpt.pdf>

Ulrich, R. *Evidence Based Environmental Design for Improving Medical Outcomes*. Retrieved from: http://muhc-healing.mcgill.ca/english/Speakers/ulrich_p.html

20. COMMUNITY SPACES. How well does the project incorporate facilities and access to a multi-purpose community space accessible to the public?

RATIONALE:

Adaptable, multi-purpose community rooms can help foster a sense of social cohesion and offer space for education and health related programming. Education and lifelong learning can improve social well-being and help maintain cognitive function as people age.

CRITERIA:

Review the project for the following features:

- *At least one community space in every community and/or neighborhood; and*
- *Community room with multi-use spaces, including recreational rooms, auditoriums, outdoor plazas, and green building features; and*
- *Integration of community rooms with parks, open space facilities, and cultural centers.*

EVIDENCE:

American Society of Landscape Architects. 2014. "Health Benefits of Nature." *Professional Practice*. Retrieved from: <http://www.asla.org/healthbenefitsofnature.aspx>

Eitler, T. and E. McMahon, T. Thoerig. 2013. *Ten Principles for Building Healthy Places*. Washington DC: Urban Land Institute.

ACCESS TO FOOD, JOBS, AND SERVICES

21. GROCERY. How well does the project integrate access to a full-service grocery store (e.g., sells meat, dairy, fruits and vegetables) within reasonable walking distance of all residents?

RATIONALE:

Residents of communities with access to healthy foods have healthier diets. Proximity to supermarkets is associated with lower rates of obesity and the presence of convenience stores is associated with higher rates of obesity.

CRITERIA:

Review the project for the following features:

- *A neighborhood market within the project design, or*
- *A public, multi-use space that allows for food markets, or*
- *Access to a full-service grocery store within reasonable walking distance.*

EVIDENCE

Sallis, J., and Karen Glanz. 2009. "Physical Activity and Food Environments: Solutions to the Obesity Epidemic." Milbank Quarterly. 87 (1): 123-154.

Wakefield, J. 2004. "Fighting Obesity Through the Built Environment." Environmental Health Perspectives 112(11): A616-A618.

22. COMMUNITY GARDEN. How well does the project incorporate space for growing food onsite through community gardens, edible landscaping, or small scale farming within a reasonable walking distance from residential development?

RATIONALE:

Community gardens provide a whole host of community benefits in addition to serving as an additional source of healthy food. Participation in community gardening is associated with higher fruit and vegetable intake, though, and can be an effective strategy at improving access to healthy foods.

CRITERIA:

Review the project for the following features:

- *Community gardens in neighborhood parks and residential development as part of project design; or*
- *Joint-use agreements with local school districts or other entities (if necessary to ensure access to a school garden); or*
- *Access to a community garden within reasonable walking distance.*

EVIDENCE:

Eitler, Thomas W., E.T. McMahon, and T.C. Thoerig. 2013. Ten Principles for Building Healthy Places. Washington, D.C.: Urban Land Institute.

Lovell, S. 2010. "Multifunctional urban agriculture for sustainable land use planning in the United States." Sustainability 2(8): 2499-2522.

23. FARMER'S MARKET. How well does the project designate space or provide access to a farmer's market within reasonable walking distance?

RATIONALE:

Proximity to farmer's markets has been found to be associated with lower body mass index (BMI) among youth, while density of fast-food and pizza venues has been found to be associated with higher BMI.

CRITERIA:

Review the project for the following features:

- *Space included for a farmer's market within project design; or*
- *Access ensured to a farmer's market within reasonable walking distance.*

EVIDENCE:

Jilcott, S. B., and S. Wade, J.T. McGuirt, Q. Wu, S. Lazorick, J.B. Moore. 2011. The association between the food environment and weight status among eastern North Carolina youth. Public Health Nutrition 14(09): 1610-1617.

Leadership for Health Communities. 2007. Action Strategies Toolkit. Washington, D.C.: Robert Wood Johnson Foundation.

24. HEALTHY FOOD. How well does the project maintain a balance of healthy and unhealthy food retailers?

RATIONALE:

Peoples' food choices and their likelihood of being overweight or obese are also influenced by their food environment. A popular measure of healthy and less healthy food availability in a given geographic area-including distance to food retailers, cost of foods, or density of food outlets- is the modified Retail Environment Food Index (mREFI), which is a ratio of fast-food restaurants and convenience stores compared to supermarkets, produce markets, and farmer's markets. Presence of fast food retailers has a negative effect on diets and diet related health outcomes.

CRITERIA:

Review the project for the following features:

- *Restrict fast food retailers within ½ mile of schools, and*
- *Manage the allowance of fast food retailers relative to the ratio of healthy food retailers to unhealthy food retailers. This could be accomplished by utilizing the Modified Retail Environment Food Index Score. Calculate the mREFI, which is calculated for a census tract as (healthy retailers) / (healthy retailers + unhealthy retailers). Areas with a score of less than 5 are considered to have "poor access" to healthy retail food, scores of 5 to 10 to have "fair access," scores above 10 to 25 to have "good access," and scores above 25 to have "high access."*

EVIDENCE:

Centers for Disease Control. 2011. "Census Tract Level State Maps of the Modified Retail Food Environment Index (mREFI). Retrieved from: http://ftp.cdc.gov/pub/Publications/dnpao/census-tract-level-state-maps-mrfei_TAG508.pdf

Moore LV and AV Diez Roux, JA Nettleton, DR Jacobs, M Franco. 2009. "Fast-food consumption, diet quality, and neighborhood exposure to fast food: the multi-ethnic study of atherosclerosis." American Journal of Epidemiology 170 (1): 29-36.

25. **JOBS.** How well does the project design promote shorter commutes and better access to jobs?

RATIONALE:

Jobs-housing balance is an indirect method of estimating how much commuting future residents of the proposed community might have to endure. While some may find driving enjoyable, commuting is generally a stressful activity that affects one's health and one's social ties to their community. Extended commutes increase stress, with implications for both mental health and familial relationships.

CRITERIA:

Review the project for the following features:

- *Design includes more housing near job-center areas; or*
- *Includes jobs near housing-dense areas; or*
- *Includes affordable housing between job center areas; or*
- *Creates mixed-use projects that include jobs and housing.*

EVIDENCE:

California Planning Roundtable. 2008. "Deconstructing Jobs-Housing Balance." Retrieved from: http://www.cproundtable.org/media/uploads/pub_files/CPR-Jobs-Housing.pdf

Frank, LD and MA Andresen, TL Schmid. 2004. "Obesity Relationships with Community Design, Physical Activity, and Time Spent in Cars. *American Journal of Preventive Medicine* 27(2): 87-96.

Freeman, Lance. 2002. "The Effects of Sprawl on Neighborhood Social Ties: An Explanatory Analysis". *Journal of the American Planning Association* 67 (1): 69-77.

Koslowsky, M. and A. Kluger, M. Reich. 1995. *Commuting stress: causes, effects, and methods of coping*. New York: Plenum Press.

26. **HEALTH SERVICES.** How well does the project provide future residents with access to health services?

RATIONALE:

The inability to access public transit poses a significant barrier for low-income patients to access health care services and can result in missed appointments, avoiding care, and deterioration of health conditions. One method to bridging the gaps in healthcare is by creating clinical-community partnerships, which can be more cost effective and culturally appropriate in addressing preventive care and population health.

CRITERIA:

Review the project for the following features:

- *Access to a clinic or health facility within reasonable walking distance, or*
- *Include multi-use spaces that could be used as a health center or to provide health services within the project design.*

EVIDENCE:

Active Living by Design. *Clinical-Community Collaboration Case Examples*. Retrieved from: <http://activelivingbydesign.org/resources/clinical-community-collaboration-case-examples/>

Hobson, J. and Julie Quiroz-Martinez. 2002. *Roadblocks to Health: Transportation Barriers to Healthy Communities*. Transportation for Healthy Communities Collaborative. Retrieved from: http://www.transformca.org/sites/default/files/roadblocks_to_health_2002.pdf

27. **CHILDCARE.** How well does the project support increased access to affordable and high quality childcare?

RATIONALE:

Access to quality childcare is vital to a child's early development and also contributes to important economic benefits, including direct and indirect job benefits, increased tax revenues, and a more productive workforce. Communities, cities, and developers are finding unique ways to partner in supporting child care facilities as part of development projects and land use plans.

CRITERIA:

Review the project for the following features:

- *Mixed use development included as part of project design; or*
- *Design of flexible, multi-use spaces that could be used as a child care center; or*
- *Access to a child care center within reasonable walking distance.*

EVIDENCE:

Hodgson, K. 2011. Child care and Sustainable Community Development. (*American Planning Association Family Friendly Communities Briefing Papers*). Retrieved from: <https://www.planning.org/research/family/briefingpapers/childcare.htm>

Local Investment in Child Care (LINCC). 2008. "Building Child Care Into New Developments: A Guide For Creating Child Care Facilities In Transit-Oriented Developments." Retrieved from: <http://www.reconnectingamerica.org/assets/Uploads/20080624linccdevBRweb.pdf>

PolicyLink and the Marguerite Casey Foundation. 2016. *High-Quality, Affordable Childcare for All: Good for Families, Communities, and the Economy. (Issue Brief Series: The Economic Benefits of Equity)*. Retrieved from: <http://www.policylink.org/sites/default/files/Childcare-for-All-FINAL-05-06-16.pdf>

28. **MIXED-USE.** How well does the project integrate mixed-use development?

RATIONALE:

There are many different health and wellbeing benefits to living in a mixed-use area. Youths, adults, and seniors residing in neighborhoods with mixed land use typically engage in more total physical activity than those in single-use neighborhoods. Adults are more likely to walk if they live in neighborhoods with high connectivity, high population density, and mixed land use. Additionally, one primary characteristic of a high quality healthy community is mixed land use, where residents live in proximity to services and amenities, rather than in purely residential environments.

CRITERIA:

Review the project for the following features:

- *Neighborhood-serving uses, such as food markets, libraries, dry cleaning services and beauty salons within the project design; and*
- *Retail and service uses on the ground floor to entice pedestrians.*

EVIDENCE:

Barton, H. and C. Tsourour. 2001. *Healthy Urban Planning*. New York: Routledge.

Eitler, T. and E. McMahon, T. Thorig. 2013. *Ten Principles for Building Healthy Places*. Washington DC: Urban Land Institute.

Frank, LD and MA Andresen, TL Schmid. 2004. "Obesity Relationships with Community Design, Physical Activity, and Time Spent in Cars. *American Journal of Preventive Medicine* 27(2): 87-96.

Frumkin, H. and L. Frank, R. Jackson. 2004. *Urban Sprawl and Public Health: Designing, Planning, and Building for Healthy Communities*. Washington, DC: Island Press.

29. MIXED-HOUSING. How well does the project contribute to a mix of housing options that will allow all potential household sizes, incomes, and types to become neighbors and share available amenities?

RATIONALE:

Offering housing that is affordable to local workers is crucial, as a mix of housing that meets a diversity of needs and incomes allows diverse professionals to live in the community in which they work. There are ample benefits to having housing that can accommodate local workers, including increased social cohesiveness and a decrease in the amount of driving necessary to support a community.

CRITERIA:

Review the project for the following features:

- An inclusionary housing requirement, and
- Design of multi-generational housing, and
- A wide range of housing for diverse household sizes and types.

EVIDENCE:

Fraser, J. and R. Chaskin, J Bazuin. 2013. *Making Mixed-Income Neighborhoods Work for Low-Income Households*. *Cityscape: A Journal of Policy Development and Research* 15(2): 83-100.

Urban Land Institute. 2003. *Mixed Income Housing, Myth and Fact*. Retrieved from: <http://inclusionaryhousing.ca/wp-content/uploads/sites/2/2010/01/ULI-Mixed-Income-Hsg-2003.pdf>

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Public Service Fellowship Activities Update

Contact: Jennifer Ward, Director of Government Relations, jward@wrcog.us, (951) 955-0186

Date: September 11, 2017

The purpose of this item is to provide a status update of the second round of Public Service Fellows currently working in WRCOG member agencies.

Requested Action:

1. Receive and file.

In partnership with higher education institutions, WRCOG developed and launched a Public Service Fellowship Program that provides local university graduates with career opportunities within local governments and agencies in a way that is mutually beneficial to both the Fellow and Agency.

Background

In February 2016, the Executive Committee approved the creation of a one-year pilot Public Service Fellowship Program, to be administered by WRCOG in Western Riverside County, in partnership with the University of California, Riverside (UCR), and California Baptist University (CBU). The goal of this Program is to retain local students to fulfill the subregion's needs for a robust public sector workforce and to combat the often-mentioned "brain drain" that Riverside County experiences when local students graduate but then leave the region to seek full-time employment elsewhere. The Fellowship Program is geared towards students graduating from UCR and CBU to engage them in career opportunities with local governments and agencies in a way that is mutually beneficial to both the Fellows and the agency.

WRCOG is responsible for general Program administration and oversight, administering employment of the Fellows, soliciting interest from local government agencies, serving as the liaison between member agencies and the universities, providing Program funding, and coordinating payment of Fellowship stipends. UCR and CBU are responsible for soliciting interest from students, reviewing applications and conducting interviews, and recommending local government and agency placements. WRCOG, UCR, and CBU also provide ongoing training to Fellows on career readiness and other theoretical topics during regular Academic Sessions to support their hands-on work experience. A representative from each university serves as an "advisor" to answer questions from the Fellows or host agencies, monitor the Fellows' performance, handle HR-related issues or complaints in collaboration with WRCOG, and provide needed support to ensure that the Fellowship placement is successful.

Fellowship Program status

Based on widespread success of the Round I Fellows and remaining funding, WRCOG launched a second round of the Fellowship Program, with 19 Fellows (11 from UCR and 8 from CBU) placed in WRCOG member jurisdictions. The Fellows are in their 3rd month of the Program. WRCOG held three Networking Sessions for

the Fellows featuring presentations on the role of city managers and possible routes to city management from current Eastvale and Corona City Managers, Michelle Nissen and Darrell Talbert, respectively. The Fellows also underwent a rigorous “legislative 101” crash-course from the League of California Cities Regional Public Affairs Manager, Erin Sasse. In addition, they listened to presentations from City of Riverside Police Chief Sergio Diaz and City of Riverside Fire Chief Michael Moore about the role of public safety departments in local government and the department activities they oversee on a daily basis other than emergency response.

The Fellows have been working on a broad range of projects of which include planning city events, analyzing existing policies and researching legislative matters. Staff are meeting one-on-one with all the Fellows and their Agency supervisors this fall to gain valuable input on the program. Overall, WRCOG has received positive feedback from the Fellows as to their placements and the projects they have been working on.

Prior Action:

March 6, 2017: The Executive Committee received report.

Fiscal Impact:

Activities for the Fellowship Program are included in the Agency’s adopted Fiscal Year 2017/2018 Budget under the Government Relations Department.

Fiscal Impact:

A total of \$400,000 in 2015/2016 carryover funds have been allocated to the creation of the Fellowship Program.

Attachment:

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: PACE Programs Activities Update

Contact: Crystal Adams, Program Manager, cadams@wrcog.us, (951) 955-8312

Date: September 11, 2017

The purpose of this item is to provide the Executive Committee with an update on the PACE Programs that WRCOG oversees under its PACE umbrella. This includes the HERO Program, SAMAS PACE, CaliforniaFIRST, and Spruce PACE.

Requested Action:

1. Adopt WRCOG Resolution Number 40-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Postponing Public Hearing.

WRCOG's Property Assessed Clean Energy (PACE) Programs provide financing to property owners to implement a range of energy saving, renewable energy, and water conserving improvements to their homes and businesses. Improvements must be permanently fixed to the property and must meet certain criteria to be eligible for financing. Financing is paid back through a lien placed on the property tax bill. The HERO Program was initiated in December 2011 and has been expanded (an effort called "California HERO") to allow for jurisdictions throughout the state to join WRCOG's Program and allow property owners in these jurisdictions to participate. As part of WRCOG's PACE Program umbrella which provides for additional PACE providers to operate programs under WRCOG oversight in the subregion, the CaliforniaFIRST Program has launched and the Spruce PACE Programs are anticipated to launch in fall 2017 and PACE Funding is anticipated to launch in December 2017.

HERO Program activities update

Residential: As of this writing, 134,554 applications in both the WRCOG and California HERO Programs have been approved to fund more than \$8.25 billion in eligible renewable energy, energy efficiency and water efficiency projects (attachments 1 & 2).

WRCOG Subregion: Over 24,000 projects, totaling nearly \$480 million, have been completed.

The table below provides a summary of the total estimated economic and environmental impacts for projects completed in both the WRCOG and the California HERO Programs to date:

Economic and Environmental Impacts Calculations	
KW Hours Saved – Annually	690 GWh
GHG Reductions – Annually	178,870 Tons
Gallons Saved – Annually	477 Million
\$ Saved – Annually	\$92 Million
Projected Annual Economic Impact	\$2.77 Billion
Projected Annual Job Creation/Retention	13,581 Jobs

The table below provides a summary of the types of projects completed in both the WRCOG and the California HERO Programs:

Project Data	
HVAC	32.3%
Windows / Doors	17.5%
Solar	21.3%
Roofing	10.4%
Landscape	8.3%

CaliforniaFIRST activities update

As of August 28, 2017, CaliforniaFIRST has received 342 applications in the WRCOG subregion under WRCOG's PACE umbrella. Out of these applications, 166 have been approved and 42 projects have been completed for a total of \$1,285,288. Additionally, there are 34 projects that are nearly complete that would total an additional \$1,076,228 in financed installations.

The table below provides a summary of the types of projects completed in the CaliforniaFIRST Program:

Project Data	
HVAC	11.4%
Windows / Doors	14.3%
Solar	48.6%
Roofing	11.4%
Landscape	8.6%

Public Hearing and related resolution

On June 3, 2013, the Executive Committee, acting in accordance with Chapter 29 of the Part 3, Division 7 of the Streets and Highways Code ("Chapter 29"), conducted a public hearing to consider formally establishing the Program. At the conclusion of the public hearing the Executive Committee adopted its Resolution Number 10-13 confirming the Program Report for the Program and establishing the Program.

On August 7, 2017, the Executive Committee adopted its Resolution Number 37-17 setting a public hearing to be held on September 11, 2017, as required pursuant to Chapter 29, to consider the modification of the Program Report to increase the Program Area to include the jurisdictional boundaries of such additional Associate Members.

Due to the notice of public hearing for the County of Tulare Unincorporated Areas not being published in their respective county on time, the public hearing regarding the inclusion of the County of Tulare Unincorporated Areas needs to be continued to the until the October 2, 2017, Executive Committee meeting.

At the October 2, 2017, Executive Committee meeting, staff will bring forward the revised Appendix B "Boundary Map" from Program Report for consideration and potential approval; the Executive Committee will hold the Program's required public hearing and, following the closing of the public hearing, will be asked to consider the adoption of a WRCOG resolution approving the revised Appendix B "Boundary Map" from the Program Report.

Prior Actions:

August 17, 2017:

The Technical Advisory Committee received report.

August 7, 2017:

The Executive Committee 1) authorized the Executive Director to amend the WRCOG HERO Program Report, the WRCOG HERO Program Handbook, and the California

HERO Program Handbook to reflect the underwriting criteria change to lower the maximum combined loan to value limit to 97% and remove the minimum equity threshold; 2) adopted WRCOG Resolution Number 38-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Shasta County; 3) supported the Administration & Finance Committee's recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include PACE Funding under WRCOG's PACE umbrella; 4) conducted a Public Hearing regarding the inclusion of the City of Santa Rosa; 5) adopted WRCOG Resolution Number 36-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Program Report so as to expand the Program area within which contractual assessments may be offered; 6) accepted the County of Tulare Unincorporated areas as an Associate Member of the Western Riverside Council of Governments; and 7) adopted WRCOG Resolution Number 37-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a Public Hearing thereon.

Fiscal Impact:

PACE revenues and expenditures are allocated in the Fiscal Year 2017/2018 Budget and are broken out by the various PACE providers under the Energy Department.

Attachments:

1. WRCOG snapshot.
2. California HERO snapshot.
3. WRCOG Resolution Number 40-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Postponing Public Hearing.

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Item 5.A

PACE Programs Activities Update

Attachment 1

WRCOG snapshot

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20,686

Homes Improved

12/14/2011

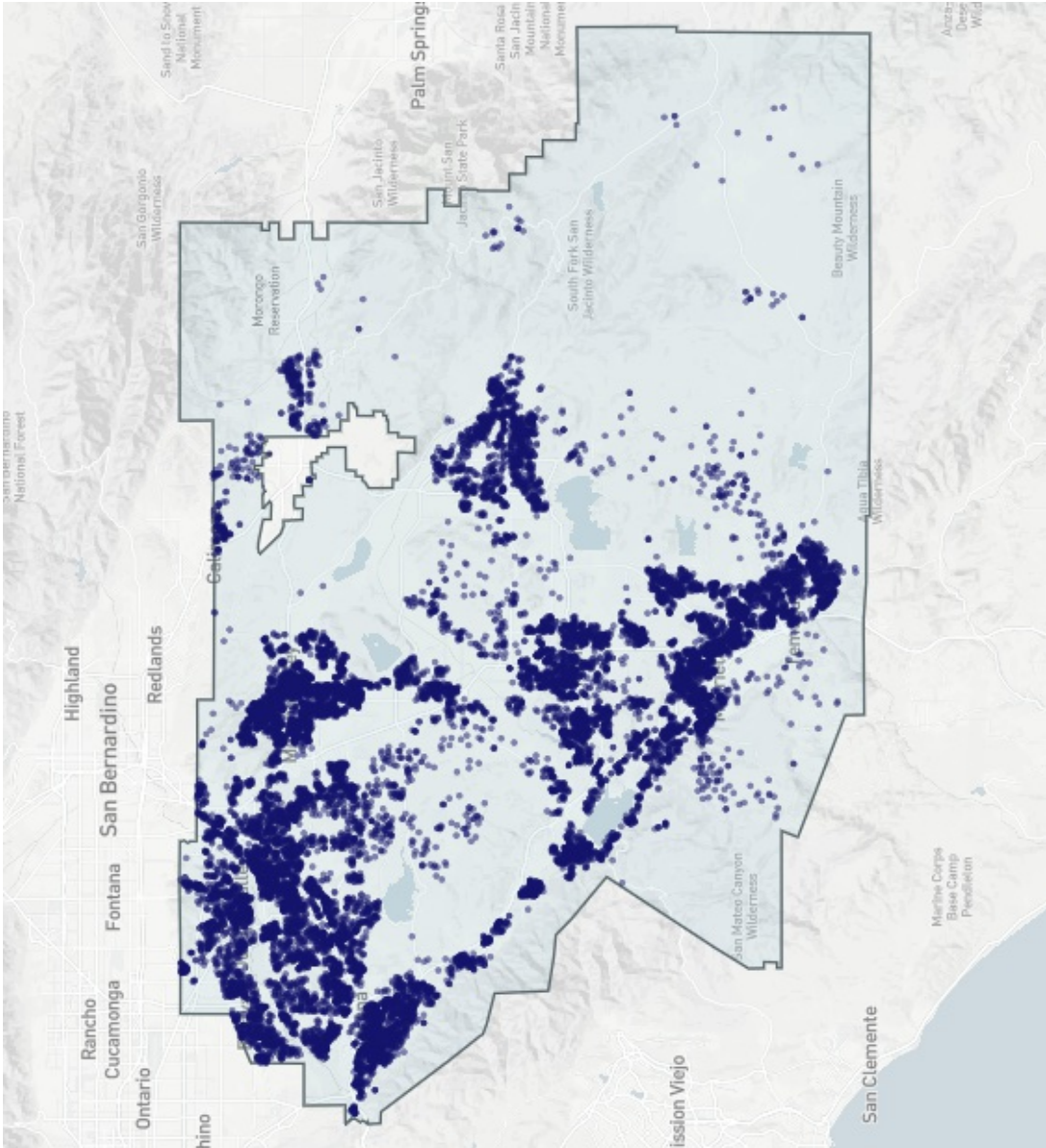
HERO Launch Date

460,994

Housing Count

01/01/2011 - 08/04/2017

Report Range



Improvements

Type	Total Installed	Bill Savings
Energy	27.9K	\$319M
Solar	13.2K	\$557M
Water	1,924	\$16.3M

Lifetime Impact

Applications Submitted	57.0K
Applications Approved	38.9K
Funded Amount	\$473M
Economic Stimulus	\$819M
Jobs Created	4,016
Energy Saved	3.42B kWh
Emissions Reduced	923K tons
Water Saved	1.74B gal

Learn how these numbers are calculated at <https://www.herogov.com/faq>

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Item 5.A

PACE Programs Activities Update

Attachment 2

California HERO snapshot

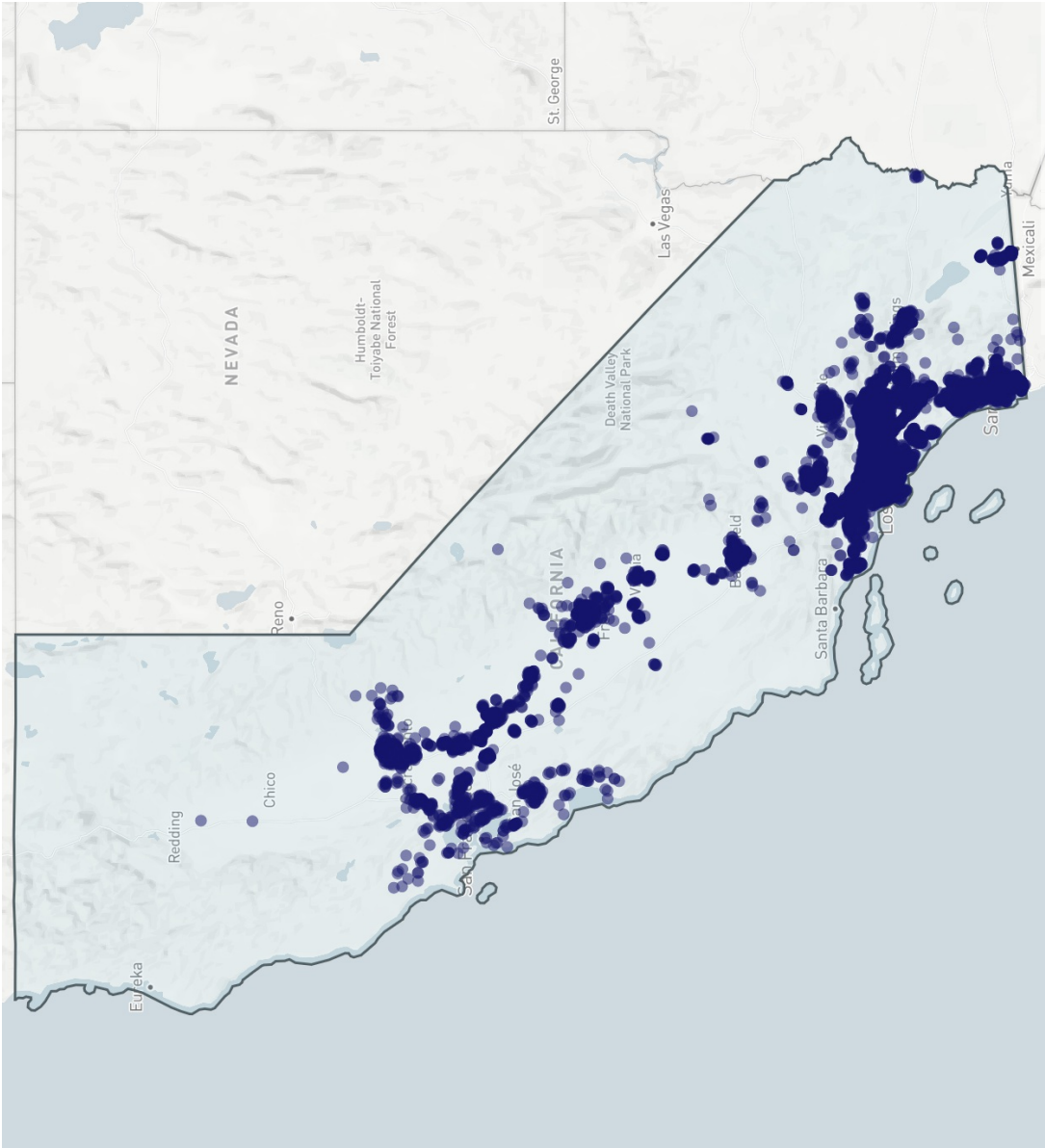
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45,220
Homes Improved

02/10/2014
HERO Launch Date

5,895,167
Housing Count

02/10/2014 - 08/04/2017
Report Range



Improvements

Type	Total Installed	Bill Savings
Energy	64.4K	\$776M
Solar	25.3K	\$1.18B
Water	4,768	\$40.8M

Lifetime Impact

Applications Submitted	127K
Applications Approved	93.8K
Funded Amount	1.10B
Economic Stimulus	\$1.90B
Jobs Created	9,298
Energy Saved	7.00B kWh
Emissions Reduced	1.85M tons
Water Saved	4.32B gal

Learn how these numbers are calculated at <https://www.herogov.com/faq>

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Item 5.A

PACE Programs Activities Update

Attachment 3

WRCOG Resolution Number 40-17;
A Resolution of the Executive Committee
of the Western Riverside Council of
Governments Postponing Public Hearing

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Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet
City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside
City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians • Riverside County Superintendent of Schools

RESOLUTION NUMBER 40-17

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS POSTPONING PUBLIC HEARING

WHEREAS, the Executive Committee of the Western Riverside Council of Governments (WRCOG) previously undertook proceedings pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Chapter 29") to permit the provision of property assessed clean energy (PACE) services within those cities that had taken action to become Associate Members of WRCOG as of the date of the initiation of such proceedings, ordered the preparation of a report (the "Program Report") addressing all of the matters set forth in Section 5898.22 and 5898.23 of Chapter 29, held a public hearing on June 3, 2013, on the proposed PACE program and the Program Report and did, by the adoption of its Resolution Number 10-13 on such date (the "Resolution Confirming the Program Report") following such public hearing, approve and establish and order the implementation of a voluntary contractual assessment program to be known as the "California HERO Program" (the "Program") to assist property owners within the jurisdictional boundaries of such Associate Members with the cost of installing distributed generation renewable energy sources, energy and water efficient improvements and electric vehicle charging infrastructure that are permanently fixed to their properties ("Authorized Improvements"); and

WHEREAS, in approving the Program Report, the Executive Committee also established the jurisdictional boundaries of such Associate Members as the initial territory within which voluntary contractual assessments may be offered (the "Program Area") to provide for financing of the installation of Authorized Improvements on properties within such Program Area; and

WHEREAS, subsequent to the establishment of the Program, the Executive Committee has undertaken proceedings pursuant to Chapter 29 to expand the Program Area within which contractual assessments may be offered to include the jurisdictions of certain counties and additional cities that had taken action to become Associate Members of WRCOG since the establishment of the Program; and

WHEREAS, the legislative body of the County of Tulare Unincorporated areas, has taken action to become Associate Members of WRCOG and thereby enable the Executive Committee to consider further modifying the Program Report by increasing the Program Area to include the jurisdictions of such new Associate Members so as to enable voluntary contractual assessments to be offered pursuant to the Program to the owners of properties within such jurisdictions to finance the installation of Authorized Improvements on such properties; and

WHEREAS, the Executive Committee did, by the adoption of its Resolution Number 37-17 (the "Resolution of Intention"), initiate proceedings pursuant to Chapter 29 to modify the Program Report to include the jurisdiction of the County of Tulare Unincorporated areas, and ordered a public hearing to be held on September 11, 2017, for the purposes of affording all persons who are present an opportunity to comment upon, object to, or present evidence with regard to such proposed modification of the Program Report; and

WHEREAS, the Executive Committee now desires to postpone the date of the public hearing for the County of Tulare Unincorporated areas, and orders a public hearing to be held on October 2, 2017, for the purposes of affording all persons who are present an opportunity to comment upon, object to, or present evidence with regard to such proposed modification of the Program Report.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments as follows:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Confirmation of Postponement of Public Hearing. The Public Hearing for the County of Tulare Unincorporated to be held on October 2, 2017, is hereby approved and confirmed.

Section 3. Notice of Public Hearing. The Secretary of the Executive Committee is hereby directed to provide notice of the public hearing by publishing such notice once per week for two weeks, pursuant to Section 6066 of the California Government Code, and the first publication shall occur not later than 20 days before the date of such hearing in a newspaper of general circulation published within the jurisdiction of the County of Tulare Unincorporated areas.

Section 4. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on September 11, 2017.

Debbie Franklin, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger, LLP
WRCOG Bond Counsel

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Presentation on the California WaterFix

Contact: Paul Jones, General Manager, Eastern Municipal Water District, jonesp@emwd.org, (951) 928-3777

Date: September 11, 2017

The purpose of this item is to provide the Committee an update on the California WaterFix.

Requested Action:

1. Authorize the Executive Director to transmit letters of support for the California WaterFix on behalf of WRCOG to Governor Jerry Brown and to Metropolitan Water District Chairman Randy Record.

This item is reserved for a presentation from Paul Jones, General Manager for the Eastern Municipal Water District (EMWD).

Background

Nearly one-third of Southern California's water supply comes from the Sacramento-San Joaquin Delta (Delta); however, deteriorating environmental conditions in the Delta and an aging water system have placed considerable strain on this critical water supply system. The California WaterFix is a science-driven upgrade to the state's deteriorating water system which is intended to provide clean, reliable water while protecting the Delta environment.

The California WaterFix has been thoroughly vetted and will provide a cost-effective and environmentally responsible means to ensure improved water quality and long-term reliability to millions of California residents and businesses. This infrastructure investment will allow State Water Project Contractors to capture and move water during wet years and better manage future drought cycles. By investing in the California WaterFix, we are working to secure southern California's primary source of drinking water from the effects of climate change and the possibility of a major earthquake damaging the failing levee system within the Delta.

After decades of extensive study, design, planning, scientific and environmental analysis by the state's most renowned and respected subject-matter experts, as well as concluding unprecedented public participation outreach, state agencies and State Water Project Contractors have reached a point where it is time to take action on the California WaterFix.

EMWD will provide an update on the critical milestones that have recently passed, and will also share information on key decisions that are forthcoming. Opportunities for WRCOG and its member jurisdictions to weigh-in on this important water infrastructure project are nearing and EMWD staff will share opportunities for further engagement.

Prior Action:

March 6, 2017: The Executive Committee approved Resolution Number 05-17 in Support of the California WaterFix and California Eco-Restore Projects.

Fiscal Impact:

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

Attachment:

1. Draft Letter of Support for the California WaterFix.

Item 5.B

Presentation on the California Water Fix

Attachment 1

Draft Letter of Support for the California
WaterFix

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September 11, 2017

The Honorable Edmund G. Brown
Governor
State of California
c/o State Capitol, Suite 1173
Sacramento, CA 95814

Subject: WRCOG Support for the California WaterFix Proposed Delta Plan Amendments for Conveyance, Storage and Operations

Dear Governor Brown:

On behalf of the Western Riverside Council of Governments (WRCOG), I am pleased to affirm support for the California WaterFix project that would expand water supply reliability for state residents and the economy by improving the state's aged water delivery infrastructure and protecting it from potential seismic activity, floods, rising water levels and salt contamination.

Currently, the Sacramento – San Joaquin Delta (Delta) provides water to 25 million residents, farms and businesses throughout the state, which are vital to California's economy. Due to existing constraints, the current water delivery system is not a sustainable source of water for the current population and the rapid growth expected in the state over the coming decades.

The California WaterFix project specifically addresses the fundamental issues needed to improve vital water delivery functions. Designed in collaboration with water experts, engineers and environmentalists, the California WaterFix would feature state-of-the-art dual conveyance tunnels to transport water from the Delta to southern California with the pull of gravity up to 150ft. below ground. The project would also incorporate carefully designed intake facility screens to protect endangered species like salmon from being adversely affected by reverse migration routes.

The California WaterFix is the most efficient and cost-effective solution to the state's most pressing water issue and doing nothing to improve the system would be far more costly to the state as a whole. This project has numerous significant impacts for the communities in inland Southern California, particularly Western Riverside County, one of the fastest growing populations in the state. On June 24, 2017, WRCOG's Executive Committee also adopted a Resolution of Support for the California WaterFix and California Eco-Restore Projects stating that the current Delta is unsustainable as it stands and is in need of grave upgrades in order to respond to the increasing water demands of the state.

We thank you for your leadership towards securing the state's water supply for generations to come and fully support the proposed California WaterFix project. Please do not hesitate to contact Rick Bishop, WRCOG Executive Director, at (951) 955-8303 or rbishop@wrcog.us if you have any questions.

Sincerely,

Debbie Franklin
Chair, WRCOG Executive Committee

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report From the League of California Cities

Contact: Erin Sasse, Regional Public Affairs Manager, League of California Cities,
esasse@cacities.org, (951) 321-0771

Date: September 11, 2017

The purpose of this item is to inform the Executive Committee of activities undertaken by the League of California Cities.

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the League of California Cities Regional Public Affairs Manager for Riverside County.

Prior Action:

August 17, 2017: The Technical Advisory Committee received report.

Fiscal Impact:

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

Attachment:

None.